LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, NOVEMBER 14, 2022

VIRTUAL REGULAR MEETING – 7:00 PM

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

TELECONFERENCE INFORMATION:
Due to technical difficulties this meeting will be held virtually only.
ZOOM WEBINAR:
ATTENTION: Zoom update requirements found at the bottom of the agenda
https://us02web.zoom.us/j/89153222777

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 891 5322 2777

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

TV29:
Comcast TV Channel 29
tv29.org

Bob Woerner, Mayor
Regina Bonanno, Vice Mayor
Robert W Carling, Council Member
Brittni Kiick, Council Member
Trish Munro, Council Member

1. CLOSED SESSION - None.

2. CALL TO ORDER

ROLL CALL

Council Member Robert W. Carling
Council Member Brittni Kiick
Council Member Trish Munro
Vice Mayor Regina Bonanno
Mayor Bob Woerner

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring November 2022 as National Native American Heritage Month presented to Tina Henson with Livermore American Indian Center.

Recommendation:
Staff recommends City Council proclaim November 2022 as National Native American Heritage Month.

Staff Report
Attachments:
1. Proclamation

3.2 Historic Preservation Commission annual update presented by Chair Vic Avila.

Recommendation:
Staff recommends City Council receive the Historic Preservation Commission annual update.

Staff Report

3.3 Confirmation of Advisory Body appointments to the Beautification Committee, Commission for the Arts, Human Services Commission, and Livermore Housing Authority, 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 Beautification Committee, Commission for the Arts, Human Services Commission, and Livermore Housing Authority, and direct the City Clerk to administer the oath of office.

Staff Report

3.4 Presentation from East Bay Community Energy (EBCE) presented by JP Ross, Vice President of Local Development, Electrification, and Innovation.

Recommendation:

Staff recommends the City Council receive an update from East Bay Community Energy about local development programs available to EBCE member jurisdictions.

Staff Report

3.5 Update on drought and water conservation presented by Water Resources Division Manager, Anthony Smith and California Water Service Company.

Recommendation:
Staff recommends the City Council receive an update on the City's efforts to address the current drought, including steps taken to conserve water and to educate other residential and commercial users on water conservation.

Staff Report
Attachments:
1. City Drought Public Outreach Plan

3.6 Livermore Airport Development and Hangar Waitlist Policy Updates.

Recommendation:
Information only. No action from Council is recommended.

Staff Report

4. CITIZEN'S FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Citizen's Forum.
- Please log into Zoom to provide verbal public comment during the City Council Meeting.
- 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).
- Citizen's Forum will conclude after 30 minutes; however, if there are additional speakers, Public 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 use the raise hand feature. 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).

5.1 Resolution authorizing the City Manager to execute an agreement with Tyler Technologies, Inc for Enterprise Resource Planning Software to replace the City of Livermore's financial and human resources software in an amount not-to-exceed $1,995,868.

Recommendation:
Staff recommends that City Council adopt a resolution authorizing the City Manager to execute an agreement with Tyler Technologies, Inc (Tyler) for Enterprise Resource Planning software (ERP) to replace the City of Livermore's (the City) dated financial and human resources system.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Tyler Contract

5.2 Resolution authorizing execution of the first amendment to the agreement with Street Plans for the East Avenue Corridor Study Phase II project to pilot multiple intersection improvements, extend the term to June 30, 2024 and increase the not-to-exceed amount from $198,000 to $496,200.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the Professional Services Agreement with Street Plans for the East Avenue Corridor Study Phase II project and all other necessary documents to implement that agreement.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - First Amendment - Professional Services Street Plans

5.3 Resolution authorizing an increase in the construction contract change order allowance by $237,441 to a cumulative not-to-exceed amount of $588,141 for the Livermorium Plaza at Mills Square Park, Project No. 2014-36; and authorizing the acceptance for permanent maintenance and release of the security bonds for the Livermorium Plaza at Mills Square Park Project.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Authorizing an increase in the construction contract change order allowance by $237,441 to a cumulative not to exceed amount of $588,141 for the Livermorium Plaza at Mills Square Park, Project No. 2014-36; and
2. Authorizing the acceptance for permanent maintenance and release of the security bonds for the Livermorium Plaza at Mills Square Park Project. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached as Exhibit A and incorporated by this reference.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Notice of Completion

5.4 Resolution approving an amendment to the City of Livermore Salary Plan to reflect market equity adjustments for Water Resources Mechanic I and Water Resources Mechanic II.

Recommendation:
Staff recommends the City Council adopt a resolution approving the City of Livermore Salary Plan as of November 2022, in accordance with California Code of Regulations, Title 2, Section 570.5.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan Effective November 2022

5.5 Resolution authorizing the execution of Project and Program Grant Agreements with Anne Giancola, East Bay Holocaust Education Center, Las Positas College Foundation, and Livermore Art Association, consistent with the City's Public Art Policy.

Recommendation:
The Commission for the Arts and staff recommend the City Council adopt a resolution approving the applications and authorizing the execution of the following Project and Program Grant Agreements:

1. Anne Giancola-$5,000 for the Wind Power Temporary Public Art Project
2. East Bay Holocaust Education Center-$10,000 for "Violins of Hope"
3. Las Positas College Foundation-$10,000 for the 2023 Las Positas Literary Arts Festival "LPC Lit Fest"
4. Livermore Art Association- $2,800 for the 2023 Livermore Art Association Spring Art Show

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Anne Giancola Agreement
3. Exhibit B - East Bay Holocaust Education Center Agreement
4. Exhibit C - Las Positas College Foundation Agreement
5. Exhibit D - Livermore Art Association Agreement

5.6 Resolutions approving revisions to the City Council's Rules of Procedure and the City Council's Norms, Values and Principles of Governance.

Recommendation:
The City Council Subcommittee recommends the City Council adopt resolutions approving the revisions to the City Council's Rules of Procedure and the City Council's Norms, Values, and Principles of Governance.

Staff Report
Attachments:
1. Redline Changes to Draft Rules
2. Resolution - Adopting Revised Norms

3. Exhibit A - Norms, Values and Principles of Governance
4. Resolution - Adopting Revised Rules
5. Exhibit A - Rules of Procedure

5.7 Resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

Recommendation:
Staff recommends City Council adopt a resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

Staff Report
Attachments:
1. Resolution

5.8 **Introduction of an ordinance** amending Livermore Municipal Code Chapter 15.26 Green Building Standards Code to include an onsite exception for non-combustion fuel cells to produce electricity.

Recommendation:
Staff recommends the City Council waive the first reading and introduce an ordinance with an effective date of January 1, 2023, to amend Chapter 15.26 (Green Building Standards Code) in The Livermore Municipal Code to include an onsite exception for non-combustion fuel cells to produce electricity.

Staff Report
Attachments:
1. Ordinance

6. PUBLIC HEARINGS

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

6.1 Hearing to consider a request to amend Development Agreement 18-001 for the Lassen Road Townhomes project to revise the performance schedule to accommodate regulatory permitting of the off-site improvements (DAA 21-002).

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

1. Adopt a resolution finding the First Amendment to Development Agreement 18-001 is within the scope of the Lassen Road Townhomes Initial Study and Mitigated Negative Declaration in accordance with the California Environmental Quality Act
2. **Introduce an ordinance** amending Development Agreement 18-001 for the Lassen Road Townhomes project (DAA 21-002).

Staff Report

Attachments:

1. City Council Report - November 23, 2020
2. Location Map
3. Draft 10-04-22 PC Meeting Minutes
4. Resolution - CEQA
5. Exhibit A - PC Reso 22-22
6. Ordinance
7. Exhibit A - First Amendment to Lassen DA 18-001
8. Exhibit B - PC Reso 22-22

6.2 Resolution authorizing, approving and adopting an amended Permanent Local Housing Allocation (PLHA) program five year plan and authorizing the City Manager to apply for PLHA funds from the State Department of Housing and Community Development for supportive shared housing projects and the Vineyard 2.0 housing resource center.

Recommendation:

Staff recommends the City Council adopt a resolution amending the PLHA Plan for 2019-2023 allocations, which is attached to the resolution as Exhibit A, and authorizing the City Manager, or her designee, to execute the PLHA program application, the PLHA standard agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the PLHA program or the PLHA grant awarded to the City of Livermore.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - PLHA Program Five Year Plan

6.3 Hearing to consider amending the Livermore Development Code regarding temporary signs, including Section 4.06.140, to update regulations relating commercial and non-commercial temporary signs in all zoning districts.

Recommendation:

a) Based on City Council direction, staff recommends the City Council waive the first reading and **introduce an ordinance** approving Development Code Amendment 22-003, Temporary Signs, to update sections relating to the location, time of day, and number of days for commercial and non-commercial temporary signs in all zoning districts.

or

b) As an alternative to the Development Code Amendment requested by the City Council, the Mayor recommends the City Council waive the first reading and **introduce an ordinance** to prohibit the placement of all temporary signs in the public right-of-way in commercial, industrial, and residential zoning districts.

Staff Report

Attachments:

1. July 27 2020 Staff Report

2. Council Direction LDC - Redline Edits
3. Council Direction Ordinance, DCA 22-003
4. Mayor Alternative LDC - Redline Edits
5. Mayor Alternative Ordinance, DCA 22-003

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 Discussion and direction regarding the Livermore Cultural Arts Vision entitled: Creative Livermore: A Plan for the Future of the Arts and Culture.

Recommendation:
The Commission for the Arts and staff recommend the City Council discuss and provide direction on the Livermore Cultural Arts Vision entitled: Creative Livermore: A Plan for the Future of the Arts and Culture.

Staff Report
Attachments:
1. Creative Livermore: A Plan for the Future of the Arts and Culture

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

9. ADJOURNMENT

To a Special City Council Closed Session meeting on Monday, November 21, 2022 at 5:00 pm and a Regular City Council meeting on Monday, November 28, 2022 at 7:00 pm, held at the Council Chambers Civic Center Meeting Hall, 1016 S. Livermore Avenue and virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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).

Citizen's 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 submit a comment using Zoom, you

may use the 'raise hand' feature. You should be aware 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 questions from the City Council and a presentation by the applicant. The Mayor will then open the hearing to the public and offer an opportunity for public comments. You may use the 'raise hand' feature in Zoom and take 3 minutes to make your comments.

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 Virtual 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 4PM the day of the meeting. These items will NOT be read into the record and are viewable by the 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 using Zoom, you may use the 'raise hand' feature. You should be aware 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 or Comcast Channel 29

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

Zoom Webinar: https://us02web.zoom.us/j/89153222777
It is recommended residents use updated software to successfully join and participate in a meeting. Outdated versions may limit functionality and you may not be able to provide a public comment virtually.

To download the most current version, visit zoom.us/download.

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 891 5322 2777

If you would like to deliver written materials to the City Council as part of their electronic comments during a meeting, the speaker must identify that intent in his or her comment submitted and immediately email the materials to the City Clerk at cityclerk@LivermoreCA.gov.

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: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

SUBJECT: Proclamation declaring November 2022 as National Native American Heritage Month presented to Tina Henson with Livermore American Indian Center.

RECOMMENDED ACTION

Staff recommends City Council proclaim November 2022 as National Native American Heritage Month.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Stephanie Egidio
Management Analyst

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

NATIVE AMERICAN HERITAGE MONTH

November 2022

WHEREAS, *the City of Livermore has been, and continues to be, home to people of different national origins, immigration or refugee status, cultures, histories, races, ethnicities, religious affiliations or none, gender identities, sexual orientations, ages, education, economic status, and physical, mental, or emotional abilities. Our strength and vision for a united America is derived from our diversity and inclusiveness, from respecting one another, from welcoming immigrants and others, and from collaborating with one another across our differences; and*

WHEREAS, *Native American roots are deeply embedded in our country's history. Over the centuries, broken treaties, dispossession of ancestral lands and polices of assimilation sought to decimate Native populations and their way of life. But despite this painful history, Indigenous peoples, their governments and their communities have persevered. As teachers and scholars, scientists and doctors, writers and artists, business leaders and elected officials, heroes in uniform and so much more, Native Americans have made immeasurable contributions to our country's progress; and*

WHEREAS*, Native American Heritage Month was established to celebrate Indigenous peoples past and present, recognize the positive influence they have had on the advancement of our Nation and to honor the Native people of this land who carved out lives for their families through their accomplishments and historical legacy; and*

WHEREAS*, in 1973, the Society of American Indians was founded in Livermore by a group of American Indian parents and community members. The Livermore American Indian Center provides educational opportunities to the families of the American Indian, promotes the culture and traditions of the American Indian to the Tri-Valley region and provides scholarships for local American Indian students;*

NOW, THEREFORE, *the City Council of the City of Livermore hereby proclaims November 2022 to be Native American Heritage Month and encourages members of our community to learn about the American Indian culture and to come together to celebrate our strength in diversity.*

Mayor Bob Woerner

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Vice Mayor Gina Bonanno

Council Member Robert W. Carling

Council Member Brittni Kiick

Council Member Patricia K. Munro

LIVERMORE
CALIFORNIA

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

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Historic Preservation Commission annual update presented by Chair Vic Avila.

RECOMMENDED ACTION

Staff recommends City Council receive the Historic Preservation Commission annual update.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Turhan Sonmez
Associate Planner

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: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Confirmation of Advisory Body appointments to the Beautification Committee, Commission for the Arts, Human Services Commission, and Livermore Housing Authority, 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 Beautification Committee, Commission for the Arts, Human Services Commission, and Livermore Housing Authority, and direct the City Clerk to administer the oath of office.

SUMMARY

On October 25, 2022, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Beautification Committee, Commission for the Arts, Human Services Commission, and Livermore Housing Authority, and have submitted their recommendation for City Council consideration and appointment.

DISCUSSION

On October 25, 2022, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Beautification Committee, Commission for the Arts, Human Services Commission, and Livermore Housing Authority and recommends confirmation of the following appointments:

Beautification Committee - 1 Vacancy
Appointment to an unexpired term ending June 1, 2024

- Tania M Panarello

Commission for the Arts - 6 Vacancies
Reappointment to regular terms ending January 1, 2027

- Monya Lane
- Robert Gausman
- Cathleen deOrnelas

Human Services Commission - 2 Vacancies

Appointment to unexpired terms ending November 1, 2023

- Elizabeth McWhorter
- Umashankar S Meda

Livermore Housing Authority - 4 Vacancies

Reappointment to a regular term ending January 1, 2027 - tenant

- Heather I Casey

Reappointment to a regular term ending January 1, 2027 - tenant - 62 years

- Christine Stuart

Reappointment to a regular term ending January 1, 2027 - at large

- Mark Palajac

Appointment to a regular term ending January 1, 2027 - at large

- Parag Vaishampayan

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.

ATTACHMENTS

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Presentation from East Bay Community Energy (EBCE) presented by JP Ross, Vice President of Local Development, Electrification, and Innovation.

RECOMMENDED ACTION

Staff recommends the City Council receive an update from East Bay Community Energy about local development programs available to EBCE member jurisdictions.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Tricia Pontau
Senior Planner

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: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Update on drought and water conservation presented by Water Resources Division Manager, Anthony Smith and California Water Service Company.

RECOMMENDED ACTION

Staff recommends the City Council receive an update on the City's efforts to address the current drought, including steps taken to conserve water and to educate other residential and commercial users on water conservation.

SUMMARY

DISCUSSION

ATTACHMENTS

1. City Drought Public Outreach Plan

Prepared by: Anthony Smith
Water Resources Division Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

City of Livermore Drought Public Outreach

General Overview of the City's Outreach Strategy

During droughts, water agencies focus most of their messaging around water restrictions, rebates/water conservation programs, and general water conservation tips. The Water Resources Division has different strategies for each of these three messages.

- **Water Restrictions Strategy:** Water restrictions can be enacted by the Livermore City Council or the State of California. Whenever a water restriction is enacted by City Council, the Water Resources Division takes the lead in developing messaging for properties citywide and provides a messaging template that Cal Water can choose to use in their direct customer outreach. Whenever a water restriction is enacted by the State, the Water Resources Division modifies State-provided resources to create outreach for Livermore Municipal Water customers only.

- **Rebates and Water Conservation Programs Strategy:** Livermore Municipal Water and Cal Water have separate water conservation programs for their customers. Because of this, the Water Resources Division focuses most rebate outreach through platforms where Livermore Municipal Water customers can be specifically targeted (ex. Geotargeted Nextdoor posts, direct mail, bill inserts, and customer emails).

- **General Water Conservation Tips Strategy:** The Water Resources Division develops general water conservation tip messaging in collaboration with the Tri-Valley's other water agencies. Since most water is used outdoors, the Tri-Valley's water agencies have focused messaging around converting to low-water landscaping and reducing irrigation to three days per week. This messaging can be put in platforms like newspapers and radio that reach beyond Livermore.

On-going City of Livermore Drought Outreach

- **Drought Staff Guide:** Front-line staff in the Water Resources Division, Utility Billing Division, and the City Manager's Office have links to our Drought Staff Guide. This guide is designed to help staff who answer the phones or general email inboxes answer basic drought questions and know where to forward customers when they cannot answer the question themselves. It is updated with new information as the drought develops.

- **City Website:**
    - Drought information can be found on the City website at www.livermoreca.gov/drought. This page can be found on the homepage by clicking on the hero banner slide or the Spotlight section.

    - Water conservation tips can be found on the City website at www.livermoreca.gov/save-water. The pages under this section are always on

the website, regardless of whether we are in a drought or not.

- Rebate information for Livermore Municipal Water customers can be found at www.livermoreca.gov/rebates. Cal Water customers can find rebate information on Cal Water's website.

- Residents can report wasted water within Livermore Municipal Water's service area at www.livermoreca.gov/report-water-waste. Wasted water within Cal Water's service area should be reported through the Cal Water website. When City staff receives a wasted water report that is outside our water service area, it is immediately forwarded to Cal Water. This form is updated whenever new water restrictions are enacted.

- **Drought Hotline (925) 960-8160:** This hotline is designed to provide residents who do not have internet access with the same drought information that can be found on the City website. Water Resources Division staff update the voicemail message as needed.

- **Zone 7 Water Agency Outreach**

  - From October to December 2021, Zone 7 Water Agency invested ~$75,000 on Tri-Valley-wide drought messaging. Zone 7 had three campaigns - Water-Wise Wendy to share water conservation tips, Ziggy the Piggy to share the Tri-Valley's monthly water conservation progress, and drought alerts to share updates about current water supply storage and local rainfall levels. This content was promoted through social media, KKIQ, Comcast, Google/YouTube ads, Patch, and local newspapers.

  - In 2022, Zone 7 Water Agency continued using the three campaigns they developed last year. They plan to invest ~$50,000 into digital ads only.

- **Interagency Collaboration:** The Water Resources Division leads the Tri-Valley Drought Communications Committee. This group meets monthly and has representatives from all Tri-Valley water agencies. The Water Resources Division also attends monthly Tri-Valley Water Conservation Committee meetings, biweekly State of California Save Our Water Communications Coordination Committee meetings, and monthly Bay Area Regional Drought Campaign Coordination meetings.

Drought Outreach Month by Month

Below is a summary of the major drought outreach that went out to the public from October 2021 until now. *Please note:*

- *This summary does not include any campaigns led by Zone 7 Water Agency.*
- *Livermore Municipal Water serves ~10,500 properties and there are ~25,000 total properties citywide.*
- *Most of the social media links on this page lead to the Public Works Twitter account, but messages were shared across all City platforms.*

Month	Messaging Focus	Audience	Major Collateral
September 2021	N/A	N/A	**Council** • Drought/Water Shortage Declaration **Committee** • 9/14 Tri-Valley Drought Communications Committee Meeting
October 2021	Announce City of Livermore Stage 2 Restrictions Launch the Water Conservation Kit program Announce Stage 1 Conservation Rates	**All Livermore properties** *(Restrictions)* **Livermore Municipal Water single-family homes** *(Kits)* **Livermore Municipal Water customers** *(Rates)*	**Committee** • 10/21 Tri-Valley Drought Communications Committee Meeting **Print** • Press Release • Direct mailer (Reach: 25,000) • Livermore Municipal Water bill insert (Reach: 10,500) • Created new wasted water doorhangers for field staff • Put drought magnets on Water Resources Division vehicles **Digital** • Email Newsletter to Livermore Municipal Water customers (Reach: 7,000) • Spanish version of direct mailer uploaded to City website **Audio** • Prerecorded voicemail message explaining restrictions went to all Livermore properties (Reach: 25,000) **Events**

			• 10/6 Water-Wise Plant Selection Webinar (joint Tri-Valley project) • 10/26 Water Conservation Kit Giveaway at Springtown Library **Select Social Media Posts** • 10/21 Irrigation Reminder
November 2021	Continued Stage 2 Restrictions Outreach	**Livermore Municipal Water Customers**	**Committee** • 11/9 Tri-Valley Drought Communications Committee Meeting **Print** • Article in City's Print Newsletter **Digital** • Email Newsletter to Livermore Municipal Water customers (Reach: 7,000) **Events** • 11/15 Qualified Water Efficient Landscaper training
December 2021 – March 2022	In winter 2021/22 the Bay Area's water agencies collectively decided to back off water conservation outreach to prevent messaging fatigue. The agencies decided to wait until spring to do a larger push during months that historically have much higher water use. **Committee** • 12/14 Tri-Valley Drought Communications Committee Meeting • 1/11 Tri-Valley Drought Communications Committee Meeting • 3/8 Tri-Valley Drought Communications Committee Meeting		
April 2022	Reminder – 3x per week watering only Rebates Promote educational events for residents to learn about low-water gardening	**Livermore Municipal Water customers** *(Rebates)* **Livermore residents** *(Watering Reminders & Events)*	**Committee** • 4/12 Tri-Valley Drought Communications Committee **Digital** • Email Newsletter to Livermore Municipal Water customers (Reach: 7,000) • 4/1 City newsletter (Reach: 300)

			• 4/8 City newsletter (Reach: 350) • 4/15 City newsletter (Reach: 700) • 4/22 City newsletter (Reach: 700) • 4/29 City newsletter (Reach: 700) **Print** • Livermore Municipal Water bill insert (Reach: 10,500) • Lawn conversion rebate poster put in downtown kiosks • Bringing Back the Natives Garden Tour poster put in downtown kiosks **Events** • One Water Awards at the LVJUSD Science Fair • 4/14 Lawn Conversion Webinar (joint Tri-Valley project) • 4/16-17 Bringing Back the Natives Garden Tour (sponsorship) **Select Social Media Posts** • 4/19 Rebates • 4/20 Water Conservation
May 2022	Reminder – 3x per week watering only General outdoor irrigation tips	**All Livermore properties**	**Committee** • Tri-Valley Drought Communications Committee **Print** • Livermore Municipal Water bill insert (Reach: 10,500) • 5/23 Independent print and web ads (joint Tri-Valley project) • 5/27 Pleasanton Weekly print and web ads (joint Tri-Valley project) **Digital**

			• 5/20 City newsletter (Reach: 700) • 5/27 City newsletter (Reach: 700) **Audio** • 5/20 - 5/31 KKIQ digital streaming and airtime ads (joint Tri-Valley project) (Ad #1) (Ad #2) **Events** • Low-water landscaping display at the Civic Center Library • Livermore Water Conservation Art Contest • Livermore Downtown Street Fest water conservation booth • 5/4 Joint Cal Water presentation at virtual Chamber of Commerce meeting **Select Social Media Posts** • 5/13 Master Gardener share • 5/17 Pool conservation tips • 5/18 Hardscapes conservation tips • 5/25 Conservation kits
June 2022	Announce State of California Emergency Regulation 2022-0606-03 Restrictions Reminder – 3x per week watering only	**Livermore Municipal Water Non-Residential Customers** *(Restrictions)* **All Livermore properties** *(Water 3x/Week)*	**Committee** • 6/14 Tri-Valley Drought Communications Committee **Print** • Joint Press Release • Direct Mailer to all Affected Livermore Municipal Water customers (Reach: 900) • East Bay Times print ads 3x per week and web landing page (joint Tri-Valley project, 6/10 – 6/30) • The Independent print and web ads (joint Tri-Valley project, 6/1 –

			6/30) • Pleasanton Weekly print and web ads (joint Tri-Valley project, 6/1-6/30) • Danville San Ramon Weekly web ads (joint Tri-Valley project, 6/10 - 6/30) **Digital** • Email Newsletter to Affected Livermore Municipal Water customers (Reach: 300) • Email Newsletter to Residential Livermore Municipal Water customers (Reach: 6,700) • 6/24 City newsletter (Reach: 700) **Audio** • KKIQ airtime ads (joint Tri-Valley project, 6/1 -6/28) (Ad #1) (Ad #2) • Prerecorded voicemail message explaining turf irrigation ban went out to all commercial properties citywide (Reach: 1,300) **Select Social Media Posts** • 6/6 Sheet Mulching post • 6/15 Drought alert post • 6/16 Drought alert post • 6/21 Drought alert post • 6/22 Drought alert post • 6/27 Rebates post • 6/29 Rebates post
July 2022	Reminder – 3x per week watering only	**All Livermore properties**	**Council** • Drought Update Presentation **Print**

			• East Bay Times print ads 3x per week and web landing page (joint Tri-Valley project, 7/1 – 7/15) • The Independent print and web ad (joint Tri-Valley project, 7/1 – 7/25) • Pleasanton Weekly print and web ads (joint Tri-Valley project, 7/1 – 7/25) • Danville San Ramon Weekly web ads (joint Tri-Valley project, 7/1 – 7/23) • Irrigation restrictions reminder poster put in downtown kiosks • Sent downtown kiosk posters to Chamber to display in their window • Launched the high-water user postcard pilot project **Digital** • Livermore Municipal Water CII customer newsletter (Reach: 300) • 7/1 City newsletter (Reach: 700) • 7/10 City newsletter (Reach: 700) • 7/22 City newsletter (Reach: 700) • 7/30 City newsletter (Reach: 700) **Events** • 7/14 Smart Irrigation Controller Webinar for Residential Properties (joint Tri-Valley project) **Select Social Media Posts** • 7/1 Compost post • 7/18 Drought Alert post • 7/27 Irrigation Leaks post

August 2022	Reminder – 3x per week watering only Plant a water-wise garden this fall Announce Recycled Water Fill Station Opening Announce increased Laundry-to-Landscape Greywater System rebate amount	**Residential Livermore Municipal Water Customers** *(Rebate)* **All Livermore Properties** *(All Other Messaging)*	**Committee** • 8/9 Tri-Valley Drought Communications Committee Meeting **Print** • Wheels bus advertisements (8/1 – 8/30) • High-water user postcard pilot project (7/1 – 10/30) • Livermore Municipal Water bill insert • Recycled Water Fill Station press release • Reordered recycled water lawn signs for fill station participants • Reordered drought magnets for WRD vehicles **Digital** • Livermore Municipal Water customer newsletter (Reach: 7,000) • Created new residential recycled water fill station webpage • Wrote script for Marianna's drought video • Movie theater advertisements at Vine Cinema and Regal Hacienda Crossings (joint Tri-Valley project) • 8/05 City newsletter (Reach: 700) • 8/19 City newsletter (Reach: 700) • 8/26 City newsletter (Reach: 700) **Events** • 8/4 Smart Irrigation Controllers for Commercial Properties Webinar

			• 8/17 Multi-Chamber Business Expo Booth: Coordinated w/ Zone 7 to provide water conservation materials for City booth • 8/18 Farmers Market Booth **Select Social Media Posts** • Recycled water fill station • Clothes washer rebates
September 2022	Reminder – 3x per week watering only Plant a water-wise garden this fall Continue Recycled Water Fill Station Outreach	**All Livermore properties**	**Committee** • 9/13 Tri-Valley Drought Communications Committee Meeting **Print** • Wheels bus advertisements (9/1 – 9/30) • High-water user postcard pilot project (7/1 – 10/30) **Digital** • Movie theater advertisements at Vine Cinema and Regal Hacienda Crossings (joint Tri-Valley project) • Created new "Tree Care During Droughts" webpage • Created a "Driving with Recycled Water" PSA with the Police Department • 9/24 City newsletter (Reach: 700) **Events** • 9/15 Farmers Market Booth with the Master Gardeners • 9/25 Sheet Mulching Party • 9/27 Keeping Trees Alive during the Drought Webinar **Select Social Media Posts**

			• Pool cover tip • Conservation kits
October 2022	Reminder – 3x per week watering only Plant a water-wise garden this fall	**All Livermore Properties**	**Committee** • 10/11 Tri-Valley Drought Communications Committee Meeting **Consultant** • Hired an on-call communications consultant for additional support **Print** • High-water user postcard pilot project (7/1 – 10/30) • 10/14 City print newsletter **Digital** • Livermore Municipal Water customer newsletter (Reach: 7,000) • 10/7 City newsletter (Reach: 700) **Events** • 10/26 Trunk or Treat – gave out water conservation goodies **Select Social Media Posts**
November 2022	Reminder – 3x per week watering only	**All Livermore Properties**	**Committee** • 11/8 Tri-Valley Drought Communications Committee Meeting **Council** • 11/14 Joint City/Cal Water drought update presentation to City Council **Print** • Downtown kiosk poster – conservation kits

			• (Zone 7 Lead) Lawn signs for "new low-water landscaping coming soon" and completed lawn conversion projects • Recommended watering schedule bill insert **Digital** • Livermore Municipal Water customer newsletter **Select Social Media Posts**
December 2022	Reminder – 3x per week watering only	**All Livermore Properties**	**Committee** • 12/13 Tri-Valley Drought Communications Committee Meeting **Print** • Leak bill insert **Select Social Media Posts**
January 2023	Reminder – 3x per week watering only	**All Livermore Properties**	**Committee** • 1/10 Tri-Valley Drought Communications Committee Meeting **Print** • Indoor water conservation bill insert **Select Social Media Posts**
February 2023	Reminder – 3x per week watering only	**All Livermore Properties**	**Committee** • 2/14 Tri-Valley Drought Communications Committee Meeting **Print** • Downtown kiosk poster – laundry machine rebates **Events** • LVJUSD One Water Awards

			• Livermore Water Conservation Art Contest **Select Social Media Posts**
March 2023	Reminder – 3x per week watering only	**All Livermore Properties**	**Committee** • 3/14 Tri-Valley Drought Communications Committee Meeting **Print** • Rebate bill insert (announce any new programs) • Downtown kiosk poster – update lawn conversion one if necessary **Digital** • Livermore Municipal Water customer newsletter **Select Social Media Posts**

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.6**

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Livermore Airport Development and Hangar Waitlist Policy Updates.

RECOMMENDED ACTION

Information only. No action from Council is recommended.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Sean Moran
Airport Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution authorizing the City Manager to execute an agreement with Tyler Technologies, Inc for Enterprise Resource Planning Software to replace the City of Livermore's financial and human resources software in an amount not-to-exceed $1,995,868.

RECOMMENDED ACTION

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute an agreement with Tyler Technologies, Inc (Tyler) for Enterprise Resource Planning software (ERP) to replace the City of Livermore's (the City) dated financial and human resources system.

SUMMARY

The City of Livermore currently uses Central Square's FinancePLUS software for financial and human resources needs and CommunityPLUS software for utility billing and receipting. The current software is over 22 years old and is approaching its end of life. The City issued a request for proposal (RFP) for a new ERP software solution to replace Central Square and help automate and better manage business processes across finance and human resources operations. Tyler was the only software company to respond with a complete proposal that would satisfy the City's needs. City staff attended demonstrations put on by Tyler to view the features of the modules offered with its software. This software solution will aid the City in moving forward with a more robust and updated software platform for its financial, human resources, utility billing and receipting needs.

DISCUSSION

The City's current finance and human resources software was originally purchased in 1999 and went live in 2000. Known as Pentamation, this software company was subsequently bought by SunGard Public Sector and, in December 2016, was acquired by Superion, LLC. In September 2018, Superion merged with two other companies and a new entity, Central Square, was formed. Over the 22 years of using this software, the City has gone through two upgrades. The first upgrade was in 2011, when the City opted to have Sungard host the software which eliminated the need for the City to maintain the software in-house on its own servers. The next upgrade occurred in 2017, which moved the City over to the most current

version of Central Square at that time, as the prior version was no longer going to be supported.

The current software has limitations that staff is looking to resolve in the Enterprise Resource Planning (ERP) system. Some of the limitations using Central Square include:

- Payroll processes currently require paper timesheets, manual signatures by employee and supervisor, payroll staff manually inputting employee time and requires multiple steps to ensure timesheet information and payroll codes are input correctly.
- Human resources' onboarding process is a manual process.
- Staff manually calculates Family and Medical Leave Act (FMLA) and Fair Labor Standard Act (FLSA) for affected employees.
- Personnel action form processes are a lengthy task.
- Purchasing requires paper purchase requisitions with manual approvals, manual input of purchase requisitions and checking of available budget, no linkage between the purchasing system and budget adjustment system, and the inability to easily attach or add documents such as contracts to purchase orders.
- Accounts payable processes requires staff to manually input claims that have been manually approved for payment. Many steps are needed to ensure account coding is input correctly. New vendors must be added manually using paper applications and there is no way to inactivate vendors.
- Bank reconciliations are done manually instead of using the software to manage the process.
- Accounts Receivable is done using spreadsheets.
- There is currently no automated process that allows for online approvals, routing, electronic documents and budget verification for the payroll purchasing, accounts payable, accounts receivable, journal entry, or budgeting process.

The above listing is just a few of the current limitations of the City's Central Square finance and human resources system.

The City issued an RFP for an ERP software solution in April 2022. Potential vendors were asked to submit complete proposals by June 2, 2022, based on the stated criteria within the RFP. Prior to the due date the City was asked to extend the due date for submission by two weeks to allow potential vendors to gather the information necessary to submit. In response to the request, staff extended the submission deadline, anticipating more proposed solutions. As of the due date, the City only received one complete solution proposal. The single submitting vendor was Tyler. Tyler is a software company that is strictly focused on public entities. Many local agencies on the west coast use some version of Tyler's software. For example, Pleasanton, Dublin, Tracy, Fremont, San Ramon, and Hayward use Tyler.

In August 2022, over three full days, the City participated in demonstrations presented by Tyler to highlight their software solution showcasing their modules and how these modules could meet the City's needs. Staff was satisfied with the functionality of the modules and the support the City will receive from Tyler. For example, the Tyler system will create the following efficiencies in the City's processes:

- Electronic approval of workflow processes, rather than manually routing for wet signature approvals
- Allowing electronic invoices in Accounts Payable, thus moving towards eliminating paper invoices
- Scanning paper invoices into the system to be verified against the vendor's contract also electronically stored in the system, thus reducing the need to use other lists outside of the system

for validation
- Integrating Human Resources onboarding process
- Automatically calculating FMLA and FLSA hours and streamlining the Personnel Action Form process
- Updated reporting capabilities

Tyler proposes a cloud-based solution. This type of solution allows City staff to access the software anywhere an internet connection is available. Tyler's software as a service (SaaS) solution including the location of data centers, data backup and retention, disaster recovery, availability of software and self-service administration for client use, meets the requirements that the City identified in the RFP.

The implementation time frame is approximately two years. The finance module and human resources module will begin in tandem with an expected go-live date in December 2023. The utility billing module will begin in August 2023 with an expected go live date of August 2024. The transition to Tyler software will provide the City with a robust system that will improve efficiencies. The proposed contract is set to cover three years with a not-to-exceed limit of $1,995,868, as shown in the table below.

	Recurring Costs	One Time Costs	
Year	Subscription for SaaS	Professional Services	Approx. Costs per Year
1	$376,623	$865,999	$1,242,622
2	$376,623		$376,623
3	$376,623		$376,623
Approx. 3-year total	$1,129,869	$865,999	$1,995,868

FISCAL AND ADMINISTRATIVE IMPACTS

The transition to Tyler is expected to cost an amount not-to-exceed $1,995,868. This amount includes one-time costs equal to $865,999 along with three years of annual recurring subscription costs of $376,623 per year. The City set aside $2 million in an ERP reserve as part of the FY 2020-21 year-end budget General Fund surplus to fund this project. The annual subscription cost in years four and five will increase by approximately 5% to $380,578 and $384,574 respectively and will be included in the operating budget each year, as it has been done with the current system in place. During the implementation and transition to Tyler, Finance and Human Resources staff will be heavily involved with the process including setting up a new chart of accounts, mapping data from the old system to the new system, learning how the system works, setting up workflows, ensuring that balances and calculations in the new system match what the legacy system calculates, and training other department staff on how to use the system. Tyler has projected 2,852 hours to complete the implementation. City staff time required will be approximately 2,000 hours, which staff have planned for, but will result in less staff time available for other special projects.

ATTACHMENTS

1. Resolution
2. Exhibit A - Tyler Contract

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 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SERVICES

The City of Livermore has used various versions of FinancePLUS and CommunityPLUS (FinancePLUS) since 2000 for its financial, human resources, and utility billing software needs.

Central Square is the company that currently manages software support for FinancePLUS. Staff has realized some limitations in the current software that need to be addressed as the City is moving towards more modernization of its processes.

The City issued a Request for Proposal (RFP) for Enterprise Resource Planning Software for its next version of a software program. Tyler Technologies, Inc. (Tyler) was the only company to respond to the RFP.

Staff attended demonstrations by Tyler showcasing their software product. The software solution would incorporate numerous updates and enhancements to current City processes, including modernizing and gaining efficiencies in completing tasks.

Tyler will provide training to City staff throughout the implementation period as phases are completed.

An additional goal of this project is to adopt a robust training plan to help provide subject matter experts, and occasional users of the software with the knowledge and ability to independently use the software. After the implementation time period, and the City goes live with the software, Tyler users will be authorized to access "Tyler University" which is an online resource where users can get help and answers to questions as they are using the software.

The City has set aside $2 million in an ERP reserve to fund the transition to Tyler's new ERP solution.

The not-to-exceed amount includes one-time software implementation costs of $865,999 and $376,623, annually, covering three years.

Annual software subscriptions will continue in subsequent years.

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

1. Authorizes the City Manager to execute an agreement with Tyler Technologies, Inc., attached hereto as Exhibit A and incorporated by this reference, for the ERP software solution in an amount not-to-exceed $1,995,868. This includes one-time software implementation costs of $865,999 and $376,623, annually, for three years during the implementation period.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 14, 2022 by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara M. Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Agreement with Tyler Technologies, Inc.

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Livermore, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

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- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

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as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

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summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we

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are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees . You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. For avoidance of doubt, no professional services fees amounts shall be added to the Investment Summary without your advance written approval, as described in Section C(3) below.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. For avoidance of doubt, no services will be added to this Agreement without your advance written approval.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies

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provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

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For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items

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outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

   2.5 Disentanglement. In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum, Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to the Client, or to any replacement providers designated by the Client (a "Disentanglement"). The parties shall reasonably cooperate during Disentanglement. Client shall reimburse Tyler for Disentanglement services provided by Tyler at Tyler's then-current rates, plus reasonable costs and expenses, as set forth in the parties' executed change order or addendum.

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2.6 Provision of Client Data. Upon Client request in connection with expiration, termination,or non-renewal of this Agreement, Tyler will provide a copy of the Client Data then-residing in the production environment of the SaaS Services. The Client Data will be in the same format as is the Client Data in the hosted environment unless otherwise agreed by Tyler and Client.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 To the extent permitted by applicable law we will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our

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agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance mentioned on Exhibit F: Insurance Requirements.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming

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aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

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10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

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(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Use of Client Data. Tyler shall not use or disclose Client's Data except as permitted, as reasonable required by the Agreement, or as otherwise authorized in writing by the Client. Any use or storage of Client's Data shall be solely done within the United States of America, unless otherwise authorized in writing by Client. Further, no license of Client's Data is provided to Tyler except as permitted, as reasonable required by this Agreement, or as otherwise authorized in writing by the Client. Data mining, processing of data, stored or transmitted by the service for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose that is not reasonably required by this Agreement, or as otherwise authorized in writing by the Client is strictly prohibited.

19. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

20. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

23. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this

Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

24. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

25. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
	Schedule 3: Emphasys Sympro Software Agreement
Exhibit E	Statement of Work
Exhibit F	Insurance Requirements

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: DocuSigned by: 79E5795CA412490...

Name: Robert Kennedy-Jensen

Title: General Counsel

Date: 11/4/2022 | 5:57 AM PDT

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

APPROVED AS TO FORM:
DocuSigned by: 245F8B35F34C457...
Tara Mazzanti
Assistant City Attorney

City of Livermore, California

By: _____

Name: Marianna Marysheva

Title: City Manager

Date: _____

Address for Notices:
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550-5053
Attention: Administrative Service Director

APPROVED AS TO INSURANCE:

_____

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Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:	Jennifer Wahlbrink
Quote Expiration:	10/24/22
Quote Name:	City of Livermore-ERP-Munis
Quote Description:	9-29-22 City of Livermore, CA v.3
Saas Term	3.00

Sales Quotation For:
City of Livermore
4444 East Ave
Livermore CA 94550-5053
Phone: +1 (925) 960-4300

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	312	$ 75,623.00
Accounts Payable	1	96	$ 20,771.00
Budgeting	1	132	$ 20,771.00
Capital Assets	1	144	$ 18,656.00
Cash Management	1	96	$ 14,143.00
Contract Management	1	72	$ 8,815.00
Project & Grant Accounting	1	112	$ 12,182.00
Purchasing	1	340	$ 33,722.00
Human Resources Management			
Employee Expense Reimbursement	1	72	$ 7,310.00
Human Resources & Talent Management	1	112	$ 6,155.00
Payroll w/ESS	1	216	$ 7,860.00
Time & Attendance - Up to 500 Employees	1	144	$ 9,715.00
Time & Attendance Mobile Access	1	0	$ 1,952.00
Revenue Management			
Accounts Receivable	1	216	$ 16,297.00

EXHIBIT A

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Cashiering	1	80	$ 22,783.00
Central Property File	1	8	$ 987.00
General Billing	1	132	$ 8,546.00
Utility Billing CIS including Graphing Agent	1	152	$ 7,754.00
Utility Billing Meter Interface	1	24	$ 1,731.00
Civic Services			
Resident Access	1	104	$ 21,000.00
Content Management			
Content Manager Core	1	64	$ 22,501.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	144	$ 34,976.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	1	0	$ 9,750.00
Integrations			
API Toolkit Bundle	1	48	$ 22,042.00
Subscription Fees			
ACFR Statement Builder	1	32	$ 12,429.00

Sub-Total:		$ 418,471.00
Less Discount:		$ 41,848.00
TOTAL	**2852**	**$ 376,623.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Additional Implementation Days As Needed	257	$ 200.00	$ 0.00	$ 51,400.00	$ 0.00
Configuration Postal Xpress (Lorton)	1	$ 1,275.00	$ 0.00	$ 1,275.00	$ 0.00
Executive Insights Implementation	1	$ 10,500.00	$ 0.00	$ 10,500.00	$ 0.00
Project Management	392	$ 200.00	$ 0.00	$ 78,400.00	$ 0.00
Conversions – See Detailed Breakdown Below				$ 89,500.00	$ 0.00
Onsite Implementation	740	$ 225.00	$0.00	$ 166,500.00	$ 0.00
Remote Implementation	2112	$ 200.00	$0.00	$ 422,400.00	$ 0.00

TOTAL	**$ 819,975.00**	**$ 0.00**

Transaction Fees

Description
Enterprise ERP Payments

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Cash Drawer	1	$ 260.00	$ 0.00	$ 260.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner - Model 1950GSR	1	$ 450.00	$ 0.00	$ 450.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner Stand	1	$ 30.00	$ 0.00	$ 30.00	$ 0.00	$ 0.00	$ 0.00
Printer (TM-S9000II)	1	$ 1,623.00	$ 0.00	$ 1,623.00	$ 0.00	$ 0.00	$ 0.00
SymPro Conversion (up to 25 outstanding bonds)	1	$ 5,000.00	$ 0.00	$ 5,000.00	$ 0.00	$ 0.00	$ 0.00
SymPro Debt Manager SaaS Solution	1	$ 0.00	$ 0.00	$ 0.00	$ 19,800.00	$ 0.00	$ 19,800.00
SymPro Training	1	$ 16,100.00	$ 0.00	$ 16,100.00	$ 0.00	$ 0.00	$ 0.00
Touchscreen 10: Barcode Reader	1	$ 2,510.00	$ 0.00	$ 2,510.00	$ 251.00	$ 0.00	$ 251.00
TOTAL				**$ 25,973.00**			**$ 20,051.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 376,623.00
Total Tyler Services	$ 819,975.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 25,973.00	$ 20,051.00
Summary Total	**$ 845,948.00**	**$ 396,674.00**

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Contract Total	**$ 1,995,868.00**
Estimated Travel Expenses excl in Contract Total	**$ 54,500.00**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Actuals up to 3 years	1	$ 3,500.00	$ 0.00	$ 3,500.00
AC - Budgets up to 3 years	1	$ 3,500.00	$ 0.00	$ 3,500.00
AC Standard COA	1	$ 4,000.00	$ 0.00	$ 4,000.00
Accounts Payable				
AP - Checks up to 5 years	1	$ 5,400.00	$ 0.00	$ 5,400.00
AP - Invoice up to 5 years	1	$ 7,000.00	$ 0.00	$ 7,000.00
AP Standard Master	1	$ 3,000.00	$ 0.00	$ 3,000.00
Capital Assets				
CA - History	1	$ 3,500.00	$ 0.00	$ 3,500.00
CA Std Master	1	$ 5,000.00	$ 0.00	$ 5,000.00
Contract Management				
Contracts	1	$ 6,500.00	$ 0.00	$ 6,500.00
General Billing				
GB - Bills up to 5 years	1	$ 6,000.00	$ 0.00	$ 6,000.00
GB - Recurring Invoices	1	$ 5,000.00	$ 0.00	$ 5,000.00

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GB Std CID	1	$ 2,800.00	$ 0.00	$ 2,800.00
Payroll				
HR Human Resources - Certifications	1	$ 1,400.00	$ 0.00	$ 1,400.00
HR Human Resources - Education	1	$ 1,400.00	$ 0.00	$ 1,400.00
HR Human Resources - PM Action History up to 5 years	1	$ 1,400.00	$ 0.00	$ 1,400.00
HR Human Resources - Position Control	1	$ 1,400.00	$ 0.00	$ 1,400.00
HR Human Resources - Recruiting	1	$ 1,400.00	$ 0.00	$ 1,400.00
PR Payroll - Accrual Balances	1	$ 1,500.00	$ 0.00	$ 1,500.00
PR Payroll - Accumulators up to 5 years	1	$ 1,400.00	$ 0.00	$ 1,400.00
PR Payroll - Check History up to 5 years	1	$ 1,200.00	$ 0.00	$ 1,200.00
PR Payroll - Deductions	1	$ 1,800.00	$ 0.00	$ 1,800.00
PR Payroll - Earning/Deduction Hist up to 5 years	1	$ 2,500.00	$ 0.00	$ 2,500.00
PR Payroll - Standard	1	$ 2,000.00	$ 0.00	$ 2,000.00
PR Payroll - State Retirement Tables	1	$ 1,400.00	$ 0.00	$ 1,400.00
Project & Grant Accounting				
PG - Actuals up to 3 years	1	$ 3,500.00	$ 0.00	$ 3,500.00
PG - Budgets up to 3 years	1	$ 3,500.00	$ 0.00	$ 3,500.00
PGA Standard	1	$ 4,000.00	$ 0.00	$ 4,000.00
Purchasing				
Purchasing - Standard	1	$ 4,500.00	$ 0.00	$ 4,500.00
	TOTAL			**$ 89,500.00**

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Bid Management	1	72	$ 9,033.00
Inventory	1	144	$ 18,656.00

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Quatred Asset Scanning Interface	1	40	$ 1,970.00
Quatred Inventory Scanning Interface	1	40	$ 2,078.00
Vendor Access	1	64	$ 16,200.00
Human Resources Management			
Advanced Scheduling - Up to 100 Employees	1	56	$ 4,788.00
Advanced Scheduling Mobile Access	1	0	$ 1,529.00
Recruiting	1	24	$ 1,736.00
Revenue Management			
Animal License	1	56	$ 8,647.00
Civic Services			
Business Management API Toolkit	1	0	$ 9,184.00
Business Management Suite	5	440	$ 5,510.00
Civic Access - Business Management	1	40	$ 11,225.00
Civic Access - Community Development	1	40	$ 11,225.00
Community Development Suite	5	1144	$ 5,510.00
Decision Engine	1	8	$ 10,500.00
e-Reviews	1	136	$ 19,838.00
Enterprise Permitting & Licensing Advanced Automation Bundle w Executive Insights	1	40	$ 4,408.00
My Civic	1	136	$ 15,000.00
Report Toolkit	1	0	$ 1,837.00
Workforce Mobile	1	32	$ 367.00
Data Insights			
Capital Projects Explorer	1	0	$ 7,200.00
Citizen Connect	1	40	$ 4,200.00
Economic Intelligence	1	0	$ 13,500.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	40	$ 1,706.00
Open Finance	1	0	$ 30,000.00
Additional			
GIS	1	8	$ 296.00
Integrations			
SnapLogic - Up to 5 Integrations	1	999	$ 3,000.00

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	TOTAL:	**3599**	**$ 219,143.00**

Optional Tyler Annual Services

Description	Qty	Imp. Hours	Annual Fee
Recurring Services			
Managed Detection & Response	1	0	$ 60,000.00
	TOTAL:	**0**	**$ 60,000.00**

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Install Fee - Capital Projects Explorer	1	$ 4,200.00	$ 0.00	$ 4,200.00	$ 0.00
Install Fee - Managed Detection & Response	1	$ 2,000.00	$ 0.00	$ 2,000.00	$ 0.00
Install Fee - Open Finance	1	$ 7,000.00	$ 0.00	$ 7,000.00	$ 0.00
Conversion – See Detailed Breakdown Below				$ 84,150.00	$ 0.00
Onsite Implementation	936	$ 225.00	$ 0.00	$ 210,600.00	$ 0.00
Remote Implementation	2663	$ 200.00	$ 0.00	$ 532,600.00	$ 0.00
TOTAL				**$ 840,550.00**	**$ 0.00**

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Koa Hills - Data Conversion Assistance - Enterprise Permitting & Licensing	1	$ 92,760.00	$ 0.00	$ 92,760.00	$ 0.00	$ 0.00	$ 0.00
Koa Hills - Data Conversion Assistance - Finance	1	$ 54,360.00	$ 0.00	$ 54,360.00	$ 0.00	$ 0.00	$ 0.00
Koa Hills - Data Conversion Assistance - HCM	1	$ 29,340.00	$ 0.00	$ 29,340.00	$ 0.00	$ 0.00	$ 0.00
Koa Hills - Data Conversion Assistance - Utility Billing	1	$ 85,680.00	$ 0.00	$ 85,680.00	$ 0.00	$ 0.00	$ 0.00

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Koa Hills - Historical Archive Database Module - Financials - Annual Hosting (SaaS)	1	$ 0.00	$ 0.00	$ 0.00	$ 22,715.00	$ 0.00	$ 22,715.00
Koa Hills - Historical Archive Database Module - HCM - Annual Hosting (SaaS)	1	$ 0.00	$ 0.00	$ 0.00	$ 17,715.00	$ 0.00	$ 17,715.00
Pattern Stream Automated Document System - Implementation	80	$ 185.00	$ 0.00	$ 14,800.00	$ 0.00	$ 0.00	$ 0.00
Pattern Stream Automated Document System - SaaS	1	$ 0.00	$ 0.00	$ 0.00	$ 30,650.00	$ 0.00	$ 30,650.00
Quatred Barcode Reader - QUICK Fixed Asset	1	$ 3,297.00	$ 0.00	$ 3,297.00	$ 0.00	$ 0.00	$ 0.00
Quatred Barcode Reader - QUICK Inventory	1	$ 3,297.00	$ 0.00	$ 3,297.00	$ 0.00	$ 0.00	$ 0.00
Quatred Onsite Professional Services - Multi Product	1	$ 9,500.00	$ 0.00	$ 9,500.00	$ 0.00	$ 0.00	$ 0.00
Quatred QUICK Fixed Asset Starter Kit	1	$ 7,292.00	$ 0.00	$ 7,292.00	$ 0.00	$ 0.00	$ 0.00
Quatred QUICK Inventory Starter Kit	1	$ 7,292.00	$ 0.00	$ 7,292.00	$ 0.00	$ 0.00	$ 0.00
TOTAL				**$ 307,618.00**			**$ 71,080.00**

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Animal License				
AL - Bills	1	$ 6,300.00	$ 0.00	$ 6,300.00
AL Std Master	1	$ 5,500.00	$ 0.00	$ 5,500.00
Content Management				
Content Manager Core - Business Licensing-CNV	1	$ 7,000.00	$ 0.00	$ 7,000.00
Content Manager Core - Permit	1	$ 8,000.00	$ 0.00	$ 8,000.00
Conversions				
Business Management Conversion	1	$ 15,275.00	$ 0.00	$ 15,275.00
Community Development	1	$ 34,075.00	$ 0.00	$ 34,075.00
Inventory				
IN - Commodity Codes	1	$ 3,000.00	$ 0.00	$ 3,000.00
IN Std Master	1	$ 5,000.00	$ 0.00	$ 5,000.00

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TOTAL	**$ 84,150.00**

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	$ 75,623.00	$ 7,562.00	$ 68,061.00
Accounts Payable	$ 20,771.00	$ 2,077.00	$ 18,694.00
Budgeting	$ 20,771.00	$ 2,077.00	$ 18,694.00
Capital Assets	$ 18,656.00	$ 1,866.00	$ 16,790.00
Cash Management	$ 14,143.00	$ 1,414.00	$ 12,729.00
Contract Management	$ 8,815.00	$ 882.00	$ 7,933.00
Project & Grant Accounting	$ 12,182.00	$ 1,218.00	$ 10,964.00
Purchasing	$ 33,722.00	$ 3,372.00	$ 30,350.00
Human Resources Management			
Employee Expense Reimbursement	$ 7,310.00	$ 731.00	$ 6,579.00
Human Resources & Talent Management	$ 6,155.00	$ 616.00	$ 5,539.00
Payroll w/ESS	$ 7,860.00	$ 786.00	$ 7,074.00
Time & Attendance - Up to 500 Employees	$ 9,715.00	$ 972.00	$ 8,743.00
Time & Attendance Mobile Access	$ 1,952.00	$ 195.00	$ 1,757.00
Revenue Management			
Accounts Receivable	$ 16,297.00	$ 1,630.00	$ 14,667.00
Cashiering	$ 22,783.00	$ 2,278.00	$ 20,505.00
Central Property File	$ 987.00	$ 99.00	$ 888.00
General Billing	$ 8,546.00	$ 855.00	$ 7,691.00
Utility Billing CIS including Graphing Agent	$ 7,754.00	$ 775.00	$ 6,979.00
Utility Billing Meter Interface	$ 1,731.00	$ 173.00	$ 1,558.00
Civic Services			
Resident Access	$ 21,000.00	$ 2,100.00	$ 18,900.00
Content Management			
Content Manager Core	$ 22,501.00	$ 2,250.00	$ 20,251.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	$ 34,976.00	$ 3,498.00	$ 31,478.00
Additional			

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Enterprise Forms Processing Software (including Common Form Set)	$ 9,750.00	$ 975.00	$ 8,775.00
Integrations			
API Toolkit Bundle	$ 22,042.00	$ 2,204.00	$ 19,838.00
Subscription Fees			
ACFR Statement Builder	$ 12,429.00	$ 1,243.00	$ 11,186.00
TOTAL	**$ 418,471.00**	**$ 41,848.00**	**$ 376,623.00**

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

EXHIBIT A

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Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation RapidIdentity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 14 unique business transactions, 14 template business transactions, 7 geo-rules and 7 automation events. Configuration elements beyond this will be owned by the client.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 25 unique business transactions, 25 template business transactions, 15 geo-rules and 15 automation events. Configuration elements beyond this will be owned by the client.

The SaaS fees for product that are not named users are based on 175 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

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Additional required hardware will be purchased by the client directly through Quatred.

Quatred Barcode Reader - QUICK Fixed Asset: QUICK Fixed Asset Software, NX6 Rugged Mobile Scanning Device with 2D Imager, WLAN, Bluetooth, GPS, Camera, Android 8.1 OS, Power supply, with 3 Year All-Inclusive depot repair/replace coverage.

Quatred Barcode Reader - QUICK Inventory: QUICK Inventory Software, NX6 Rugged Mobile Scanning Device with 2D Imager, WLAN, Bluetooth, GPS, Camera, Android 8.1 OS, Power supply, with 3 Year All-Inclusive depot repair/replace coverage.

Quatred Professional Services - Multi Product: 4 days onsite installation, configuration and training. Includes travel and living. Fees for Quatred services are payable upon completion of services.

Quatred QUICK Fixed Asset Starter Kit: QUICK Fixed Asset Software, NX6 Rugged Mobile Scanning Device with 2D Imager, WLAN, Bluetooth, GPS, Camera, Android 8.1 OS, Power supply, with 3 Year All-Inclusive depot repair/replace coverage. Software support an

Quatred QUICK Inventory Starter Kit: QUICK Inventory Software, NX6 Rugged Mobile Scanning Device with 2D Imager, WLAN, Bluetooth, GPS, Camera, Android 8.1 OS, Power supply, with 3 Year All-Inclusive depot repair/replace coverage. Software support and upgrades renewal for QUICK Inventory - after the first year, billed by Quatred.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: https://www.tylertech.com/terms/executime-clock-terms.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

For the avoidance of doubt, Managed Detection & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Managed Detection & Response commence on the availability of the service. Managed Detection &

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Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Managed Detection & Response service upon renewal. The quoted Managed Detection & Response amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Notwithstanding the foregoing, we shall not increase SaaS Fees by more than 5% per year in years four (4) and five (5).

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. Tyler shall retain ten percent (10%) of the Implementation and Other Professional Services fees for any phase until the phase go-live data for that particular phase. At which point, that 10% retained Implementation and Other Professional Services fee will be invoiced to Client for payment.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the

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specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

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2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

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Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

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5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

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Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

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Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

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such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

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Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

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Exhibit D
Schedule 2
DocOrigin Terms

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A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

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6. **INDEMNIFICATION & LIMITATIONS OF LIABILITY.**

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("**Claims**"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. **TERM AND TERMINATION**

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

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7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 **No Waiver**. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability**. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment**. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA**. This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

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emphasys Software

tyler technologies

Exhibit D
Schedule 3
Emphasys Software Sympro Terms

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Scope of Work

As part of this implementation, Emphasys will provide the following modules and services to the City of Livermore, CA Tyler ERP project:

SymPro Debt Management System Software Installation
1. Debt Management (Cloud)
2. General Ledger Interface module to Tyler – Both Debt and Investment modules
3. Conversion of County's Debt Data (25 issues)
4. Creation of custom GL Export file to Tyler
Other
1. Project Management 2. Total of Two (2) days of on-site implementation & trainings 3. Setup and configuration of cloud hosting environment for debt 4. City is currently running the SymPro investment solution on premise and this will be moved to the cloud also.

The implementation of the system can be considered complete and successful when the following goals have been met:

- ✓ All data conversion has been added to and checked within the system.
- ✓ All modules and interfaces have been installed and are fully operational.
- ✓ All identified users are trained and fully functional with all elements of the software.

At the end of the process, the personnel of the City of Livermore, CA will be able to meet their investment tracking, debt management and reporting needs to the extent specified in the RFP.

Data Conversion

Emphasys will convert the City's existing debt data (up to 25 Issues) from legacy platform(s) to SymPro Debt Manager. Service Includes:

- Adding all current outstanding debt including cash flows by CUSIP; including one generation of historical refunded debt.
- Review of reporting requirements for structuring portfolio setup
- Analysis of Debt Manager data to match original Total Principal and Total Interest; option to include analysis with Comprehensive Annual Financial Report from prior fiscal year to ensure continuity and accuracy
- Storage of all available bond documents in PDF, Word, Excel formats

Training

Training for the Debt System will be split into 2 periods, listed below. Each training day is generally scheduled from 9am to 5pm. Agendas for each training period will be sent out at least seven (7) days prior to each on-site.

Training period 1: Debt Management Software Training – One and a half (1.5) days
Training period 2: General Ledger Interface Implementation/Training – Half (.5) day

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emphasys Software

EMPHASYS SOFTWARE AGREEMENT

This Agreement is entered into on the date set forth below, by and between Emphasys Computer Solutions, Inc. having its principal place of business in Pembroke Pines, FL (hereinafter Emphasys); and City of Livermore, CA having its principal place of business at 1052 South Livermore Ave, Livermore, CA 94550 (hereinafter Licensee).

1. **LICENSED SOFTWARE**

1.1. Emphasys grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software identified in Attachment A ("Licensed Software"), provided to Licensee as Software-as-a-Service ("SaaS"), and Emphasys, as authorized agent, grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software described in Attachment A ("Other Licensed Software"). The license is solely for Licensee's own use for its internal data processing operations and solely on the one computer system currently used by Licensee or delivered to Licensee in an Emphasys provided hosted environment (SaaS), purchased and delivered hereunder. Licensee agrees to abide by all terms and conditions as required by the manufacturers of the Other (Third Party) Licensed Software.

2. **PROPRIETARY INFORMATION & NON-DIS-CLOSURE**

2.1. Licensed Software, including source code and Support Services, and all documents related thereto, constitutes proprietary information and trade secrets to Emphasys or to the principals for whom Emphasys is the authorized agent. Title and full ownership, including any modifications or revisions thereto, shall at all times remain with Emphasys or its principal.

2.2. Licensee may not make copies of the Licensed Software except for backup, archival, emergency recovery purposes or to replace a worn copy. If this License Agreement is terminated, all such copies must be destroyed and the Licensed Software returned to Emphasys.

2.3. Licensee agrees that it will not allow others to reverse engineer, disassemble, de-compile or in any way tamper with the Licensed Software.

2.4. Licensee shall take all reasonable steps to ensure that all Licensed Software, in whatever form, and all documents relating thereto, are held in confidence by Licensee, its employees and consultants and are not disclosed or made available to any third party not licensed by Emphasys, without the prior written consent of Emphasys. Licensee shall instruct in writing all parties having access to the Software of their obligations under this Article.

2.5. In the event of Licensee's breach of this Article, as determined by Emphasys, Emphasys shall have the right to enjoin Licensee from further breach and obtain such relief as may be determined by a court of competent jurisdiction.

3. **PAYMENT TERMS**

3.1. Licensee agrees to pay SaaS Fees annually, in advance, commencing upon the date Emphasys makes the SaaS environment available..

3.2. Licensee agrees to pay 100% of the amounts listed in this Agreement for Services upon delivery of such Services by Emphasys.

3.3. All amounts are due and payable within thirty calendar days of Emphasys' invoice, and all amounts shall be in US dollars unless otherwise noted. Emphasys accepts all major credit cards. A 3% convenience fee will be charged on processed items.

3.4. Emphasys shall have the right to withhold services and be held harmless in the event scheduled payments due hereunder remain outstanding for a period longer than thirty days from the due date. Emphasys shall also have the right to charge a reinstatement or collection fee equal to 10% of any amount unpaid and overdue for this period of time. In addition, Licensee shall be responsible for paying for any third party collection or legal costs incurred by Emphasys as a result of additional collection efforts. Finally, Emphasys reserves the right to cancel Licensee's license for Licensed Software, after written notice of 30 days, for any material breach by Licensee or if any charges called for herein, which are not reasonably disputable and

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are in excess of $10,000, remain unpaid for a period of ninety (90) days beyond the due date. Cancellation for any reason shall not affect the sums due hereunder or any additional remedies provided by law or equity.

3.5. In addition to any penalties that may be charged, Emphasys reserves to right to assess and licensee agrees to pay a service charge of one and one-half percent (1.5%) per month or partial month on all past due invoices.

3.8 In addition to the amounts listed for Services, Licensee agrees to pay for reasonable expenses incurred by Emphasys to fulfill its obligations to Licensee, including travel expenses such as lodging, food, airfare, ground transportation, mileage and airport parking during the term of this Agreement.

3.9 Any sales-related taxes, whether specifically identified in this Agreement or not, which are imposed currently or in the future, by any authority with the power of taxation in connection with this Agreement, shall be paid by Licensee. If Licensee is exempt from taxation, Licensee shall provide Emphasys with a Certificate of Exemption upon request.

4. **WARRANTY**

4.1. Emphasys warrants that it is the owner of the Licensed Software and Documentation and that Emphasys has the right to sublicense such Licensed Software or Other Licensed Software, as applicable. Emphasys further warrants that no portion of the Licensed Software or Documentation infringes on the intellectual property rights of any third party. Emphasys will indemnify and hold harmless Licensee, its affiliates and each of their respective officers, directors, affiliates, owners, employees and agents ("Indemnitee") from any loss, liability, damage, or expense, including, but not limited to, costs of defense resulting from any claims, demands, or actions brought against Indemnitee based on a claim or allegation that the Licensed Software or Documentation infringes or misappropriates a patent, copyright, trade secret, information, or any other rights of any third party. Emphasys shall have the right to direct the defense strategy and to select their legal representation. The affected Indemnitee, however, shall give Emphasys prompt written notice of any such claim and shall cooperate in the defense of such claims, demands or actions.

4.2. Emphasys warrants that the Software will be free from defects in material and workmanship and shall substantially comply with Emphasys' then current documentation. The warranty period of thirty (30) days commences immediately following initial Software installation.

4.3. These warranties will only be valid when the Software is used by Licensee in an appropriate and reasonable manner consistent with normal usage and management of such Software. The exclusive remedy of Licensee for breach of these warranties is that Emphasys shall be required to correct, repair, adjust or modify the Software if such defect in material or workmanship occurs and is reported by Licensee in writing within the appropriate warranty period. Emphasys shall not be responsible or liable for damage to the Software caused by Licensee, acts of God, the tampering with or modification of the Software by anyone other than Emphasys' authorized personnel, or damage to the Software occurring by virtue of electrical malfunctions or external factors over which Emphasys has no control.

4.4. These warranties do not extend to any Software to which repairs or modifications have been performed by Licensee or persons not authorized by Emphasys, unless such repairs were performed with the prior written consent of Emphasys.

4.5. Emphasys warrants that all Services provided pursuant to this Agreement will be performed in a workmanlike manner in accordance with reasonable commercial standards. This warranty shall extend for thirty days following completion of the particular Service, and Emphasys shall correct all Services not so performed if brought to Emphasys' attention in writing within the warranty period.

4.6. Emphasys provides no warranties for hardware Equipment and related system software beyond that provided by the manufacturer.

4.7. THE WARRANTIES PROVIDED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT

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EXTEND BEYOND THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **LIMITATION OF LIABILITY**

5.1. Emphasys shall not be liable to Licensee or any other person for any claim or damages arising directly or indirectly from the furnishing of Equipment, Software, Services, or any documentation relating to such Equipment, Software or Services provided hereunder or from any other cause, except for claims arising from the negligence or willful misconduct of Emphasys or Emphasys' employees, agents or subcontractors. Liability of Emphasys for negligence shall in no event exceed the total price of the item of Equipment, Software Module, or particular Service that is the subject of the claim. Except for acts of willful misconduct, in no event shall Emphasys be liable to Licensee or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functioning or the use of the Equipment, Software or Services provided hereunder, even if Emphasys has been advised of the possibility of such damages.

6. **AGREEMENT**

6.1. The Agreement between Licensee and Emphasys consists of the following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:

6.1.1. The contents herein, as may be modified in accordance with Article 9.5, including all Attachments.

6.1.2. Emphasys' proposal, hereinafter referred to as Attachment A, License and Service Fees.

7. **SUPPORT**

7.1. Emphasys shall provide Support included as part of the annual SaaS fees, commencing on the Effective Date. This Agreement shall automatically renew for additional terms of one (1) year each unless either party provides the other with written notice of termination at least one hundred twenty (120) days prior to the expiration date of the initial term or of any subsequent one-year term. SaaS Fees are based on a 5 year term. If for any reason Licensee cancels within the first five years, the balance of the remaining 5 years of SaaS Fees will be due immediately upon termination (the "Early Termination Fee").

7.2. Effect of Termination. Upon termination of this Agreement the Licensee shall immediately cease all use of the Licensed Software, and within thirty (30) days of the termination date the Licensee shall (1) uninstall the Licensed Software from all of the Licensee's computers, (2) provide written notice to Emphasys attesting to the removal of the Licensed Software, and (3) pay the Early Termination Fee (the "Termination Procedures"). In the event that the Licensee fails to complete the termination procedures in a timely manner, the Licensee agrees to pay for the continued use of the Licensed Software, and Licensee shall pay Emphasys on the first of each month a monthly fee equal to one-twelfth (1/12) of the SaaS Fee multiplied by 115%, until such a time that the Licensee has satisfactorily completed the Termination Procedures.

7.3. Termination Audit. For a period of three (3) years after the termination of this Agreement Emphasys shall have the right to inspect the Licensee's computers and premises to ensure that the Licensee has fully and completely satisfied the Termination Procedures. In the event that the Licensed Software is discovered on any of the Licensee's computers or devices, the Licensee agrees that the presence of the Licensed Software shall be de facto evidence of the Licensee's continued use of the Licensed Software and the Licensee's violation of the Termination Procedures. In the event that the Licensed Software is discovered on any of the Licensee's computers or devices, the Licensee agrees to pay Emphasys a fee for the continued de facto use of the Licensed Software; such fee shall be equal to 125% of the SaaS Fee for period beginning on the termination date and ending on the date on which the audit was completed.

7.4. The prices of this agreement are outlined in Attachment A, License and Service Fees. Thereafter, Emphasys shall be entitled to increase

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its fees for SaaS upon sixty (60) days prior written notice to Licensee.

7.5. Emphasys agrees to provide Standard Support, as defined in this Agreement, for the Licensed Software licensed to Licensee. Emphasys agrees to provide Standard Support to enable the Licensed Software to perform substantially without interruption and error, and in Substantial Compliance with the then current Documentation and the then current Mandated Changes.

7.6. Emphasys is to provide support to Licensee for technical issues arising from the Licensed Software malfunctioning relative to the functionality described in the Documentation. Any additional services to support Licensee are outside the scope of this Agreement.

7.7. "Software for Life": Licensee shall be entitled to Upgrades without having to repurchase Emphasys proprietary software licenses. During the term of this Agreement, Licensee shall be entitled to any substantially equivalent future Upgrades of that originally licensed module at no additional license fee, provided that all related SaaS fees have been paid since the original licensing of that module. Licensee is responsible for purchasing any third party required product (hardware or software) and Services required to properly implement the Upgrade.

7.8. Audits: During the term of this Agreement and for three (3) years after termination or expiration, Licensee will maintain complete records regarding software modules installed or purchased, or any other measure upon which SaaS fees are based. Upon reasonable notice to Licensee, Emphasys may audit, at Emphasys' expense, Licensee's unit counts, software modules installed, and other relevant measures and supporting records to determine its compliance hereunder.

7.9. **Standard Support** means the following services shall be provided by Emphasys to Licensee at no additional cost to Licensee:

7.9.1. Technical troubleshooting and assistance with Licensed Software in order to restore the Licensed Software's functionality to its operational condition prior to any known errors and to comply with related published Documentation, the current published software manuals and Mandated Changes.

7.9.2. Corrections of errors, interruptions, malfunctions or defects in the Licensed Software to enable the Licensed Software to substantially conform to published Documentation.

7.9.3. Assistance with errors caused by routine Software Fixes or Enhancements that are correctly installed, as directed in writing by Emphasys.

8. **RESPONSIBILITIES OF LICENSEE**

8.1. **Request for Service.** At any time, Licensee may report its request for service using Emphasys' dedicated support 800-support number or e-mail. If Licensee believes that the Support Event is a High priority, Licensee shall make every reasonable effort to determine if the event is hardware or software-related prior to requesting support from Emphasys.

8.2. **Standard Required Information.** When contacting Emphasys for Standard Support, Licensee shall provide the following information: Licensee name, phone and contact person, the name of the Licensed Software module (e.g., General Ledger, etc.), the menu item that was selected and the exact difficulty that was experienced. Licensee understands and agrees that its full cooperation and assistance are necessary for Emphasys to properly respond to a request for service. Licensee is responsible for notifying Emphasys of any Licensed Software problems and providing written documentation of Licensed Software problems with specific examples.

8.3. **Install Latest Third Party Software.** Licensee agrees to install in their live environment the latest released version of Third Party Software that is used by and compatible with the Licensed Software within two (2) years of general release by said third party. During such two (2) year period, Emphasys shall use its Best Efforts to continue to support the Licensed Software using Licensee's version of the Third Party Software. In the event a Third Party Software product or version thereof is discontinued, phased-out or no longer supported

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by its owner, Emphasys' obligation to support that Software shall cease.

8.4. **Reasonable Access.** Licensee agrees to provide those Emphasys personnel involved with the operation and support of the Licensed Software reasonable access to perform activities necessary to fulfill its obligations under this Agreement Licensee will also provide its own Internet access and connection. Such provision shall be operable prior to initial software installation and shall remain operable for the duration of Emphasys' obligation to Licensee for software support services.

8.5. **Data for Support.** Licensee will make available to Emphasys, on a reasonable basis, data necessary for the successful support of the Licensed Software. All such data shall be considered to be Licensee's Proprietary Information, and Emphasys shall retain same in strict confidence and shall not use or disclose such Proprietary Information except to the extent necessary to perform services hereunder.

8.6. **Modifications by Licensee**. In no event shall Emphasys be liable or responsible for correcting any errors or damage resulting from changes or modifications to the Licensed Software made by Licensee.

8.7. **Designated Licensee Contact.** It is the intent that only Licensee designated contacts or, in their absence, their assignees initiate support calls to Emphasys.

9. **GENERAL**

9.1. Site Location: The Equipment and Software shall be located at the following address: Microsoft Azure Hosting Site.

9.2. Export: The Equipment and Licensed Software furnished by Emphasys herein and any direct products thereof are presently considered licensable commodities and are regulated by the U.S. Department of Commerce. In order to either export said commodities from the United States or to re-export same from any country, a valid license from the U.S. Department of Commerce is required. Diversion contrary to United States Law is prohibited.

9.3. Assignment: The rights under this Agreement shall not be assigned by Licensee without the written consent of Emphasys.

9.4. Complete Agreement: This Agreement, including all Attachments, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding the subject matter hereof.

9.5. Modification: This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each party.

9.6. Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.7. Waivers: Any waivers by either party of a breach of any provision to this Agreement shall not operate as, or be construed as, a waiver of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

9.8. Arbitration: All disputes, with the exception of the injunctive and other relief referred to in Article 2.5, above, arising out of or relating to this Agreement or a material breach thereof, will be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as supplemented by the Computer Guide, if then in existence. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The parties shall jointly request the American Arbitration Association to submit a panel of three arbitrators, each of which is listed on the Computer Arbitration Panel and at least one of which shall be an attorney in good standing.

9.9. Force Majeure: In the event of any cause beyond the control of either party, such party shall not be liable for any delay in the performance of, or failure to perform, this Agreement. Without limiting the generality of the foregoing, such causes include

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acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, quarantines, wars or war operations or other causes which could not, with reasonable diligence, be controlled or prevented by the party affected.

9.10. Notices: All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by certified mail or when delivered in person to the parties who have executed this Agreement.

9.11. Jurisdiction: The parties agree that this Agreement will be entered into in the State of Michigan, that both parties are subject to the jurisdiction of the state and federal courts in Michigan, and that such courts shall have exclusive jurisdiction over any case or controversy arising out of, or in any way relating to, this Agreement or to the relationship created hereunder. The parties further agree that the laws of the State of Michigan and of the United States shall govern the construction and interpretation of this Agreement and shall apply in any such case or controversy.

9.12. Headings: The paragraph headings used herein are for convenience of reference only and shall in no way be deemed to define, limit or add to any of the provisions hereof.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the parties hereunto have caused this Agreement to be executed by their duly authorized representatives, the later of such dates shall be the "Effective Date".

Emphasys Computer Solutions, Inc.	Licensee
By: DocuSigned by: George Rodriguez A4D63D2966E5471...	By: _____
Name: George Rodriguez	Name: _____
Title: General Manager	Title: _____
Date: 11/8/2022 | 6:39 AM PST	Date: _____

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Attachment A
to
EMPHASYS SOFTWARE AGREEMENT
By and Between
Emphasys Software. and City of Livermore, CA, Licensee
Effective Date _____

1. **SaaS Licensed Software:**
Debt Module (Cloud)
General Ledger Module
Creation of Journal Entries & Interface to GL
Investment Module (Cloud)
(City is currently running the SymPro investment system on premise)
General Ledger Module
Creation of Journal Entries & Interface to GL

2. **Authorized Users:** 4 user access

3. **SaaS and Service Fees: See Tyler SaaS Agreement.**

6. **Payment Schedule:**

SaaS fees will be invoiced in accordance with the terms of this agreement.
Professional service fees and training will be invoiced as services are performed.

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Attachment B
to
EMPHASYS SOFTWARE AGREEMENT
By and Between
Emphasys Software and City of Livermore, CA, Licensee
Effective Date _____

Annual Support and Maintenance Plan

The following SymPro Support and Maintenance Plan applies as of the Effective Date. Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Loading and configuring of SymPro Software
Operational Questions, including standard SymPro reports
Data entry support for all investment types supported within SymPro, including:

Investments

- Certificates of Deposits
- Negotiable Certificates of Deposits
- Checking Accounts
- Commercial Paper
- Commercial Paper Discount
- United States Treasury Issues, Coupon & Discount
- Federal Agency Issues, Coupon & Discount
- Rolling Repurchase Agreements
- GNMA, Pass Through
- Bankers Acceptances
- Corporate Bonds
- Medium Term Notes

Debt

- Serial Bonds
- Term Bonds
- Discount Bonds
- Variable Rate Coupon
- Commercial Paper
- Commercial Paper Discount
- Medium Term Notes

Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM – Pacific Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com), 24 hours a day. Answers to “Frequently Asked Questions” are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee’s data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee’s issue and Emphasys agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee’s issue.

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Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included..

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Exhibit E
Statement of Work

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EXHIBIT A

City of Livermore

SOW from Tyler Technologies, Inc.

9/1/2022

Presented to:
City of Livermore
1052 S Livermore Ave
Livermore, CA 94550-5053

Contact:
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and The City of Livermore, California ("City") (collectively the "Project").

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals, including but not limited to:
    - Enhance operational effectiveness by making more timely, accurate, and complete information available to citizens, the Auditor, City Council, and other City personnel
    - Utilize information technology to improve decision-making and service to the community
    - Improve internal and external communications using information technology
    - Refine business processes based on best practices
    - Enhance features and functionality to support increased automation and operational efficiencies by streamlining use of systems
    - Increase productivity by eliminating redundancy and unnecessary tasks
    - Increase access to data and the ability to query and run reports
    - Adopt a robust training plan to help provide subject matter experts, and occasional users of a future system, the knowledge and ability to independently use the selected system(s)

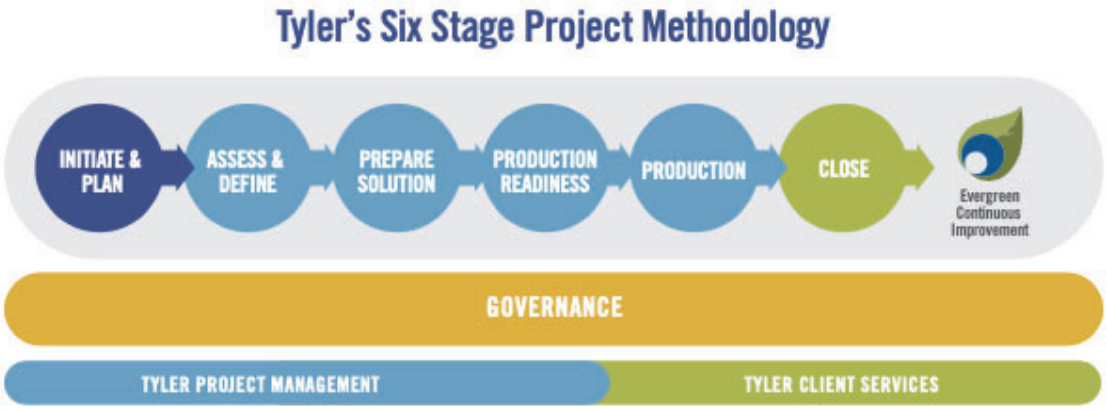
1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective

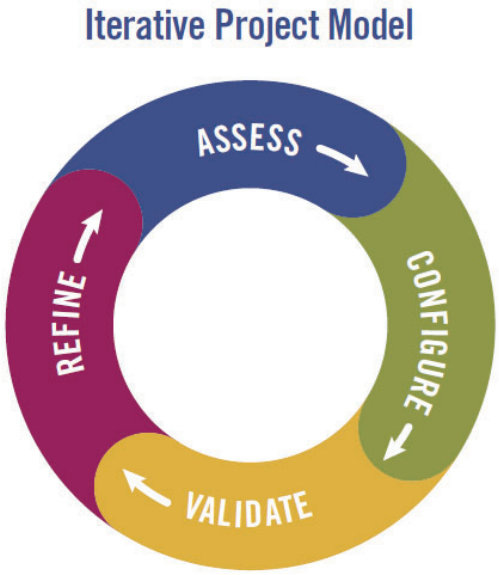
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communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Livermore and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Livermore's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

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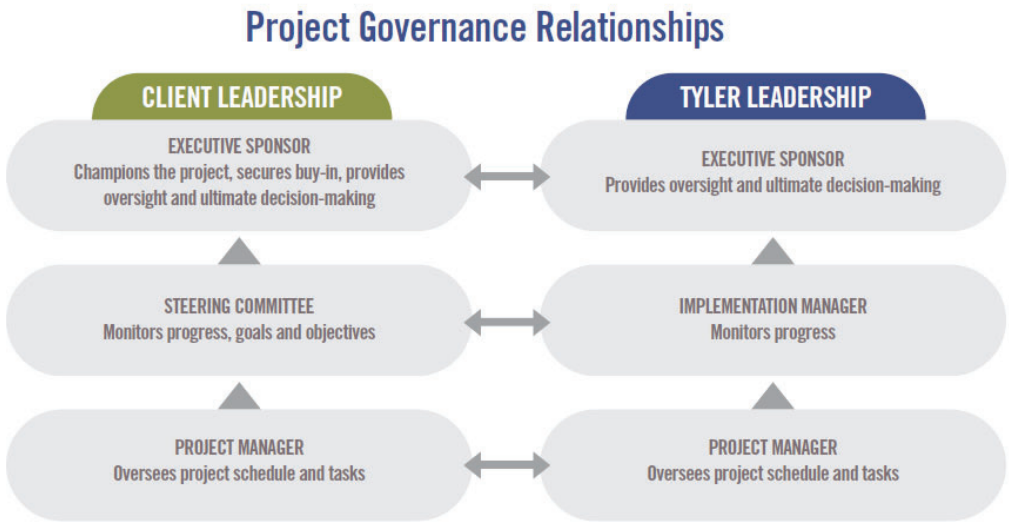
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



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3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

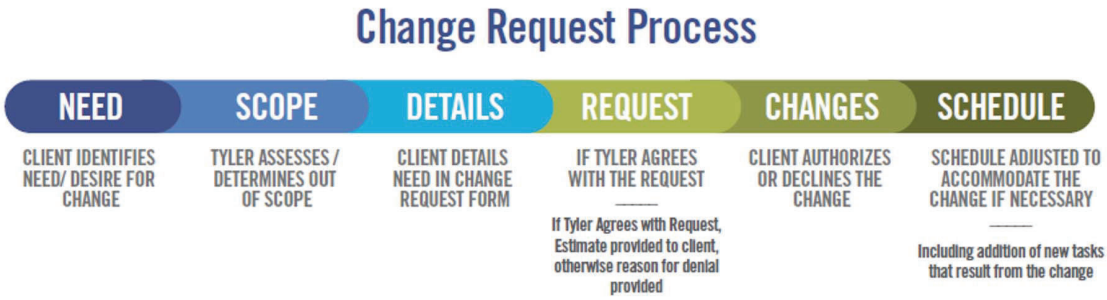
It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



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4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining the City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, and does not give a notice of rejection, Tyler may deem the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point within a mutually agreed upon timeframe based upon the complexity of the deficiencies. The City shall then have two (2) business days, or an otherwise agreed upon timeframe, from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and the City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5. Roles & Responsibilities

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

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5.1.1 Tyler Executive Manager

Tyler executive management (Carrie Giesy – carrie.giesy@tylertech.com) has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management (Katharina Howard – Katharina.howard@tylertech.com) has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with the City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

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- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

5.1.5 May provide conversion review and error resolution assistance. Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.

- Deploys Tyler products.

5.1.7 Tyler SaaS Technicians

- Sets up Tyler-hosted servers.
- Provides maintenance of hosted server hardware, operating system, and software upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides system management and disaster recovery services within hosting services.
- Performs Tyler software upgrades through coordination with the City.

5.1.8 Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to the City, as the City builds interfaces.

5.2 City Roles & Responsibilities

The City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project is staffed appropriately and that staff have the necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

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- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - City Policies
  - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner and Tyler agrees to work with City staff to provide responses to City in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.

- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all the City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to the City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of the City resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance

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- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure the application satisfies City business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live after Tyler provides adequate training and guidance to City staff.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for the City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site network and peripheral devices meet specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- After adequate training by Tyler, Becomes familiar with the software upgrade process and required steps.
- After adequate training by Tyler, Becomes familiar with Tyler's releases and updates.

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- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with the City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

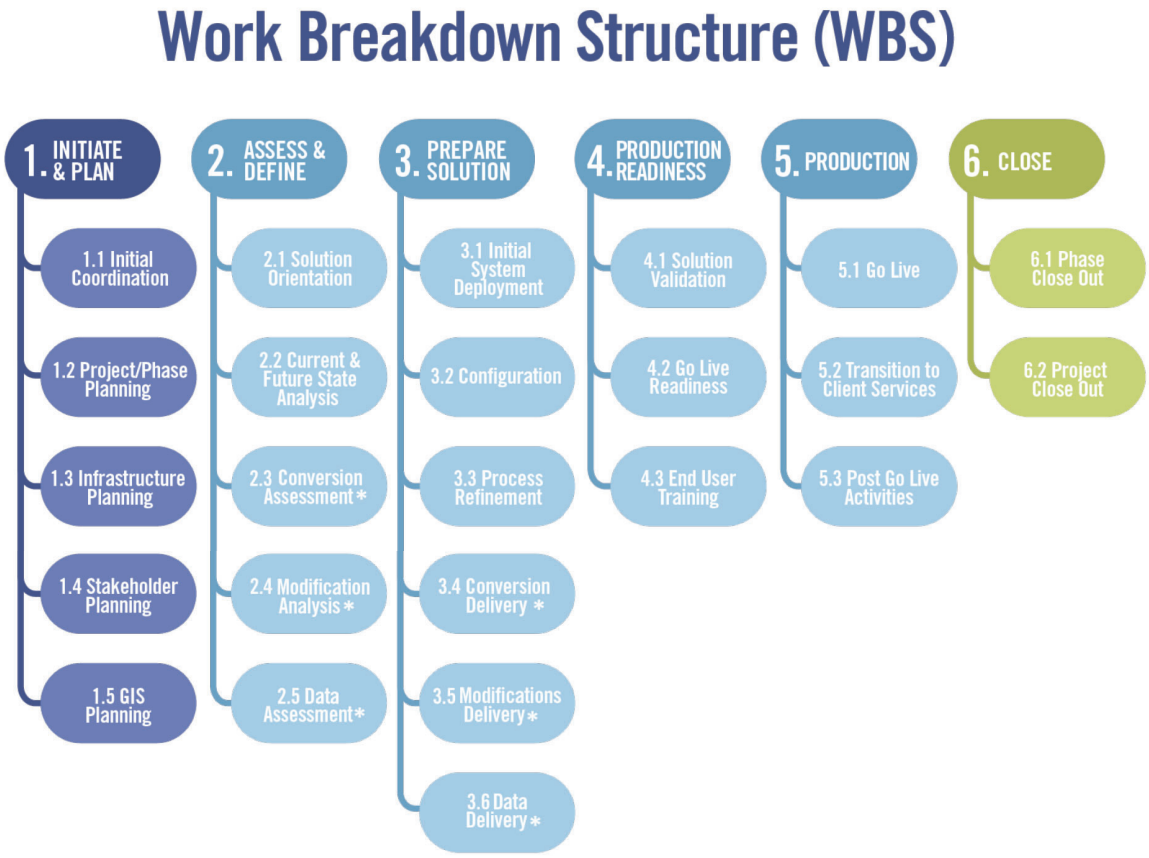
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Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the City.



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify the City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all the City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- The City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

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Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on The City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis

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	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- The City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

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- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R

Tyler System Administration Training (if applicable)			A				R				I					C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			

Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C

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reconcile to source system	

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and

concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. The City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of the City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- The City data available in Production environment.

STAGE 5	Go-Live	
	Tyler	City

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Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with The City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition

of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.

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- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- the City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, the City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

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7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- City staff will use all resources and best efforts available to it to make timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. the City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

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7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with the City resources for both on-site and remote sessions. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.

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8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

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Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

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Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.1.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.1.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.1.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.7 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

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9.1.8 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

9.1.9 General Billing CID

- Customer information

9.1.10 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.1.11 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

9.1.12 Inventory Master

- General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

9.1.13 Inventory – Commodity Codes

- Commodity master information, including codes and descriptions, commodity type, acquisition type, unit of measure, vendor, buyer, approver, and various other codes and flags

9.1.14 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.1.15 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

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9.1.16 Payroll – Accrual Balances

- Employee Accrual Balances, including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

9.1.17 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

9.1.18 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.19 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.1.20 Payroll – Recruiting

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

9.1.21 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.1.22 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

9.1.23 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

9.1.24 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.1.25 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

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9.1.26 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.27 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.28 Project Grant Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.29 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.

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10. Additional Appendices

10.1 Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces

10.1.1 Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs)*. APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

Imports and Exports

The City and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (if not outlined in the Agreement). Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

APIs*

Additional API licensing and data sharing agreements are required for integration with third-party applications. If APIs have been purchased, Tyler may provide integration assistance to understand API services and provide necessary support to complete the integration of Tyler software to City internal applications. Tyler will not provide any hands-on development unless expressly specified in the Agreement. It is Tyler's responsibility to ensure the API services operate correctly. It is the Client's responsibility to fulfill integrations using Tyler's API services and ensure operation of the third party API services.

STAGE 2	Current & Future State Analysis - Data Exchange																	
	Tyler								City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Review Standard or contracted Data Exchanges			A	R	I		I				C	C		I			C
Define or confirm needed Data Exchanges			I	C	C		C				A	C		C			R

10.1.2 Validation

Tyler provides training on Data Exchange(s) (for both Import and Export, and APIs*) and the City tests each Data Exchange.

STAGE 3	Process Refinement – Data Exchange Validation															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Train standard or contracted Data Exchange(s) processing in Tyler software			A	R	I		I				C	I		I			C
Coordinate 3rd Party Data Exchange activities			I	I	I		I				A	C		C			R
Test all Standard 3rd party Data Exchange(s)			I	I	I		I				A	C		R			C

* API services, available thru Enterprise ERP OpenAPI Toolkits and Connectors, are not part of the core Enterprise ERP applications and are only applicable if included in the license agreement.

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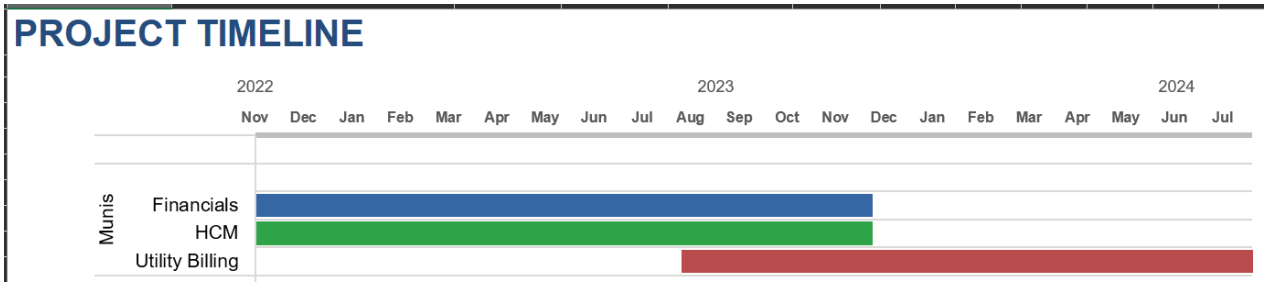
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11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	**Financials**	● Accounting/General Ledger ● Accounts Payable ● Budgeting ● Bid Management ● Capital Assets ● Cash Management ● Contract Management ● Inventory ● Project & Grant Accounting ● Purchasing w/ eProcurement ● Accounts Receivable ● General Billing ● Tyler Cashiering ● ACFR Statement Builder (post-live)	November 2022	December 2023
	System Wide	● Enterprise Analytics & Reporting ○ Tyler Reporting Services ○ Munis Office ○ HUB ● Tyler Forms Processing ● Tyler Content Manager Core		

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2	**Human Capital Management**	● Payroll w/Employee Self Service ● HR & Talent Management ● Time and Attendance ● Employee Expense Reimbursement	November 2022	December 2023
4	**Utility Billing**	● UB CIS ● UB Meter Interface ● Central Property File ● Resident Access	August2023	August 2024

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Exhibit F
Insurance Requirements

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EXHIBIT F

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Tyler shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $1,000,000 per claim/ **$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 combined single limit 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, if allowable by law, 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 (inclusive of Cyber Protection):
   $3,000,000 per claim (with a $2,000,000 sublimit for Cyber). Consultant/ Contractor warrants that any retroactive date under policy shall precede the effective date of this Agreement 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.
5. [Reserved]

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management. Policies containing any self-insured retention (SIR). The City of Livermore reserves the right to obtain a full certified copy of any insurance certificate 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 volunteers are to be covered as additional insureds as respects: liability arising out of the Agreement for activities performed by or on behalf of Tyler; or automobiles owned, leased, hired or borrowed by Tyler. The

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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 Tyler's policy shall be primary and non-contributory for claims under Tyler's Commercial General Liability or auto policies that arise out of and relate to the contract and are between Tyler and the Client, and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as applicable standard Acord Forms. 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 designated volunteers.
4. Tyler'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. The insurance policy required by this clause shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. [Reserved]

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7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Tyler shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore.

LIVERMORE
CALIFORNIA

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

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of the first amendment to the agreement with Street Plans for the East Avenue Corridor Study Phase II project to pilot multiple intersection improvements, extend the term to June 30, 2024 and increase the not-to-exceed amount from $198,000 to $496,200.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the Professional Services Agreement with Street Plans for the East Avenue Corridor Study Phase II project and all other necessary documents to implement that agreement.

SUMMARY

On April 13, 2020, the City Council authorized the East Avenue Corridor Study to evaluate roadway conditions, conduct community engagement, and propose improvements to bicycle and pedestrian safety and increase connectivity. On September 28, 2021, the City Manager executed a Professional Services Agreement (Agreement) to conduct a second phase of the East Avenue Corridor Study. The second phase (known as Tactical East Avenue) allows the community to experience potential roadway improvements and staff to evaluate the effectiveness of different roadway alternatives through temporary pilot installations.

From January through October 2022, the project team conducted community engagement in person and online to identify specific design elements for the pilot project. Based on community feedback, the project team is focusing on elements that calm traffic, reduce speeds, and improve pedestrian crossings. Bicycle travel would be integrated into temporary pedestrian and intersection improvements, but bike lanes would require further study. The current budget and scope limit temporary improvements to one intersection; however, based on feedback from the community the project team recommends piloting additional intersections to comprehensively evaluate the effect on the roadway.

Staff recommends the City Council authorize the City Manager to execute the First Amendment to the Professional Services Agreement with Street Plans (Exhibit A to the Resolution) for Phase II of the East

Avenue Corridor Study to pilot multiple intersection improvements on East Avenue between Livermore High School and East Avenue Middle School. The amendment would extend the term to June 30, 2024, and increase the Agreement budget from $198,000 to $496,200. Capital improvement Project #202222 budgeted $500,000 from Measure B/BB funds for East Avenue Improvements.

DISCUSSION

East Avenue Characteristics

The East Avenue Corridor is approximately 2.5-miles between South Livermore Avenue and South Vasco Road. The General Plan classifies East Avenue a four-lane major street. East Avenue is a high-priority east-west corridor for the community, linking the National Laboratories and Downtown, providing a rapid transit bus line, serving five public schools and five preschools, 13 apartment complexes, the Robert Livermore Community Center, and multiple major employers.

The streetscape and right-of-way on East Avenue varies from segment to segment. Class II on-street bike lanes exist on East Avenue between Madison Avenue and South Vasco Road. On-street parking is allowed generally between South Livermore Avenue and Madison Avenue.

Background

On June 11, 2018, the City Council approved the Active Transportation Plan (ATP), which proposes Class II buffered bicycle lanes on East Avenue, and a variety of pedestrian crossing improvements. The ATP recommends additional study of East Avenue because implementing the buffered bike lanes would require reconfiguring the existing street section through a combination of removing on-street parking, reducing lane widths, and/or reducing the number of travel lanes to accommodate a bike facility.

On April 13, 2020, the City Council authorized the East Avenue Corridor Study to obtain community input and consider the trade-offs to incorporate new bicycling and walking facilities within existing roadways. Known as Phase I, the Study developed feasible alternatives to improve East Avenue. Phase I concluded in Summer of 2021 and transitioned into Phase II.

On July 26, 2021, Council authorized the execution of an Agreement with Street Plans; a firm that has completed tactical urbanism projects nationwide, including extensive work with California cities. The Agreement was executed on September 28, 2021. Since executing the Agreement, the project team hosted community engagement events on-line, at the farmer’s market, and at public workshops.

Phase II - Tactical East Avenue

Phase II of the Study aims to evaluate the various alternatives through tactical urbanism, and the installation of temporary physical roadway improvements. Also known as pilot projects, the temporary installations would allow staff to study the pre-and post- conditions of the roadway improvements, including changes in travel and traffic patterns. Further, the pilot projects would allow members of the public to experience roadway improvements firsthand and provide feedback to staff. Similarly, the installations would provide an opportunity for partner agencies including emergency services, sanitation services, and transit providers to assess possible roadway configurations before long-term permanent improvements are constructed. Evaluation of temporary, on-the-ground enhancements allow for flexibility and adjustment in development of the final design.

On March 23, 2022, the project team hosted a public workshop, provided an overview of the project, answered questions, and asked participants to provide input on the types of design elements to pilot. The themes that emerged included: reduced speeds (traffic calming) and pedestrian improvements, concentrated around East Avenue Middle and Livermore High Schools. In addition, as with Phase I of the study, participants stated a desire for improved lighting throughout the corridor. Finally, there was general support for bicycle facilities along East Avenue, however, concerns remained about loss of parking or travel lanes.

From September 19-22, 2022, the project team hosted a series of design workshops and focus group meetings. Throughout the week the team engaged with over 100 members of the community. Building on the themes from the March workshop, design week kicked off with a public workshop. Attendees identified priority intersections and preferred design elements between Maple Street and Hillcrest Avenue focused on reducing travel speeds and facilitating safe and comfortable crossings.

For the rest of the week, the project team set up studio space in the Civic Center Library's public meeting rooms to design intersection, traffic calming, and pedestrian improvements. The design studio was open to the public and members of the community dropped in to review work products and provide input in real time. In addition, the project team held focus groups discussions with local businesses, residents, schools, agency staff, lab employees, bicycle advocates, and high school students. Design week concluded with an open house that showcased intersection designs for the six intersections between Maple Street and Hillcrest Ave. The project team displayed design concepts and participants voted for their preferred improvement designs.

Generally, participants voiced support for this incremental approach. Although some had concerns about impacts, overall, there was willingness to field test the improvements and evaluate the outcomes. Some participants expressed concerns about bike lanes and encouraged the project team to: 1) design the pedestrian improvements in a manner that would not impede bicycles from using the corridor and 2) continue discussions about improved bicycle facilities in the future.

After receiving community input and evaluating the community’s preferences, the project team recommends piloting all six intersections improvements. Doing so would enable the project team to measure the effectiveness of traffic calming on the roadway conditions and allow the community to meaningfully experience temporary modification to the corridor. To facilitate this expanded approach, the existing contract and scope needs to be adjusted. Staff recommends the City Council authorize the First Amendment to the Agreement, extending the term of the Agreement to June 30, 2024, and providing additional funding to proceed with the installation of all six intersection improvements.

Upon receiving Council authorization, staff would continue to coordinate with Street Plans staff to finalize designs, procure materials, and recruit neighborhood volunteers to assist with installation. Staff anticipates installing the pilot project in the first quarter of 2023. Evaluations of the pilot project would continue approximately through the school year until June/July of 2023.

Staff will gather community feedback on the pilot project and return to Planning Commission and City Council in the summer of 2023 with recommendations on permanent intersection improvements. Staff would also seek Council direction to continue community conversations regarding the possibility of future bike lane improvements. Final decisions on all improvements will be programmed for construction through the City's Capital Improvement Program.

FISCAL AND ADMINISTRATIVE IMPACTS

Allocation of staff time and utilization of existing staff resources would be necessary to administer the First Amendment to the Agreement and participate in project review, analysis, installation, and community outreach. The original Agreement has a budget of $198,000. The First Amendment has an adjusted budget of $496,200, an increase of approximately $270,000. The 2022-23 Capital Improvement Plan (CIP) contains CIP project# 202222 East Avenue Improvements and broadly covers a range of improvements including bike lanes, signing and striping, lighting, sidewalk, and crossing enhancements. Project 202222 budgeted approximately $500,000 from Measure B/BB funds for FY 2022-23. Therefore, there is sufficient funding appropriated to the East Avenue project. The Agreement also covers the cost of installation and removal of temporary improvements. Future study of bike lane improvements and/or permanent roadway improvements would be programed as part the City's Capital Improvement Program update.

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment - Professional Services Street Plans

Prepared by: Andy Ross
Senior Planner

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE AGREEMENT WITH STREET PLANS IN AN AMOUNT NOT-TO-EXCEED $496,200 FOR THE EAST AVENUE CORRIDOR STUDY PHASE II PROJECT

On April 13, 2020, the City Council authorized the East Avenue Corridor Study to evaluate roadway conditions, conduct community engagement, and propose improvement alternatives.

On September 28, 2021, the City Manager executed a Professional Services Agreement with the consultant, Street Plans, for Phase II of the Study.

On September 19 through September 22, 2022, the community provided feedback on temporary intersection improvement designs.

Based on this feedback, the East Avenue project team, including city staff, recommends expanding the scope of the Agreement with Street Plans to include multiple intersection improvements.

The proposed First Amendment to the Agreement expands the scope of services, increases the budget, and expands the term to terminate upon completion of services or June 30, 2024, whichever comes first.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Manager is authorized to execute the First Amendment to the Professional Services Agreement with Street Plans, attached hereto as Exhibit A, in an amount not-to-exceed $496,200 for the East Avenue Corridor Study Phase II project.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 14, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – First Amendment to Professional Services Agreement

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2022, by and between the City of Livermore (“City”), a municipal corporation, and Street Plans Collaborative, Inc (“Consultant”), an S corporation licensed to conduct business in California .

RECITALS

On September 28, 2021, City and Consultant entered into an agreement for Consultant to provide professional community engagement and urban design services for temporary roadway improvements as part of the comprehenisve study of the East Avenue Corridor for the City (“Original Agreement”). Section 22 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to provide additional project management and expanded design and installation services for the East Avenue Corridor Study. City and Consultant also desire to extend the term of the agreement to June 30, 2024. This is the First Amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

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

      Description of Services Consultant shall provide professional community engagement and urban design services as more particularly set forth in Exabit A-1 to the First Amendment to the Agreement.

   B. Section 5 of the Original Agreement is amended to read as follows:

      Compensation and Payment (a) The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of $496,200 ("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-1" 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.

C. Section 6 of the Original Agreement is amended to read as follows:

Term The term of this Agreement commences on September 28, 2021 and terminates upon the completion of services or June 30, 2024, whichever occurs first.

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

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

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:

By: Anthony Garcia
Title: President

Dated: 11/21/2022

CITY OF LIVERMORE:

Mariana Marysheva
City Manager

Dated:

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhbit A-1 Scope of Work

STREETPLANS
MIAMI NEW YORK

East Avenue Corridor Study Phase II

Scope of Work

October 2022

I. Scope Overview

This Scope of Work is for the execution of the East Avenue Corridor Study Phase II, a set of Tactical Urbanism demonstration projects to evaluate alternatives for the Corridor produced in Phase I. This scope has been adapted from that which was included in the RFP, with adaptations where Street Plans has recommended or deemed necessary. This scope includes the following major project milestones/deliverables and is flexible based on conversations between Street Plans and the City of Livermore:

1. **Bi-weekly Project Management Team meetings**, which includes the Project Managers from both Street Plans and the City.
2. **Monthly Technical Advisory Committee meetings.**
3. A **minimum of two Public Workshops**, and other public engagement exercises as described below
4. A series of **Tactical Urbanism demonstration projects**, each demonstrating a different Corridor Study alternative or component, to be separated into different phases. This scope of services covers the implementation of the first phase, which will be a series of intersection improvements.
5. A kick-off meeting with the grant sponsor Caltrans
6. A **programming kick-off event** as part of the first demonstration.
7. A **final recommendation** for the next phase of the East Avenue demonstration project documented in a Phase 2 final report.

III. Scope of Work

Task 1: Project Initiation & Management

1.1 Project Kick-Off Meeting

Following the Notice to proceed, Street Plans will schedule a project kick-off meeting with the City of Livermore. The City Project Manager will invite all necessary city representatives. Street Plans will create an agenda for this meeting, and document meeting minutes. During this meeting, Street Plans will review the project schedule, and finalize milestones with the City of Livermore, vetting this schedule with staff to gauge a realistic timeline and set expectations for all parties. This meeting will also review previously developed alternatives, the permitting process, and potential materials. Street Plans will also ask the City for any base design files or surveys that could be used in the design and permitting phase of the project, and establish a schedule of regular check-ins with the City.

1.2 Project Management Team (PMT) Meetings

Our project management process relies on regular, constant communication amongst the Project Management Team (PMT). Street Plans proposes bi-weekly meetings with the City of Livermore initially, with greater frequency as needed. During the design process, for example, these meetings may be held weekly. As deliverables are being developed, maintaining a regular feedback loop with staff and stakeholders will be important.

Street Plans will produce agendas and record minutes for all PMT meetings. During the first PMT meeting, Street Plans will share a Roles & Responsibilities Memorandum, to be reviewed and approved by the City of Livermore. This Memo will help the Street Plans team understand the capacity of the City to support any aspects of the project outreach and implementation.

1.3 Project Management Plan and Roles/Responsibilities Memo

To ensure project milestones are being met, we will create two key documents: a shared Project Management Plan (PMP) spreadsheet and a Roles/Responsibilities Memo. The PMP will contain the following components (at a minimum): Weekly Milestone Schedule, Materials Budget(s), Project Schedule, Outreach Log, Evaluation Plan, Documentation Plan, and Build Day Plan(s). The

spreadsheet will be updated live on the PMT calls as necessary, and will be maintained by Street Plans' Project Manager in preparation for subsequent calls. From this document, Street Plans will manage the project materials budget, track key milestone progress, make staffing and expense corrections as needed, and bring any budget issues to the client early to develop a mitigation plan. The plan will outline all essential project elements for each phase, task, and subtask related to specific work elements, schedules, personnel assignments, costs, milestones, and quality control measures. The Roles/Responsibilities Memo will outline key project needs regarding resources (what is needed to execute the project) and expectations regarding distribution of responsibilities (who is doing what to execute the project). This document lays out some of these details.

Task #	Deliverable
1.1	Kickoff meeting agenda and minutes
1.2	Meeting agendas and minutes
1.3	Project Management Plan, Roles & Responsibilities Memorandum

Task 2: Outreach Strategy & Implementation

2.1 Project Promotion/Website

Following the kick-off call, Street Plans will prepare a Promotion Plan for the project, to include both content and a recommended schedule of the following:

- Content for digital outreach through existing City social media platforms. Street Plans and the City will agree upon a strategy for responding to comments about the project posted on these platforms.
- Content for the existing project website, to be sent to the City throughout the course of the project to be uploaded to the website by the City. Regular and frequent website updates are anticipated throughout the course of the project. Street Plans would appreciate the direct contact information for the City staff member responsible for maintaining the website.
- Draft press releases and email communications.
- Project FAQ for the project website, to be updated as the project progresses or as questions from the community arise.
- Pitch stories to local media for news coverage, press, television, radio, and digital. The City will provide a list of any media it regularly uses, and forward pitch stories to their contacts.
- Pre- and post-implementation digital and print surveys.
- Business and resident notifications (mailing to be implemented by City)
- Spanish language equivalents to all of the above in line with City policy as needed.
- Digital collateral for outreach, including social media and print flyers and postcards, for all public engagements, as well as project announcements (all printing to be done by city; SP to prepare graphic materials)

The City will lead the execution of the Promotion Plan with support from Street Plans. The City will provide Street Plans with a list of groups and entities that were already engaged in the first phase of the corridor study. Specific attention will be paid to engaging neighborhoods, businesses and schools adjacent to each project location through direct outreach strategies, as well as entities that are typically left out of planning processes.

2.2 Technical Advisory Committee

Street Plans will reconvene the East Avenue Corridor Study Technical Advisory Committee (TAC), and with direction from the City add any additional stakeholders that may need to be included. Street Plans would recommend that community members are also included in this body, not just technical staff. This Committee will be a crucial advisory body for the project. Primarily, the TAC will provide design review, and help amplify public engagement. The TAC will help create a sense of ownership and collaboration, and build support for the Tactical Urbanism projects. The TAC will also assist Street Plans in soliciting volunteers for project implementation, and ideally become volunteers themselves!

TAC meetings will be held monthly. Meetings can be held via Zoom or a similar platform, pending COVID-19 conditions. In-person TAC meetings will be held when they align with in-person trips by the Street Plans team.

Street Plans will prepare all agendas, minutes, action item lists, and other materials for the TAC meetings. Street Plans will send out the invites for the TAC meetings, and coordinate members' availability. The City will lead the invitation process by compiling a list of TAC members, provide any necessary contact information for Street Plans to communicate with potential members, or make introductions with potential members directly.

The first TAC meeting will be held approximately a month prior to the first public workshop, to help the project team with promotion and prepare the team to most effectively capture the community's feedback and input.

2.3 Outreach Trip 1 – Public Workshop #1 and Handlebar Survey

Street Plans will conduct an Outreach trip that will include the first public workshop and a handlebar survey. The workshop will re-introduce the community to the East Avenue Corridor Study, review Phase I, and get feedback on the alternatives for the Phase II Tactical Urbanism projects. Street Plans will kick off the workshop with an overview of Tactical Urbanism, emphasizing the benefits of the "test before you invest" approach, and familiarizing the public with what these types of projects look like. Also critical to this conversation will be emphasizing of the purpose of Tactical Urbanism projects is to learn from the results of these temporary tests even if they do not work out as originally intended. Street Plans will briefly review the project timeline before reviewing Phase I of the study, and setting the context for the selection of the Tactical Urbanism projects.

During the same trip as the first public workshop, Street Plans will perform an on-the-ground survey of the corridor, taking measurements where alternatives were proposed in Phase I of the study, to ensure accurate on-the-ground measurements for the Tactical Urbanism project permits. This trip will also include a handlebar survey outreach activity and door-to-door outreach around the project site(s) as necessary to ensure proper notice and public input. This door-to-door outreach will also help identify key stakeholders for the post-implementation stakeholder interviews.

2.4 Public Workshop #2 + Visioning Week

After the first workshop, and in collaboration with City staff and the TAC, Street Plans will produce a strategy for the Tactical Urbanism projects and develop a schedule for the second Public Workshop and a week of visioning exercises. Visioning Week will include a second public workshop and a series of focus group meetings with stakeholders along the corridor. Street Plans will set up a design studio somewhere close to the corridor and will be designing the tactical urbanism projects iteratively throughout the week in tandem with the stakeholder meetings. At the end of the week, there will be an open house to share the work-in-progress designs.

During the workshop, Street Plans will create a "menu" of options for the projects, as well as a proposed map of where these projects would be along the corridor. Street Plans will divide the workshop attendees into small groups to discuss the projects. Each small group will present their rankings, and key takeaways from their discussion. The City will print all large-format materials, like aerials and maps, for the workshop.

Street Plans will then reconvene the entire group to discuss how the highest ranked alternatives could be implemented with Tactical Urbanism, including the material types and implementation techniques. The presentation and group ranking sheets will be made publicly available on the City's project website.

The week will culminate in a decision of which projects will be implemented as part of phase 1.

2.5 Interim Public Open Forum

Street Plans recommends additional public engagements after the Tactical Urbanism project installations to gauge the community response, consider additional phases, and answer questions the community may have. The format of these engagements will be determined after the first phase of tactical projects are implemented, and will be decided by Street Plans and City staff. These sessions can be done virtually, be recorded, and posted to the project website, or be in-person and led by City staff. An additional and important component of this round of public engagement will be sharing the Draft Study Phase II Corridor Study that will include the concept for the next phase of work for implementation of the bike lane and seeking comment.

2.6 Programming Plan

The route and infrastructure are only a small part of Tactical Urbanism events. While residents may be interested in a demonstration project, the programming, messaging, and promotion is the true key to creating an informative, but also festive and collaborative, atmosphere. Street Plans will create a programming plan with City staff that identifies opportunities for both pop-up engagements and programming for the kick-off demonstration project. The plan will explore vendor and partner opportunities with the City and TAC and plan programs that include great food, art and music, family-friendly activities, and community partners. For example, an event may feature local food trucks, a photo booth where people can take a photo for social media with a hand-written sign about why they love the event, a climbing wall for children, live music, and a station for decorating bikes and helmets. The programming plan will distribute responsibilities between Street Plans, the City Project Team and the TAC. It is understood that the scale, occupancy and complexity of the programming plan will be limited by the resources available to the team. Executing the programming plan will be a shared responsibility between Street Plans and the City, with the understanding that Street Plans will lead the run-of-show for the kick-off demonstration project.

If COVID restrictions on large gatherings are still in place at the time of the event, the project team can host small group tours of the installation and provide mobile-friendly information about the installation for a self-guided experience.

2.7 Community Survey & Data Collection Effort

We always say “test before you invest”, so creating a data collection and evaluation plan that identifies qualitative and quantitative metrics has to be part of our effort. Street Plans will prepare an evaluation and monitoring plan, with any necessary metrics to properly evaluate the project. Metrics may include survey responses, bike, pedestrian, and vehicle counts, vehicle speeds, observed congestion/increased dwell time, and observed cut-through traffic, at a minimum. The Evaluation Plan will also include a section on materials inspection, and each installation’s evaluation report will include the qualitative feedback received for the post-implementation surveys.

Street Plans will create pre-implementation digital surveys to gather feedback on alternatives for those who are not able to join the first Public Workshop. This survey will ask respondents about the challenges they see along the corridor, which Corridor Study alternatives they’d prefer to be tested, and what they’d want the projects to look like in terms of the types of materials to be used.

This survey will be updated before the installation of the Tactical Urbanism projects to gauge people’s current experience traveling along the corridor. The post-implementation surveys will be compared to the pre-implementation surveys to gauge changes in responses based on the projects. The pre-implementation surveys will be posted a month prior to each alternative’s implementation on the website, and disseminated via social media, email lists, etc.

The digital post-implementation survey (on a platform like Survey Monkey) will be posted on temporary signage installed within each projects’ extents for passersby. The survey will also be printed and used by Street Plans/the City during the community events. The online surveys will remain open until one week after the final Tactical Urbanism installation is removed. Results will be summarized and included in the Draft and Final Phase II Studies (Task 4).

As part of this task, Street Plans will also work with the city to gather quantitative data, such as bike/ped counts, Average Daily Traffic, or speed counts, both before and after the build. For example, in many projects the Police Department will gather before/after speed data for demonstration projects. That may be a strategy we employ here.

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2.8 Stakeholder Interviews

One of the main goals of this project is to gauge community support for each alternative. To this end, Street Plans will also conduct interviews with a wide range of stakeholders from residents and school representatives to business owners and members of the advocacy community (Bike East Bay). The interviews will be held before and after each demonstration to solicit feedback on how the project has been functioning and general observations or support about each alternative. At the start of the project, Street Plans will work with the City and the TAC to identify a roster of potential interviewees. We will augment this list with other candidates when we conduct our door-to-door outreach during the trip for the second workshop. The goal should be to identify 20-30 interview subjects who will provide "apples to apples" feedback for each demonstration alternative.

Task #	Deliverable
2.1	Promotion Plan, promotional content and materials listed
2.2	Meeting agendas and minutes, meeting coordination
2.3	PowerPoint presentation, workshop materials, workshop summary, photos. Summary will be converted into Study appendix in Task 4.2.
2.4	PowerPoint presentation, workshop materials, workshop summary, photos. Summary will be converted into Study appendix in Task 4.2
2.5	Coordination of interim open forum, as needed. Summary of questions and answers to be posted on the website. Forum recording for the website if it is held virtually.
2.6	Programming plan; leadership in executing programming for kick-off demonstration
2.7	Evaluation + monitoring Plan and summary of initial data collected. Online and in-person survey, results and analysis. Summary will be converted into Study appendix in Task 4.2.
2.8	Interview notes. Summaries will be converted into Study appendix in Task 4.2

Task 3: Tactical Urbanism Demonstration Projects

It is understood that the main goal of this project is to help community members experience first-hand the alternatives that are being proposed as part of the Corridor Study. To this end, Street Plans will work with the TAC, and City staff to design and execute a series of tactical urbanism projects separated out into different phases, as part of this scope. The exact type, number, scale, length, duration, and spacing of the demonstrations shall be determined in collaboration with City staff based on the proposed alternatives, approved materials, and removal protocols.

3.1 Project Designs

After the initial TAC meetings, and in anticipation of the first workshop we will begin evaluating the East Avenue Corridor Study Phase I alternatives. We will identify potential locations and types of demonstration projects that may be implemented, and will look for locations where we can demonstrate both bicycle elements and (e.g. buffered bike lane) and pedestrian improvements (e.g. crosswalks, curb extensions, etc.) without altering the center line of the center turn lane or adjacent travel lanes. We will work within the existing striping between the curb face and the inner travel lane wherever possible. Conflicting striping will be covered / grinded off as necessary.

Our evaluation of potential tactical urbanism projects are based on practicality, balanced against organizational/governmental commitment, volunteer capacity, materials and project delivery budget, local business involvement, political support and the built context: land use, street characteristics (speed, volume, crash history), and other urban design aspects conducive to a range of project types, and all while considering geographic/social/economic equity in the selection process.

Once we've identified the range of project location(s) and types, the exact scale, duration, sequencing and complexity of each Tactical Urbanism installation will be determined through a combination of our ongoing TAC meetings, workshops, a detailed review of the East Avenue Corridor Study Phase I, and conversations with the Caltrans design review team. It is understood that there will be multiple phases of tactical urbanism projects, and that the city will play a leading role in permitting and will support Street Plans in the execution of the projects with staff, materials, and equipment as necessary to implement the projects.

The consultant team will develop detailed conceptual plans to ensure feasibility and to help guide implementation. The development of the plans will take place in close collaboration with the City's Public Works and Community Development Departments and may make use of materials already on hand or require purchasing new materials to fit the scale/scope of the project(s), and staff capacity to support construction.

The plans for the Tactical Urbanism projects will match the proposed alternative(s) from the Study as closely as possible, with the understanding that Tactical Urbanism projects do not change existing curbs or involve any permanent materials or capital improvements. The project(s) will be implemented within the existing right-of-way and use existing striping as much as possible. The plans will also note the temporary materials to be used, and where project and Manual on Uniform Traffic Control Devices (MUTCD) signage will be located.

Street Plans will lead the design process in collaboration with the City of Livermore Engineering department. Street Plans will prepare all documents necessary for implementation, including striping and signage plans, but will not have the plans stamped/signed by an engineer. No engineering or permitting is envisioned as part of this scope.

3.3 Installation & Removal

Street Plans will provide on-the-ground leadership in delivering the projects in collaboration with City staff, volunteers, and stakeholders. For each Tactical Urbanism demonstration, Street Plans will produce a detailed Implementation Plan, which will detail "pre-build" tasks like materials staging and deployment, street cleaning, etc., roles and responsibilities, and a schedule of tasks for the days of implementation. These build day schedules will assign captains to groups of volunteers, and detail tasks within two-hour time frames. This will help the team be as prepared as possible, but a contingency plan will also be developed in the case of inclement weather, etc. It is understood that the City will play a strong role in the implementation and maintenance of each project, including participation in the build days, the kick-off programming, ongoing maintenance and monitoring, project removal, and other elements as identified in the roles/responsibilities memo and implementation plan. Street Plans will lead execution of the Implementation Plan for each build.

The Implementation Plans will all be completed a month prior to project implementation, which is the recommended lead time for materials procurement. Also a month in advance, Street Plans will set up an online volunteer sign-up on Sign-Up Genius, and tap the TAC and other project stakeholders for volunteer recruitment.

Beyond attention to detail and making the implementation process look simple, installation planning requires a sense of fun and an expectation that not everything will go exactly to plan. Indeed, some logistical challenge will undoubtedly arise within the planning process! Knowing this in advance will allow our team to set clear expectations with all partners. Our team is experienced in this regard and will advise the City on how to transform challenges into opportunities for learning and capacity building at the local level.

Street Plans will work with the City to ensure that the project installation, community events, and removal are being documented with photo and video. Street Plans would recommend a timelapse for each installation, and prioritize documentation of volunteers installing, and using, each project. City to provide documentation needs. Street Plans will assist the city with ongoing monitoring during the project demonstration period, to be documented via the methodology laid out in the evaluation plan. Project removal or

any adjustments that may need to be made to the striping or projects after project implementation will be the responsibility of city staff.

Task #	Deliverable
3.1	Project design plans
3.2	Project striping and signage plans, Maintenance of Traffic Plans (if necessary), Implementation Plans for each installation, Sign-Up Genius digital volunteer sign-ups, final Evaluation Plans
3.3	Coordination and leading of each installation, build day plans for each installation

Task 4: East Avenue Corridor Study Phase II

4.1 Draft Study Phase II Corridor Study

Based on comments received during Tactical Urbanism installations, promotional events, project website, data collection effort, and other community engagement activities, Street Plans will prepare a concise Draft Phase II Corridor Study document that summarizes the results of this phase of work, including chapters covering existing conditions, outreach process and description of the tactical urbanism installations. The summary will include an analysis of an alternative for the next phase of work, including a description and justification of the preferred alternative, summary of findings and community feedback, and implementation strategy, including project level cost estimates for the preferred alternative, and performance The summary will include a block-by-block conceptual plan for the bike lane component of the project to be implemented in a subsequent phase of work.

4.2 Phase II Study Summary Presentations

Street Plans will present the findings to the Planning Commission, City Staff, and City Council. Street Plans will support the City in presenting the Final East Avenue Corridor Study (Phase I and II) at the Livermore Planning Commission, and City Council meeting (virtual). If needed, revise Study to resolve any critical issues.

Task #	Deliverable
4.1	Draft Summary Document
4.2	Draft Summary Presentations

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IV. Fee Schedule

Task	Labor	Expenses / Subs
Task 1: Project Initiation & Management ($42,000)		
Task 1.1: Project Kick-Off	$1,000	
Task 1.2: Project Management Team (PMT) Meetings	$37,000	
Task 1.3: Project Management Plan and Roles/Responsibilities Memo	$4,000	
Task 2: Outreach Strategy & Implementation ($66,700)		
Task 2.1: Project Promotion/Website	$5,000	
Task 2.2: Technical Advisory Committee	$5,000	
Task 2.3: Public Workshop #1	$8,000	
Task 2.4: Public Workshop #2 + Visioning Week	$22,700	
Task 2.5 Interim Public Open Forum	$8,000	
Task 2.6: Programming Plan	$5,000	
Task 2.7: Community Survey + Data Collection Effort	$6,500	$15,000
Task 2.8: Stakeholder Interviews	$6,500	
Task 3: Tactical Urbanism Demonstration Project ($150,000)		
Task 3.1: Design Plans	$50,000	
Task 3.2: Logistics and Permitting	$50,000	
Task 3.3: Installation	$50,000	$167,000
Task 4: East Avenue Corridor Study Phase II ($28,500)		
Task 4.1: Draft Study Phase II Corridor Study	$25,000	
Task 4.2 Phase II Study Summary Presentations	$3,500	
Subtotal	$287,200	$182,000
Total	**$469,200**	

LIVERMORE
CALIFORNIA

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

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing an increase in the construction contract change order allowance by $237,441 to a cumulative not-to-exceed amount of $588,141 for the Livermorium Plaza at Mills Square Park, Project No. 2014-36; and authorizing the acceptance for permanent maintenance and release of the security bonds for the Livermorium Plaza at Mills Square Park Project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing an increase in the construction contract change order allowance by $237,441 to a cumulative not to exceed amount of $588,141 for the Livermorium Plaza at Mills Square Park, Project No. 2014-36; and
2. Authorizing the acceptance for permanent maintenance and release of the security bonds for the Livermorium Plaza at Mills Square Park Project. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached as Exhibit A and incorporated by this reference.

SUMMARY

On April 26, 2021, the City Council awarded the contract for construction of Livermorium Plaza at Mills Square Park, Project No. 2014-36, to Robert A. Bothman Construction, Inc. The contract was substantially completed on June 15, 2022. Change order work exceeded the 10 percent allowance by another 6.8 percent, primarily due to added costs from unforeseen soil conditions and unanticipated requirements imposed by Alameda County Department of Environmental Health (ACDEH) associated with the required hydrocarbon remediation.

The project can now be accepted for permanent maintenance. The release of security bonds can be authorized.

DISCUSSION

The Livermorium Plaza at Mill Square Park, Project No. 2014-36 consisted of remediating lead and hydrocarbon contamination at the former Mill Square Park and then constructing a new approximately

8,500 square foot park. The park commemorates the discovery of the new element, Livermorium. At the center of the park is a water feature with a granite ball that park visitors can spin. The granite ball represents the nucleus of Livermorium, and the element's116 electrons are represented by granite markers with scientific facts.

Just prior to initiation of remediation activities, the Alameda County Department of Environmental Health (ACDEH) required additional documentation and specific remediation requirements not originally anticipated, such as professional and construction technique reporting, additional soil testing and reporting, direct loading into trucks for contaminated soils off-hauled, and continual vapor monitoring during excavation. During construction, the contractor also uncovered an Underground Storage Tank (UST). Construction activities were stopped until the UST and surrounding soils were tested, and results were reported to ACDEH and Livermore Pleasanton Fire Department. These activities increased remediation costs. Some project cost increases can also be attributed to material delays that occurred during the pandemic associated with global supply chain problems. Now that the remediation is complete, the City will be able to receive case closures for both the Lead and Hydrocarbon cases assigned to the project site by ACDEH.

The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer and can now be accepted for permanent maintenance. At time of award, the contractor provided a faithful performance bond guaranteeing completion of the project, and that bond must also be released. Six months after the date of the resolution accepting the project, the labor and materials bond guaranteeing the improvements should be reduced to an amount equal to any claims filed and of which notice has been given. The balance of the bond will be released upon the settlement of all claims and obligations for which the security was given (there are no known claims at this time). The security for the guarantee and warranty of work shall remain in effect for one year from the date of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract amount was $3,507,000, plus a 10 percent contingency. The final contract amount is $4,095,141, which is 16.8 percent above the original contract based on final bid item quantities, and 34 change orders. The total value of change orders was $588,141, which consisted primarily of hydrocarbon remediation activities, unforeseen conditions, unanticipated requirements imposed by Alameda County Department of Environmental Health (ACDEH), and supply chain shortages and delays.

Funding for the construction contract and increased change order allowance is covered in the current budget for Livermorium Plaza at Mill Square Park Project 2014-36 in the FY 2021-23 Capital Improvement Plan. No additional appropriations are required.

The Livermorium maintenance cost is estimated at approximately $21,000 per year. This cost is included in the Engineer’s report for FY 2022-23 and will be paid by the Downtown Landscape Maintenance District, which is funded by Downtown property owners and the City.

ATTACHMENTS

1. Resolution
2. Exhibit A - Notice of Completion

Prepared by: Mike Stamm
Construction Inspection 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 AUTHORIZING AN INCREASE IN THE CONSTRUCTION CONTRACT CHANGE ORDER ALLOWANCE BY $237,441, TO A CUMULATIVE NOT-TO-EXCEED AMOUNT OF $588,141 AND AUTHORIZING THE ACCEPTANCE FOR PERMANENT MAINTENANCE AND RELEASE OF SECURITY BONDS

(Livermorium Plaza at Mills Square Park, Project No. 2014-36)

The City Engineer of the City of Livermore has filed with the City Clerk a report in writing that all work on the Livermorium Plaza at Mills Square Park, Project No. 2014-36 ("Project") has been completed to City standards. The Project is ready for acceptance by the City of Livermore for routine maintenance.

The project exceeded the 10 percent change order allowance by 6.8 percent, primarily due to added costs from unforeseen soil conditions and unanticipated requirements imposed by Alameda County Department of Environmental Health (ACDEH) associated with the required hydrocarbon remediation.

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

1. The City Council authorizes a change order allowance increase by $237,441, to a cumulative not-to-exceed amount of $588,141.

2. The faithful performance bond guaranteeing the Project is hereby released.

3. The labor and materials bond guaranteeing the Project shall, six months after the date of this resolution, be reduced to an amount equal to the amount of all claims filed and of which notice has been given. The balance of the bond shall be released upon the settlement of all such claims and obligations for which the security was given.

4. The security for the guarantee and warranty of work shall remain in effect for one year from the date of this resolution. The contractor is required to reconstruct any deficiencies that occur and to repair or replace defective materials during the maintenance period.

5. The City hereby accepts the improvements; and

6. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached hereto as Exhibit A and incorporated by this reference.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 14, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara M. Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Notice of Completion

NOTICE OF COMPLETION

City's Project No. 2014-36 Date: November 15, 2022

Project: Livermorium Plaza at Mills Square Park

Contractor: Robert A. Bothman Construction, Inc.

Contract for Construction of: Livermorium Plaza at Mills Square Park
Project or Specified Part Shall Include: All that work set forth in the Bid Schedule(s) on the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No. 2014-36

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: April 26, 2021

The work performed under this contract has been inspected by authorized representatives of the City, Contractor, and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the City and declared to be substantially completed on the above date.

> Completion of the Work shall be the date of such acceptance of the Work by the City, as provided under California Civil Code Section 3086. Completion shall mean substantial performance of the Contract as such is defined in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

A list of all items remaining to be completed or corrected has been sent to the Contractor in the City's letter dated June 21, 2022. All such work shall be completed or corrected to the satisfaction of the City prior to the release of the Contractor's retention and within 30 calendar days following the date of the Notice of Completion, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the City under the Contract to cover the value of such uncompleted or uncorrected items.

ENGINEERING DIVISION
Engineer

By _____
Mike Stamm, Construction Inspection Manager

The Contractor hereby accepts the above Notice of Completion and agrees to complete and correct all of the items as outlined in the City's letter to the Contractor dated 6-21-2022 or waives all rights to any monies withheld therefor.

Robert A. Bothman Construction, Inc.
Contractor

By _____
Michael Mingrone, Director of Finance

The City accepts the project or specified area of the project as substantially completed and will assume full possession of the Project or specified area of the Project at 8:00 am (time), on 11-15-2022 (date). The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee

I certify (declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Owner:
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

FOR THE CITY OF LIVERMORE

By _____
Marianna Marysheva, City Manager Date

LIVERMORE
CALIFORNIA

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

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving an amendment to the City of Livermore Salary Plan to reflect market equity adjustments for Water Resources Mechanic I and Water Resources Mechanic II.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the City of Livermore Salary Plan as of November 2022, in accordance with California Code of Regulations, Title 2, Section 570.5.

SUMMARY

A summary of the changes to the Salary Plan are as follows:

- Market Equity Adjustments to the following Association of Livermore Employees classifications effective November 21, 2022:
    - Water Resources Mechanic I (Class 458) - 1%
    - Water Resources Mechanic II (Class 459) - 1.5%

DISCUSSION

Staff is recommending the following changes be made to the salary plan.

- On October 11, 2021, the City Council adopted a successor MOU with the Association of Livermore Employees (ALE). This MOU included a Side Letter Agreement for a compensation study. After completing the initial study, ALE identified 10 additional classifications which needed to be studied. The City studied those additional classifications and found the following 2 classifications needing market equity adjustments:
    - Water Resources Mechanic I (Class 458) - 1%
    - Water Resources Mechanic II (Class 459) - 1.5%

FISCAL AND ADMINSITRATIVE IMPACTS

The annual cost of the market equity adjustments for these classifications is $7,500. The FY 2022-23 budget will be able to absorb this increase.

ATTACHMENTS

1. Resolution
2. Exhibit A - Salary Plan Effective November 2022

Prepared by: Kaylin Larson
HR 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 ADOPTING THE CITY OF LIVERMORE SALARY PLAN DATED NOVEMBER 2022, 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:

- Market equity adjustments for the following Association of Livermore Employees classifications effective November 21, 2022:
    - Water Resources Mechanic I (Class Code 458) – 1%
    - Water Resources Mechanic II (Class Code 459) – 1.5%

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the amended Salary Plan attached hereto as Exhibit A, is hereby approved and effective November 21, 2022, in accordance with California Code of Regulations, Title 2, Section 570.5.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 14, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason Alcala
City Attorney

Exhibit A – Salary Plan dated November 2022

LIVERMORE
CALIFORNIA

Salary Plan

November 2022

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
221	01	ACCOUNT CLERK	64,431.69	67,587.79	70,891.90	74,361.23	78,004.03
	Sch=M22		5,369.31	5,632.32	5,907.66	6,196.77	6,500.34
			1,239.07	1,299.77	1,363.31	1,430.02	1,500.08
			30.97677	32.49413	34.08264	35.75059	37.50194
225	02	ACCOUNT CLERK, JUNIOR	58,340.20	61,181.95	64,165.78	67,298.80	70,588.46
	Sch=M22		4,861.68	5,098.50	5,347.15	5,608.23	5,882.37
			1,121.93	1,176.58	1,233.96	1,294.21	1,357.47
			28.04817	29.41440	30.84893	32.35519	33.93676
222	03	ACCOUNT CLERK, SENIOR	70,146.83	73,578.90	77,182.57	80,966.43	84,939.48
	Sch=M22		5,845.57	6,131.58	6,431.88	6,747.20	7,078.29
			1,348.98	1,414.98	1,484.28	1,557.05	1,633.45
			33.72444	35.37447	37.10700	38.92617	40.83629
223	05	ACCOUNTANT, JUNIOR	83,917.12	88,075.24	92,441.28	97,025.61	101,839.17
	Sch=M22		6,993.09	7,339.60	7,703.44	8,085.47	8,486.60
			1,613.79	1,693.75	1,777.72	1,865.88	1,958.45
			40.34477	42.34387	44.44292	46.64693	48.96114
224	04	ACCOUNTING TECHNICIAN	74,530.90	78,182.19	82,016.02	86,041.55	90,268.37
	Sch=M22		6,210.91	6,515.18	6,834.67	7,170.13	7,522.36
			1,433.29	1,503.50	1,577.23	1,654.65	1,735.93
			35.83216	37.58759	39.43078	41.36613	43.39825
213	14	ADMINISTRATIVE	78,111.89	81,942.22	85,964.06	90,187.00	94,621.08
	Sch=M22	ASSISTANT	6,509.32	6,828.52	7,163.67	7,515.58	7,885.09
			1,502.15	1,575.81	1,653.16	1,734.37	1,819.64
			37.55379	39.39530	41.32888	43.35913	45.49090
206	06	ADMINISTRATIVE	78,111.89	81,942.22	85,964.06	90,187.00	94,621.08
	Sch=M22	TECHNICIAN	6,509.32	6,828.52	7,163.67	7,515.58	7,885.09
			1,502.15	1,575.81	1,653.16	1,734.37	1,819.64
			37.55379	39.39530	41.32888	43.35913	45.49090
471	01	AIRPORT SERVICE	68,255.30	71,592.81	75,097.18	78,776.77	82,640.34
	Sch=PS1	ATTENDANT	5,687.94	5,966.07	6,258.10	6,564.73	6,886.70
			1,312.60	1,376.78	1,444.18	1,514.94	1,589.24
			32.81505	34.41962	36.10441	37.87345	39.73093
473	02	AIRPORT SERVICE	73,266.77	76,854.85	80,622.32	84,578.18	88,731.82
	Sch=PS1	ATTENDANT SENIOR	6,105.56	6,404.57	6,718.53	7,048.18	7,394.32
			1,408.98	1,477.98	1,550.43	1,626.50	1,706.38
			35.22441	36.94945	38.76073	40.66259	42.65953
290	07	ANIMAL CONTROL	77,492.10	81,291.44	85,280.74	89,469.50	93,867.70
	Sch=M22	OFFICER	6,457.68	6,774.29	7,106.73	7,455.79	7,822.31
			1,490.23	1,563.30	1,640.01	1,720.57	1,805.15
			37.25582	39.08242	41.00036	43.01418	45.12870
465	66	ASSET MANAGEMENT	104,624.76	109,780.74	115,194.51	120,878.97	126,847.64
	Sch=M22	SPECIALIST	8,718.73	9,148.40	9,599.54	10,073.25	10,570.64
			2,012.01	2,111.17	2,215.28	2,324.60	2,439.38
			50.30037	52.77920	55.38198	58.11489	60.98444

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281	08	BUILDING INSPECTOR I	91,922.97	96,443.85	101,190.77	106,175.04	111,408.53
	Sch=M22		7,660.25	8,036.99	8,432.56	8,847.92	9,284.04
			1,767.75	1,854.69	1,945.98	2,041.83	2,142.47
			44.19374	46.36724	48.64941	51.04569	53.56179
282	09	BUILDING INSPECTOR II	98,829.37	103,695.57	108,805.08	114,170.07	119,803.30
	Sch=M22		8,235.78	8,641.30	9,067.09	9,514.17	9,983.61
			1,900.56	1,994.15	2,092.41	2,195.58	2,303.91
			47.51412	49.85364	52.31013	54.88946	57.59774
277	56	BUILDING INSPECTOR III	101,742.42	106,754.27	112,016.71	117,542.27	123,344.12
	Sch=M22		8,478.54	8,896.19	9,334.73	9,795.19	10,278.68
			1,956.59	2,052.97	2,154.17	2,260.43	2,372.00
			48.91463	51.32417	53.85419	56.51071	59.30006
288	10	BUILDING INSPECTOR,	106,754.27	112,016.71	117,542.27	123,344.12	129,436.06
	Sch=M22	SENIOR	8,896.19	9,334.73	9,795.19	10,278.68	10,786.34
			2,052.97	2,154.17	2,260.43	2,372.00	2,489.16
			51.32417	53.85419	56.51071	59.30006	62.22888
249	11	CIVIL ENGINEER,	109,758.92	115,171.60	120,854.90	126,822.38	133,088.24
	Sch=M22	ASSISTANT	9,146.58	9,597.63	10,071.24	10,568.53	11,090.69
			2,110.75	2,214.84	2,324.13	2,438.89	2,559.39
			52.76871	55.37096	58.10332	60.97230	63.98473
254	12	CIVIL ENGINEER,	118,917.90	124,788.54	130,952.70	137,425.07	144,221.06
	Sch=M22	ASSOCIATE	9,909.83	10,399.05	10,912.73	11,452.09	12,018.42
			2,286.88	2,399.78	2,518.32	2,642.79	2,773.48
			57.17207	59.99449	62.95803	66.06975	69.33705
247	13	CIVIL ENGINEER, JUNIOR	96,460.59	101,208.34	106,193.49	111,427.90	116,924.03
	Sch=M22		8,038.38	8,434.03	8,849.46	9,285.66	9,743.67
			1,855.01	1,946.31	2,042.18	2,142.84	2,248.54
			46.37528	48.65786	51.05456	53.57111	56.21348
292	17	COMMUNITY	68,338.90	71,680.57	75,189.35	78,873.54	82,741.96
	Sch=M22	SERVICE SPECIALIST	5,694.91	5,973.38	6,265.78	6,572.80	6,895.16
			1,314.21	1,378.47	1,445.95	1,516.80	1,591.19
			32.85524	34.46181	36.14873	37.91997	39.77979
294	19	CRIME & INTELLIGENCE	89,140.17	93,521.91	98,122.73	102,953.61	108,026.02
	Sch=M22	ANALYST*	7,428.35	7,793.49	8,176.89	8,579.47	9,002.17
			1,714.23	1,798.50	1,886.98	1,979.88	2,077.42
			42.85585	44.96246	47.17439	49.49693	51.93559
296	62	CRIME PREVENTION	73,797.05	77,411.64	81,206.95	85,192.03	89,376.36
	Sch=M22	SPECIALIST	6,149.75	6,450.97	6,767.25	7,099.34	7,448.03
			1,419.17	1,488.69	1,561.67	1,638.31	1,718.78
			35.47935	37.21713	39.04180	40.95771	42.96940
208	21	DIVISION CLERK	65,983.39	69,207.30	72,592.40	76,146.74	79,878.83
	Sch=M22		5,498.62	5,767.28	6,049.37	6,345.56	6,656.57
			1,268.91	1,330.91	1,396.01	1,464.36	1,536.13
			31.72278	33.27274	34.90019	36.60901	38.40328

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234	64	ECONOMIC DEVELOPMENT	85,772.49	89,985.85	94,409.89	99,055.11	103,932.59
	Sch=M22	SPECIALIST	7,147.71	7,498.82	7,867.49	8,254.59	8,661.05
			1,649.47	1,730.50	1,815.57	1,904.91	1,998.70
			41.23677	43.26243	45.38937	47.62265	49.96759
467	38	ELECTRICIAN	92,057.69	96,622.84	101,416.26	106,449.34	111,734.08
	Sch=PS1		7,671.47	8,051.90	8,451.36	8,870.78	9,311.17
			1,770.34	1,858.13	1,950.31	2,047.10	2,148.73
			44.25850	46.45329	48.75782	51.17757	53.71831
255	23	ENGINEER, ASSISTANT	104,624.75	109,780.73	115,194.50	120,878.96	126,847.63
	Sch=M22		8,718.73	9,148.39	9,599.54	10,073.25	10,570.64
			2,012.01	2,111.17	2,215.28	2,324.60	2,439.38
			50.30036	52.77920	55.38197	58.11488	60.98444
256	24	ENGINEER, JUNIOR	91,938.91	96,460.60	101,208.35	106,193.50	111,427.91
	Sch=M22		7,661.58	8,038.38	8,434.03	8,849.46	9,285.66
			1,768.06	1,855.01	1,946.31	2,042.18	2,142.84
			44.20140	46.37529	48.65786	51.05457	53.57111
273	63	ENGINEERING SPECIALIST	104,624.75	109,780.73	115,194.50	120,878.96	126,847.63
	Sch=M22		8,718.73	9,148.39	9,599.54	10,073.25	10,570.64
			2,012.01	2,111.17	2,215.28	2,324.60	2,439.38
			50.30036	52.77920	55.38197	58.11488	60.98444
284	25	ENGINEERING	89,921.74	94,342.55	98,984.41	103,858.37	108,976.02
	Sch=M22	TECHNICIAN, ASSIST	7,493.48	7,861.88	8,248.70	8,654.86	9,081.34
			1,729.26	1,814.28	1,903.55	1,997.28	2,095.69
			43.23161	45.35700	47.58866	49.93191	52.39232
275	26	ENGINEERING	96,460.59	101,208.34	106,193.49	111,427.90	116,924.03
	Sch=M22	TECHNICIAN, ASSOC	8,038.38	8,434.03	8,849.46	9,285.66	9,743.67
			1,855.01	1,946.31	2,042.18	2,142.84	2,248.54
			46.37528	48.65786	51.05456	53.57111	56.21348
279	28	ENGINEERING	100,226.56	105,162.62	110,345.48	115,787.49	121,501.60
	Sch=M22	TECHNICIAN, SENIOR	8,352.21	8,763.55	9,195.46	9,648.96	10,125.13
			1,927.43	2,022.36	2,122.03	2,226.68	2,336.57
			48.18585	50.55895	53.05071	55.66706	58.41423
410	40	FACILITIES MAINTENANCE	58,019.99	60,845.72	63,812.74	66,928.11	70,199.25
	Sch=PS1	TRAINEE	4,835.00	5,070.48	5,317.73	5,577.34	5,849.94
			1,115.77	1,170.11	1,227.17	1,287.08	1,349.99
			27.89423	29.25275	30.67920	32.17698	33.74964
411	41	FACILITIES MAINTENANCE	65,027.09	68,203.17	71,538.05	75,039.69	78,716.41
	Sch=PS1	WORKER I	5,418.92	5,683.60	5,961.50	6,253.31	6,559.70
			1,250.52	1,311.60	1,375.73	1,443.07	1,513.78
			31.26302	32.78999	34.39329	36.07677	37.84443
412	42	FACILITIES MAINTENANCE	69,767.56	73,180.67	76,764.44	80,527.40	84,478.50
	Sch=PS1	WORKER II	5,813.96	6,098.39	6,397.04	6,710.62	7,039.88
			1,341.68	1,407.32	1,476.24	1,548.60	1,624.59
			33.54210	35.18301	36.90598	38.71510	40.61466

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413	43	FACILITIES MAINTENANCE	73,266.77	76,854.85	80,622.32	84,578.18	88,731.82
	Sch=PS1	WORKER, SENIOR	6,105.56	6,404.57	6,718.53	7,048.18	7,394.32
			1,408.98	1,477.98	1,550.43	1,626.50	1,706.38
			35.22441	36.94945	38.76073	40.66259	42.65953
414	20	FACILITIES MAINTENANCE	82,509.20	86,559.39	90,812.09	95,277.43	99,966.04
	Sch=PS1	WORKER, SUPERVISING	6,875.77	7,213.28	7,567.67	7,939.79	8,330.50
			1,586.72	1,664.60	1,746.39	1,832.26	1,922.42
			39.66788	41.61509	43.65966	45.80646	48.06060
950	18	FAMILY THERAPIST	90,466.04	94,914.08	99,584.52	104,488.47	109,637.63
	Sch=M22		7,538.84	7,909.51	8,298.71	8,707.37	9,136.47
			1,739.73	1,825.27	1,915.09	2,009.39	2,108.42
			43.49329	45.63177	47.87717	50.23484	52.71040
444	51	FLEET SERVICES WORKER	58,020.03	60,845.77	63,812.79	66,928.16	70,199.30
	Sch=PS1		4,835.00	5,070.48	5,317.73	5,577.35	5,849.94
			1,115.77	1,170.11	1,227.17	1,287.08	1,349.99
			27.89425	29.25277	30.67923	32.17700	33.74966
274	59	GIS SPECIALIST	104,624.75	109,780.71	115,194.49	120,878.95	126,847.62
	Sch=M22		8,718.73	9,148.39	9,599.54	10,073.25	10,570.64
			2,012.01	2,111.17	2,215.28	2,324.60	2,439.38
			50.30036	52.77919	55.38197	58.11488	60.98443
420	11	GROUNDSKEEPER	58,019.99	60,845.72	63,812.73	66,928.10	70,199.24
	Sch=PS1	TRAINEE	4,835.00	5,070.48	5,317.73	5,577.34	5,849.94
			1,115.77	1,170.11	1,227.17	1,287.08	1,349.99
			27.89423	29.25275	30.67920	32.17697	33.74963
421	12	GROUNDSKEEPER I	65,027.09	68,203.17	71,538.05	75,039.69	78,716.41
	Sch=PS1		5,418.92	5,683.60	5,961.50	6,253.31	6,559.70
			1,250.52	1,311.60	1,375.73	1,443.07	1,513.78
			31.26302	32.78999	34.39329	36.07677	37.84443
422	13	GROUNDSKEEPER II	69,767.56	73,180.68	76,764.44	80,527.40	84,478.50
	Sch=PS1		5,813.96	6,098.39	6,397.04	6,710.62	7,039.88
			1,341.68	1,407.32	1,476.24	1,548.60	1,624.59
			33.54210	35.18302	36.90598	38.71510	40.61466
423	14	GROUNDSKEEPER III	73,266.77	76,854.85	80,622.32	84,578.18	88,731.82
	Sch=PS1		6,105.56	6,404.57	6,718.53	7,048.18	7,394.32
			1,408.98	1,477.98	1,550.43	1,626.50	1,706.38
			35.22441	36.94945	38.76073	40.66259	42.65953
424	04	GROUNDSKEEPER,	82,509.20	86,559.39	90,812.09	95,277.43	99,966.04
	Sch=PS1	SUPERVISING	6,875.77	7,213.28	7,567.67	7,939.79	8,330.50
			1,586.72	1,664.60	1,746.39	1,832.26	1,922.42
			39.66788	41.61509	43.65966	45.80646	48.06060
228	16	INFORMATION	77,929.16	81,787.89	85,839.56	90,093.81	94,560.77
	Sch=M22	TECHNOLOGY TECHNICIAN	6,494.10	6,815.66	7,153.30	7,507.82	7,880.06
			1,498.64	1,572.84	1,650.76	1,732.57	1,818.48
			37.46594	39.32110	41.26902	43.31433	45.46191

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271	57	INFORMATION TECHNOLOGY	85,583.00	89,824.42	94,277.91	98,954.08	103,864.05
	Sch=M22	TECHNICIAN, SENIOR	7,131.92	7,485.37	7,856.49	8,246.17	8,655.34
			1,645.83	1,727.39	1,813.04	1,902.96	1,997.39
			41.14567	43.18482	45.32592	47.57408	49.93464
426	52	LANDSCAPE MAINTENANCE	78,376.20	82,219.74	86,255.45	90,492.96	94,942.33
	Sch=PS1	SPECIALIST	6,531.35	6,851.65	7,187.95	7,541.08	7,911.86
			1,507.23	1,581.15	1,658.76	1,740.25	1,825.81
			37.68087	39.52872	41.46897	43.50623	45.64535
263	29	LIBRARIAN I	70,548.38	74,000.54	77,625.29	81,431.29	85,427.58
	Sch=M22		5,879.03	6,166.71	6,468.77	6,785.94	7,118.97
			1,356.70	1,423.09	1,492.79	1,565.99	1,642.84
			33.91749	35.57718	37.31985	39.14966	41.07095
260	30	LIBRARIAN II	78,264.55	82,102.51	86,132.36	90,363.71	94,806.62
	Sch=M22		6,522.05	6,841.88	7,177.70	7,530.31	7,900.55
			1,505.09	1,578.89	1,656.39	1,737.76	1,823.20
			37.62719	39.47236	41.40979	43.44409	45.58011
242	32	LIBRARY ASSISTANT	66,391.61	69,635.92	73,042.45	76,619.31	80,375.01
	Sch=M22		5,532.63	5,802.99	6,086.87	6,384.94	6,697.92
			1,276.76	1,339.15	1,404.66	1,473.45	1,545.67
			31.91904	33.47881	35.11656	36.83621	38.64183
243	33	LIBRARY ASSISTANT,	74,530.90	78,182.19	82,016.02	86,041.55	90,268.37
	Sch=M22	SUPERVISING	6,210.91	6,515.18	6,834.67	7,170.13	7,522.36
			1,433.29	1,503.50	1,577.23	1,654.65	1,735.93
			35.83216	37.58759	39.43078	41.36613	43.39825
241	34	LIBRARY CLERK	58,340.24	61,181.99	64,165.82	67,298.84	70,588.51
	Sch=M22		4,861.69	5,098.50	5,347.15	5,608.24	5,882.38
			1,121.93	1,176.58	1,233.96	1,294.21	1,357.47
			28.04819	29.41442	30.84895	32.35521	33.93678
400	16	MAINTENANCE	58,019.99	60,845.72	63,812.73	66,928.10	70,199.24
	Sch=PS1	TRAINEE	4,835.00	5,070.48	5,317.73	5,577.34	5,849.94
			1,115.77	1,170.11	1,227.17	1,287.08	1,349.99
			27.89423	29.25275	30.67920	32.17697	33.74963
401	17	MAINTENANCE	65,027.09	68,203.17	71,538.05	75,039.69	78,716.41
	Sch=PS1	WORKER I	5,418.92	5,683.60	5,961.50	6,253.31	6,559.70
			1,250.52	1,311.60	1,375.73	1,443.07	1,513.78
			31.26302	32.78999	34.39329	36.07677	37.84443
402	18	MAINTENANCE	69,767.56	73,180.67	76,764.44	80,527.40	84,478.50
	Sch=PS1	WORKER II	5,813.96	6,098.39	6,397.04	6,710.62	7,039.88
			1,341.68	1,407.32	1,476.24	1,548.60	1,624.59
			33.54210	35.18301	36.90598	38.71510	40.61466
403	19	MAINTENANCE	73,266.77	76,854.85	80,622.32	84,578.18	88,731.82
	Sch=PS1	WORKER III	6,105.56	6,404.57	6,718.53	7,048.18	7,394.32
			1,408.98	1,477.98	1,550.43	1,626.50	1,706.38
			35.22441	36.94945	38.76073	40.66259	42.65953

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442	22	MECHANIC	80,877.34	84,845.94	89,012.96	93,388.34	97,982.50
	Sch=PS1		6,739.78	7,070.50	7,417.75	7,782.36	8,165.21
			1,555.33	1,631.65	1,711.79	1,795.93	1,884.28
			38.88334	40.79132	42.79469	44.89824	47.10697
440	23	MECHANIC SENIOR	87,869.09	92,187.28	96,721.37	101,482.18	106,481.02
	Sch=PS1		7,322.42	7,682.27	8,060.11	8,456.85	8,873.42
			1,689.79	1,772.83	1,860.03	1,951.58	2,047.71
			42.24475	44.32081	46.50066	48.78951	51.19280
251	15	NEIGHBORHOOD	96,460.59	101,208.34	106,193.49	111,427.90	116,924.03
	Sch=M22	PRESERVATION OFFICER	8,038.38	8,434.03	8,849.46	9,285.66	9,743.67
			1,855.01	1,946.31	2,042.18	2,142.84	2,248.54
			46.37528	48.65786	51.05456	53.57111	56.21348
407	03	PARTS AND INVENTORY	68,080.60	71,409.36	74,904.56	78,574.52	82,427.98
	Sch=PS1	CONTROL WORKER	5,673.38	5,950.78	6,242.05	6,547.88	6,869.00
			1,309.24	1,373.26	1,440.47	1,511.05	1,585.15
			32.73106	34.33142	36.01181	37.77621	39.62884
287	37	PERMIT TECHNICIAN	69,342.84	72,734.71	76,296.19	80,035.73	83,962.25
	Sch=M22		5,778.57	6,061.23	6,358.02	6,669.64	6,996.85
			1,333.52	1,398.74	1,467.23	1,539.15	1,614.66
			33.33790	34.96861	36.68086	38.47872	40.36647
291	60	PERMIT TECHNICIAN II	74,091.44	77,720.74	81,531.52	85,532.82	89,734.19
	Sch=M22		6,174.29	6,476.73	6,794.29	7,127.74	7,477.85
			1,424.84	1,494.63	1,567.91	1,644.86	1,725.66
			35.62088	37.36574	39.19785	41.12155	43.14144
252	38	PLAN CHECK ENGINEER	118,817.52	124,683.13	130,842.01	137,308.86	144,099.04
	Sch=M22		9,901.46	10,390.26	10,903.50	11,442.41	12,008.25
			2,284.95	2,397.75	2,516.19	2,640.56	2,771.14
			57.12381	59.94381	62.90481	66.01388	69.27838
258	41	PLANNER, ASSISTANT	96,166.84	100,899.92	105,869.65	111,087.87	116,566.99
	Sch=M22		8,013.90	8,408.33	8,822.47	9,257.32	9,713.92
			1,849.36	1,940.38	2,035.95	2,136.31	2,241.67
			46.23406	48.50958	50.89887	53.40763	56.04182
257	42	PLANNER, ASSOCIATE	111,087.87	116,566.99	122,320.07	128,360.81	134,703.58
	Sch=M22		9,257.32	9,713.92	10,193.34	10,696.73	11,225.30
			2,136.31	2,241.67	2,352.31	2,468.48	2,590.45
			53.40763	56.04182	58.80773	61.71193	64.76134
261	22	PLANNER, SENIOR	116,567.01	122,320.09	128,360.83	134,703.60	141,363.51
	Sch=M22		9,713.92	10,193.34	10,696.74	11,225.30	11,780.29
			2,241.67	2,352.31	2,468.48	2,590.45	2,718.53
			56.04183	58.80774	61.71194	64.76135	67.96323
231	43	POLICE CLERK	64,187.93	67,322.05	70,612.90	74,068.28	77,696.42
	Sch=M22		5,348.99	5,610.17	5,884.41	6,172.36	6,474.70
			1,234.38	1,294.65	1,357.94	1,424.39	1,494.16
			30.85958	32.36637	33.94851	35.60975	37.35405

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
229	20	POLICE CLERK,	67,322.13	70,612.97	74,068.35	77,696.49	81,506.06
	Sch=M22	SENIOR	5,610.18	5,884.41	6,172.36	6,474.71	6,792.17
			1,294.66	1,357.94	1,424.39	1,494.16	1,567.42
			32.36641	33.94854	35.60978	37.35408	39.18561
230	52	POLICE CLERK,	79,619.04	83,524.73	87,625.70	91,931.73	96,453.04
	Sch=M22	SUPERVISING	6,634.92	6,960.39	7,302.14	7,660.98	8,037.75
			1,531.14	1,606.24	1,685.11	1,767.92	1,854.87
			38.27838	40.15612	42.12774	44.19795	46.37165
237	55	POLICE IDENTIFICATION	81,135.81	85,117.33	89,297.93	93,687.56	98,296.68
	Sch=M22	TECHNICIAN	6,761.32	7,093.11	7,441.49	7,807.30	8,191.39
			1,560.30	1,636.87	1,717.27	1,801.68	1,890.32
			39.00760	40.92179	42.93170	45.04210	47.25802
215	36	PROPERTY AND EVIDENCE	68,338.90	71,680.57	75,189.35	78,873.54	82,741.96
	Sch=M22	SPECIALIST	5,694.91	5,973.38	6,265.78	6,572.80	6,895.16
			1,314.21	1,378.47	1,445.95	1,516.80	1,591.19
			32.85524	34.46181	36.14873	37.91997	39.77979
236	54	PROPERTY AND EVIDENCE	77,343.90	81,135.83	85,117.35	89,297.95	93,687.58
	Sch=M22	SPECIALIST, SUPERVISING	6,445.33	6,761.32	7,093.11	7,441.50	7,807.30
			1,487.38	1,560.30	1,636.87	1,717.27	1,801.68
			37.18457	39.00761	40.92180	42.93171	45.04211
235	44	PUBLIC SAFETY	79,619.04	83,524.73	87,625.70	91,931.73	96,453.04
	Sch=M22	DISPATCHER	6,634.92	6,960.39	7,302.14	7,660.98	8,037.75
			1,531.14	1,606.24	1,685.11	1,767.92	1,854.87
			38.27838	40.15612	42.12774	44.19795	46.37165
245	31	PUBLIC SAFETY	83,524.69	87,625.66	91,931.68	96,453.00	101,200.39
	Sch=M22	DISPATCHER, SENIOR	6,960.39	7,302.14	7,660.97	8,037.75	8,433.37
			1,606.24	1,685.11	1,767.92	1,854.87	1,946.16
			40.15610	42.12772	44.19792	46.37163	48.65403
238	45	PUBLIC SAFETY	91,983.74	96,507.67	101,257.78	106,245.40	111,482.40
	Sch=M22	DISPATCHER, SUPERVISING	7,665.31	8,042.31	8,438.15	8,853.78	9,290.20
			1,768.92	1,855.92	1,947.27	2,043.18	2,143.89
			44.22295	46.39792	48.68163	51.07952	53.59731
220	46	PURCHASING SPECIALIST	75,373.88	79,067.31	82,945.40	87,017.41	91,293.02
	Sch=M22		6,281.16	6,588.94	6,912.12	7,251.45	7,607.75
			1,449.50	1,520.53	1,595.10	1,673.41	1,755.64
			36.23744	38.01313	39.87760	41.83529	43.89088
233	65	RECYCLING SPECIALIST	85,772.48	89,985.83	94,409.87	99,055.09	103,932.57
	Sch=M22		7,147.71	7,498.82	7,867.49	8,254.59	8,661.05
			1,649.47	1,730.50	1,815.57	1,904.91	1,998.70
			41.23677	43.26242	45.38936	47.62264	49.96758
214	49	SENIOR CLERK	62,583.31	65,637.20	68,843.79	72,210.72	75,745.98
	Sch=M22		5,215.28	5,469.77	5,736.98	6,017.56	6,312.17
			1,203.53	1,262.25	1,323.92	1,388.67	1,456.65
			30.08813	31.55635	33.09798	34.71669	36.41634

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
405	39	TRAFFIC SIGNAL	70,584.08	74,038.02	77,664.65	81,472.62	85,470.99
	Sch=PS1	TECHNICIAN TRAINEE	5,882.01	6,169.84	6,472.05	6,789.39	7,122.58
			1,357.39	1,423.81	1,493.55	1,566.78	1,643.67
			33.93465	35.59520	37.33877	39.16953	41.09182
406	24	TRAFFIC SIGNAL	75,419.60	79,115.31	82,995.82	87,070.34	91,348.60
	Sch=PS1	TECHNICIAN	6,284.97	6,592.94	6,916.32	7,255.86	7,612.38
			1,450.38	1,521.45	1,596.07	1,674.43	1,756.70
			36.25942	38.03621	39.90184	41.86074	43.91760
408	53	TRAFFIC SIGNAL	82,509.20	86,559.39	90,812.09	95,277.43	99,966.04
	Sch=PS1	TECHNICIAN, SENIOR	6,875.77	7,213.28	7,567.67	7,939.79	8,330.50
			1,586.72	1,664.60	1,746.39	1,832.26	1,922.42
			39.66788	41.61509	43.65966	45.80646	48.06060
248	53	TRANSPORTATION	118,917.90	124,788.54	130,952.70	137,425.07	144,221.06
	Sch=M22	ENGINEER, ASSOCIATE	9,909.83	10,399.05	10,912.73	11,452.09	12,018.42
			2,286.88	2,399.78	2,518.32	2,642.79	2,773.48
			57.17207	59.99449	62.95803	66.06975	69.33705
211	50	TYPIST CLERK	58,340.24	61,181.99	64,165.82	67,298.84	70,588.51
	Sch=M22		4,861.69	5,098.50	5,347.15	5,608.24	5,882.38
			1,121.93	1,176.58	1,233.96	1,294.21	1,357.47
			28.04819	29.41442	30.84895	32.35521	33.93678
396	44	WASTEWATER COLLECTIONS	58,019.99	60,845.72	63,812.73	66,928.10	70,199.24
	Sch=PS1	SYSTEMS TRAINEE	4,835.00	5,070.48	5,317.73	5,577.34	5,849.94
			1,115.77	1,170.11	1,227.17	1,287.08	1,349.99
			27.89423	29.25275	30.67920	32.17697	33.74963
397	45	WASTEWATER COLLECTIONS	67,138.85	70,458.06	73,943.24	77,602.67	81,445.07
	Sch=PS1	SYSTEMS WORKER I	5,594.90	5,871.51	6,161.94	6,466.89	6,787.09
			1,291.13	1,354.96	1,421.99	1,492.36	1,566.25
			32.27829	33.87407	35.54963	37.30898	39.15628
398	46	WASTEWATER COLLECTIONS	73,767.25	77,417.88	81,251.05	85,275.87	89,501.94
	Sch=PS1	SYSTEMS WORKER II	6,147.27	6,451.49	6,770.92	7,106.32	7,458.50
			1,418.60	1,488.81	1,562.52	1,639.92	1,721.19
			35.46502	37.22013	39.06300	40.99801	43.02978
399	47	WASTEWATER COLLECTIONS	81,095.37	85,112.41	89,330.30	93,759.09	98,409.31
	Sch=PS1	SYSTEMS WORKER III	6,757.95	7,092.70	7,444.19	7,813.26	8,200.78
			1,559.53	1,636.78	1,717.89	1,803.06	1,892.49
			38.98816	40.91943	42.94726	45.07649	47.31217
445	15	WATER DISTRIBUTION	61,975.99	64,999.53	68,174.24	71,507.69	75,007.81
	Sch=PS1	OPERATOR TRAINEE	5,164.67	5,416.63	5,681.19	5,958.97	6,250.65
			1,191.85	1,249.99	1,311.04	1,375.15	1,442.46
			29.79615	31.24977	32.77608	34.37870	36.06145
446	32	WATER DISTRIBUTION	69,474.38	72,872.82	76,441.19	80,187.99	84,122.12
	Sch=PS1	OPERATOR I	5,789.53	6,072.74	6,370.10	6,682.33	7,010.18
			1,336.05	1,401.40	1,470.02	1,542.08	1,617.73
			33.40114	35.03501	36.75057	38.55192	40.44333

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
447	33	WATER DISTRIBUTION	79,669.72	83,577.94	87,681.57	91,990.38	96,514.62
	Sch=PS1	OPERATOR II	6,639.14	6,964.83	7,306.80	7,665.87	8,042.89
			1,532.11	1,607.27	1,686.18	1,769.05	1,856.05
			38.30275	40.18170	42.15460	44.22614	46.40126
448	34	WATER DISTRIBUTION	85,922.85	90,143.72	94,575.65	99,229.17	104,115.35
	Sch=PS1	OPERATOR III	7,160.24	7,511.98	7,881.30	8,269.10	8,676.28
			1,652.36	1,733.53	1,818.76	1,908.25	2,002.22
			41.30906	43.33833	45.46906	47.70633	50.05546
470	05	WATER DISTRIBUTION	90,143.74	94,575.67	99,229.19	104,115.37	109,245.88
	Sch=PS1	SENIOR OPERATOR	7,511.98	7,881.31	8,269.10	8,676.28	9,103.82
			1,733.53	1,818.76	1,908.25	2,002.22	2,100.88
			43.33834	45.46907	47.70634	50.05547	52.52206
469	06	WATER DISTRIBUTION	99,007.59	103,882.71	109,001.57	114,376.38	120,019.94
	Sch=PS1	SUPERVISING OPERATOR	8,250.63	8,656.89	9,083.46	9,531.37	10,001.66
			1,903.99	1,997.74	2,096.18	2,199.55	2,308.08
			47.59980	49.94361	52.40460	54.98864	57.70189
456	37	WATER RESOURCES	92,975.04	97,586.06	102,427.64	107,511.29	112,849.13
	Sch=PS1	COORDINATOR	7,747.92	8,132.17	8,535.64	8,959.27	9,404.09
			1,787.98	1,876.66	1,969.76	2,067.52	2,170.18
			44.69954	46.91638	49.24406	51.68812	54.25439
454		WATER RESOURCES	96,622.84	101,416.26	106,449.34	111,734.08	117,283.06
	Sch=PS1	COORDINATOR - ELECTRIAL &	8,051.90	8,451.36	8,870.78	9,311.17	9,773.59
		INSTRUMENTATION	1,858.13	1,950.31	2,047.10	2,148.73	2,255.44
			46.45329	48.75782	51.17757	53.71831	56.38609
463	25	WR INSTRUMENT	87,830.69	92,184.50	96,756.00	101,556.07	106,596.14
	Sch=PS1	CONTROL TECHNICIAN	7,319.22	7,682.04	8,063.00	8,463.01	8,883.01
			1,689.05	1,772.78	1,860.69	1,953.00	2,049.93
			42.22629	44.31947	46.51731	48.82503	51.24814
462	26	WR LABORATORY	83,894.09	88,051.07	92,415.90	96,998.96	101,811.18
	Sch=PS1	TECHNICIAN	6,991.17	7,337.59	7,701.33	8,083.25	8,484.27
			1,613.35	1,693.29	1,777.23	1,865.36	1,957.91
			40.33370	42.33225	44.43072	46.63412	48.94768
458	27	WR MECHANIC I**	78,352.15	82,269.76	86,383.25	90,702.41	95,237.53
	Sch=PS1		6,529.35	6,855.81	7,198.60	7,558.53	7,936.46
			1,506.77	1,582.11	1,661.22	1,744.28	1,831.49
			37.66930	39.55277	41.53041	43.60693	45.78727
459	28	WR MECHANIC II**	88,466.37	92,889.69	97,534.18	102,410.89	107,531.43
	Sch=PS1		7,372.20	7,740.81	8,127.85	8,534.24	8,960.95
			1,701.28	1,786.34	1,875.66	1,969.44	2,067.91
			42.53191	44.65851	46.89143	49.23600	51.69780
451	29	WR OPERATOR - GRADE I	79,139.17	83,020.85	87,096.63	91,376.19	95,869.72
	Sch=PS1		6,594.93	6,918.40	7,258.05	7,614.68	7,989.14
			1,521.91	1,596.55	1,674.94	1,757.23	1,843.65
			38.04768	39.91387	41.87338	43.93086	46.09121

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
453	48	WR OPERATOR - GRADE II	83,010.44	87,085.69	91,364.71	95,857.67	100,575.29
	Sch=PS1		6,917.54	7,257.14	7,613.73	7,988.14	8,381.27
			1,596.35	1,674.72	1,757.01	1,843.42	1,934.14
			39.90887	41.86812	43.92534	46.08542	48.35350
452	30	WR OPERATOR - GRADE III	89,644.93	94,051.91	98,679.24	103,537.93	108,639.55
	Sch=PS1		7,470.41	7,837.66	8,223.27	8,628.16	9,053.30
			1,723.94	1,808.69	1,897.68	1,991.11	2,089.22
			43.09852	45.21726	47.44194	49.77785	52.23055
455	31	WR OPERATOR - TRAINEE	66,769.31	70,032.51	73,458.87	77,056.55	80,834.11
	Sch=PS1		5,564.11	5,836.04	6,121.57	6,421.38	6,736.18
			1,284.03	1,346.78	1,412.67	1,481.86	1,554.50
			32.10063	33.66948	35.31676	37.04642	38.86255
457	49	WR SENIOR OPERATOR	94,065.51	98,693.53	103,552.93	108,655.31	114,012.81
	Sch=PS1		7,838.79	8,224.46	8,629.41	9,054.61	9,501.07
			1,808.95	1,897.95	1,991.40	2,089.53	2,192.55
			45.22380	47.44881	49.78506	52.23813	54.81385
461	35	WR SOURCE CONTROL	88,182.89	92,554.31	97,144.29	101,963.78	107,024.24
	Sch=PS1	INSPECTOR	7,348.57	7,712.86	8,095.36	8,496.98	8,918.69
			1,695.82	1,779.89	1,868.16	1,960.84	2,058.16
			42.39562	44.49726	46.70399	49.02105	51.45396
460	36	WR SOURCE CONTROL	82,983.27	87,057.17	91,334.76	95,826.22	100,542.26
	Sch=PS1	TECHNICIAN	6,915.27	7,254.76	7,611.23	7,985.52	8,378.52
			1,595.83	1,674.18	1,756.44	1,842.81	1,933.51
			39.89580	41.85441	43.91094	46.07030	48.33763
464	50	WR SUPERVISING	103,314.73	108,405.19	113,750.18	119,362.42	125,255.27
	Sch=PS1	OPERATOR	8,609.56	9,033.77	9,479.18	9,946.87	10,437.94
			1,986.82	2,084.72	2,187.50	2,295.43	2,408.76
			49.67054	52.11788	54.68759	57.38578	60.21888
952	51	YOUTH SERVICES CASE	82,573.15	86,626.54	90,882.61	95,351.47	100,043.79
	Sch=M22	COORDINATOR	6,881.10	7,218.88	7,573.55	7,945.96	8,336.98
			1,587.95	1,665.90	1,747.74	1,833.68	1,923.92
			39.69863	41.64738	43.69356	45.84205	48.09798

*Retitled effective 10/10/2022

**Market Equity Adjustment effective 11/21/2022

CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/09/2022

Schedule = P14

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
604	01	POLICE OFFICER	102,065.14	107,168.40	112,526.82	118,153.16	124,060.82
			8,505.43	8,930.70	9,377.24	9,846.10	10,338.40
			1962.79	2060.93	2163.98	2272.18	2385.79
			49.06978	51.52327	54.09943	56.80440	59.64463
603	02	POLICE SERGEANT	127,003.32	133,353.49	140,021.16	147,022.22	154,373.33
			10,583.61	11,112.79	11,668.43	12,251.85	12,864.44
			2442.37	2564.49	2692.71	2827.35	2968.72
			61.05929	64.11225	67.31787	70.68376	74.21795
606	03	POLICE TRAINEE (Non-Sworn)	35.75003	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,504 - $17,106/month
Effective July 4, 2022

Class Code	Classification	Monthly Salary Range		
		$13,684.77	-	$17,105.96
119	Assistant Administrative Services Director			
100	Assistant City Attorney			
132	Assistant Community Development Director			
129	Assistant Public Works Director			
124	City Engineer			
		$12,730.29	-	$15,912.86
250	Assistant City Engineer			
289	Building Official			
218	Finance Manager			
125	Maintenance and Golf Operations Manager			
118	Planning Manager			
449	Water Resources Division Manager			
		$12,102.02	-	$15,127.53
123	Housing & Human Services Manager			
		$11,975.92	-	$14,969.90
246	Senior Transportation Engineer			
		$11,491.86	-	$14,364.82
283	Permit Center Manager			
		$11,468.74	-	$14,335.93
253	Senior Civil Engineer			
		$10,895.92	-	$14,164.69
269	Cyber Security Manager			
268	Information Technology Manager			
		$11,145.89	-	$13,932.36
127	Risk Manager			
		$11,001.70	-	$13,752.13
472	Airport Manager			
136	City Clerk			
134	Housing Programs Manager			
135	Human Services Programs Manager			
297	Police Support Services Manager			
259	Principal Planner			
951	Youth and Family Services Manager - Clinical			
		$10,387.14	-	$12,983.93
137	Assistant Finance Manager			
130	Assistant Library Director			
120	Economic Development Manager			
278	Inspection & Neighborhood Preservation Manager			
450	Water Resources Operations Manager			
474	Water Resources Technical Programs Manager			
953	Youth and Family Services Manager - Programs			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,504 - $17,106/month
Effective July 4, 2022

Class Code	Classification	Monthly Salary Range		
		$9,873.94	-	$12,342.42
217	Accounting Supervisor*			
232	Information Technology Coordinator			
148	Management Analyst, Senior			
133	Public Works Manager			
270	Systems Administrator			
468	Water Distribution Operations Manager			
		$9,769.14	-	$12,211.42
272	Construction Inspection Manager			
		$9,724.54	-	$12,155.68
128	Deputy City Attorney			
295	Police Business Services Manager			
293	Police Facility & Equipment Manager			
		$9,228.46	-	$11,535.57
131	Assistant City Clerk			
150	Management Analyst II			
298	Police Media & Community Relations Analyst			
126	Public Works Supervisor			
		$7,504.89	-	$9,381.11
207	Deputy City Clerk			
152	Management Analyst I			
264	Supervising Librarian			
466	Water Resources Communications Representative			

*Accounting Supervisor - Market Equity Adjustment - effective October 10, 2022

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,504 - $18,443/month
Effective July 4, 2022

Class Code	Classification	Monthly Salary Range		
113	Assistant City Attorney, Senior (Confidential)	$14,754.08	-	$18,442.60
104	Assistant to the City Manager (Confidential)	$12,102.02	-	$15,127.53
122	Human Resources Manager (Confidential)	$12,730.29	-	$15,912.86
154	Human Resources Analyst, Senior (Confidential)	$9,873.94	-	$12,342.42
155	Human Resources Analyst II (Confidential)	$9,228.46	-	$11,535.57
156	Human Resources Analyst I (Confidential)	$7,504.89	-	$9,381.11
149	Management Analyst, Senior (Confidential)	$9,873.94	-	$12,342.42
151	Management Analyst II (Confidential)	$9,228.46	-	$11,535.57
153	Management Analyst I (Confidential)	$7,504.89	-	$9,381.11

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$12,830 - $19,891/month
Effective July 4, 2022

Class Code	Classification	Salary Range		
605	Police Captain	$16,628.44	-	$20,785.55
602	Police Lieutenant	$13,408.46	-	$16,760.58

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$4,970 - $10,355/month
Effective July 4, 2022

Class Code	Classifications	Monthly Salary Range		
216	Administrative Receptionist	$4,970.89	-	$6,213.61
203	Administrative Specialist I	$5,753.66	-	$7,192.07
227	Administrative Specialist II	$6,471.02	-	$8,088.77
200	Executive Assistant	$8,283.88	-	$10,354.85
226	Human Resources Clerk I	$5,753.66	-	$7,192.07
212	Human Resources Clerk II	$6,329.66	-	$7,912.08
219	Human Resources Technician	$6,945.30	-	$8,681.63
201	Law Office Supervisor	$8,283.88	-	$10,354.85
204	Legal Assistant	$6,879.30	-	$8,599.12

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$12,837.50 - $22,488.69/month
Effective December 6, 2021

Class Code	Classification	Monthly Salary Range		
109	Administrative Services Director	$15,343.01	-	$19,178.76
103	Assistant City Manager	$16,550.85	-	$20,688.56
105	Community Development Director	$15,343.01	-	$19,178.76
106	Deputy City Manager**	$12,837.50	-	$16,448.04
114	Innovation and Economic Development Director	$15,343.01	-	$19,178.76
121	Library Services Director*	$15,343.01	-	$19,178.76
107	Police Chief	$17,990.95	-	$22,488.69
111	Public Works Director	$15,343.01	-	$19,178.76

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
102	City Manager	$305,000	5/16/2022
112	City Attorney	$279,010	12/6/2021

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Salary Range	Effective Date
210	Department Assistant	$15.00 - $25.25 Hourly	12/20/21
438	Field/Maintenance Aide	$15.00 - $25.25 Hourly	12/20/21
240	Law Clerk	$15.00 - $25.00 Hourly	07/05/99
915	Temporary Librarian	$19.00 - $23.50 Hourly	05/11/07
916	Temporary Library Assistant	$17.00 - $22.50 Hourly	05/11/07
917	Temporary Library Clerk	$15.75 - $19.00 Hourly	05/11/07
920	Library Aide	$15.00 Hour	12/20/21
961	Police Cadet	$15.00 - $19.00 Hourly	12/20/21
963	Reserve Police Officer	Hourly equivalent to Police Officer Step A	
956	Special Projects Coordinator	$20.00 - $100.00 Hourly	12/20/21

LIVERMORE
CALIFORNIA

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

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing the execution of Project and Program Grant Agreements with Anne Giancola, East Bay Holocaust Education Center, Las Positas College Foundation, and Livermore Art Association, consistent with the City's Public Art Policy.

RECOMMENDED ACTION

The Commission for the Arts and staff recommend the City Council adopt a resolution approving the applications and authorizing the execution of the following Project and Program Grant Agreements:

1. Anne Giancola-$5,000 for the Wind Power Temporary Public Art Project
2. East Bay Holocaust Education Center-$10,000 for "Violins of Hope"
3. Las Positas College Foundation-$10,000 for the 2023 Las Positas Literary Arts Festival "LPC Lit Fest"
4. Livermore Art Association- $2,800 for the 2023 Livermore Art Association Spring Art Show

SUMMARY

The Commission for the Arts administers the Project and Program Grant Program, including reviewing funding applications twice per year in March and September and providing funding recommendations to the City Council for final approval.

In September 2022, a total of five (5) applications were received for Project and Program Grant funds. The Commission for the Arts and staff recommend the City Council adopt a resolution approving the execution of a Project and Program Grant Agreement with each of the following four (4) applicants: Anne Giancola, East Bay Holocaust Education Center, Las Positas College Foundation, and Livermore Art Association.

DISCUSSION

In 2004, the City Council created the Public Art Fund for the purpose of funding public art and cultural programming. In 2008, the City Council created the Project and Program Grant Program to provide funding from the Public Art Fund for local organizations and artists providing cultural enrichment experiences in Livermore.

The Commission for the Arts administers the Project and Program Grant Program, including reviewing funding applications twice per year in March and September and providing funding recommendations to the City Council for final approval. Opportunities for funding were posted on the city website and social media.

On September 1, 2022, staff received a total of five (5) applications which were reviewed by an ad hoc committee of the Commission for the Arts. The committee reviewed the applications and presented its funding recommendations to the full Commission at its regular meeting on September 27, 2022. The Commission for the Arts selected four (4) applications for funding. The four (4) recommended projects meet the evaluation criteria and include expenses that are eligible for funding. The remaining application did not meet all the evaluation criteria and did not sufficiently identify expenses eligible for funding under the grant program.

The recommended projects, totaling $27,800, are described below:

Agency	Project	Funds Requested	Grant Recommendation
Anne Giancola	Wind Power Temporary Public Art Project	$5,000	$5,000
East Bay Holocaust Education Center	"Violins of Hope"	$10,000	$10,000
Las Positas College Foundation	2023 Las Positas College Literary Arts Festival ("LPC Lit Fest")	$10,000	$10,000
Livermore Art Association	2023 Livermore Art Association Spring Art Show	$2,800	$2,800

FISCAL AND ADMINISTRATIVE IMPACTS

The Project and Program Grants are funded with Public Art Fee funds (F608). Funds have been identified in the FY 2022-23 Financial Plan. No further appropriation is needed at this time.

ATTACHMENTS

1. Resolution
2. Exhibit A - Anne Giancola Agreement
3. Exhibit B - East Bay Holocaust Education Center Agreement
4. Exhibit C - Las Positas College Foundation Agreement
5. Exhibit D - Livermore Art Association Agreement

Prepared by: Theresa De La Vega
Management Analyst

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 THE EXECUTION OF PUBLIC ART FUND PROJECT AND PROGRAM GRANT AGREEMENTS WITH: ANNE GIANCOLA, IN THE AMOUNT OF $5,000; EAST BAY HOLOCAUST EDUCATION CENTER, IN THE AMOUNT OF $10,000; LAS POSITAS COLLEGE FOUNDATION, IN THE AMOUNT OF $10,000; AND LIVERMORE ART ASSOCIATION, IN THE AMOUNT OF $2,800.

The City Council created the Public Art Fund for the purpose of funding public and cultural programming consistent with the public art policy administered by the Commission for the Arts. The Project and Program Grant program was created by the City Council for use of the Public Art Fund for the purpose of encouraging programs for the cultural enrichment of the citizens of, and visitors to, Livermore.

The Commission for the Arts reviews applications for the Project and Program Grant program twice per year, in March and September. The Commission for the Arts received a total of five applications in September 2022. Following a review of those five applications, the Commission for the Arts recommends funding four of the five Project and Program applications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager, or her designee, to execute the Project and Program Grant Agreements with the following:

1. Anne Giancola, in the amount of $5,000 for the Wind Power Temporary Public Art Project, attached hereto as Exhibit A;
2. East Bay Holocaust Education Center, in the amount of $10,000 for “Violins of Hope”, attached hereto as Exhibit B;
3. Las Positas College Foundation, in the amount of $10,000 for the 2023 Las Positas Literary Arts Festival “LPC Lit Fest”, attached hereto as Exhibit C;
4. Livermore Art Association, in the amount of $2,800 for the 2023 Livermore Art Association Spring Art Show, attached hereto as Exhibit D.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 14, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Jason R. Alcala*_____
Jason Alcala
City Attorney

Exhibit A – Anne Giancola Agreement
Exhibit B – East Bay Holocaust Education Center Agreement
Exhibit C – Las Positas College Foundation Agreement
Exhibit D – Livermore Art Association Agreement

AGREEMENT BETWEEN CITY OF LIVERMORE AND ANNE GIANCOLA FOR FISCAL YEAR 2022-23 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2022, between the City of Livermore, a municipal corporation ("City"), and Anne Giancola, an individual ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to support the Wind Power Temporary Public Art Project ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities

eligible under the Project and Program Grant Program: Wind Power Temporary Public Art Project to be displayed at the opening event of Livermore's Climate Action Plan. The Wind Power Temporary Public Art Project will be on display until April 22, 2023.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* provide funds for artists fees, supplies, transportation, research, printing, rental costs and advertising ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $5,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $5,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. 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:

City: City of Livermore
Attn: Brandon Cardwell, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Anne Giancola
[redacted]

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state and local laws, statutes, rules and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract 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 Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise

found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates

that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who

exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Anne Giancola
an Individual
"Grantee"

By: _____ **Dated:** 10-25-22

PRINT NAME: Anne Giancola

TITLE: Artist

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____ **Dated:** _____
Brandon Cardwell
Innovation and Economic Development Director

APPROVED AS TO FORM:

_____
ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

EXHIBIT A

Applicant Name: Anne Giancola (assisted by Thomasin Dewhurst)

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☑ 1. Application Checklist (this page).
- ☑ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☐ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist. N/A
- ☐ 4. If you are an organization, submit a list of current officers and Board members with their term of office. N/A
- ☐ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS. N/A
- ☑ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☑ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☑ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☑ 9. Resumes/biographies of key project individuals, generally one page each.
- ☑ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☑ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☐ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

EXHIBIT A

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

N/A

Authorized Officer's Signature

Date

Print Name of Officer signing this form

Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

9-1-22

Date

Anne Giancola

Print name of Artist signing this form

EXHIBIT A

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: 1 Sept. 2022

Amount of Grant Request: $ 5000 Total Project Budget: $ 10 000

Applicant/Organization: Anne Giancola (assisted by Thomasin Dewhurst)

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: anne-giancola.art

Preparer's Name and Title: Thomasin Dewhurst (assistant artist to this project)

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Visual Arts

Briefly describe the project or program for which support is requested:

Part of the launch of Livermore's Climate Action Plan (CAP), this is a public art project concerning wind power.

Number of people intended to reach: Audience: Tri-Valley Public Participants: 2 artists 3 engineers/carpenters Many youth participants

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: ~~Between September and~~ ~~the beginning of~~ On 2nd November 2022.

Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: April 22, 2023 (Earth Day)

EXHIBIT A

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

Please see attached notes.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

Please see attached notes.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

Please see attached notes.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

Please see attached notes.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

Please see attached notes.

EXHIBIT A

Wind Power Temporary Public Art Project
Anne Giancola (lead artists)
Thomasin Dewhurst (assistant artist)

1.

Anne Giancola brings strong expertise and experience in community collaboration and arts communication to the Livermore area. In her capacity as the Visual Arts and Education Manager at Livermore Valley Arts, Anne coordinates many visual arts projects including exhibits at the Bankhead Theater and the Bothwell Arts Center, indoor and outdoor art fairs, art classes and public art projects.

A working artist herself, Anne paints residential and commercial murals. Working in collaboration with 3 other artists, Anne was part of the team that painted the Dream Big mural on L Street in Livermore.

A graduate of the University of California Santa Barbara, Anne has a strong arts and communications background. Anne completed her master's degree in Applied Communications from Fitchburg State University in 2013. Anne is a Civic Arts Commissioner with the City of Pleasanton, a board member of the Pleasanton Cultural Arts Council, and a member of the Northern California Women's Caucus for Art. Anne is a 2022 Alameda County Arts Leadership award recipient.

Thomasin Dewhurst (artist and owner/educator at Thomasin Dewhurst Fine Art) provides art, art history and music instruction to Tri-Valley students. With the support of grants from the cities of Livermore, Pleasanton, Dublin, the Wente Foundation for Arts Education, Livermore Rotarian Foundation, the Pedrozzi Foundation and private donations, Thomasin brings public art opportunities to youth of the Tri-Valley community.

A significant contribution to this has been the Livermore **Conversation Pieces** banner art project with over 100 young participants: members of The Pedrozzi Foundation, Quest Science Center, JazzLabb/Element 116, Tri-Valley Writers, Del Arroyo 4-H Club, and Thomasin Dewhurst Fine Art. A **city of Pleasanton Conversation Pieces project** funded by the Pleasanton Cultural Arts Council began this year. (pictures attached)

Thomasin is one of 4 selected artists commissioned to create temporary public artwork for Dublin's 40th Anniversary celebrations. The public art project is a sculpture that at night becomes a shadow puppet theater. Thomasin was part of the team that painted the Dream Big mural on L Street in Livermore.

2.

- The proposed project is a temporary public artwork (named the **Wind Power Temporary Public Art Project**) to be displayed at the opening event of Livermore's Climate Action Plan (CAP).
- The exact location has not yet been determined, but it will be in an open and accessible public space such as the Bankhead Plaza or Stockmen's Park or similar.
- The date of this event is yet to be determined by CAP, but is estimated to occur in late October. The Wind Power project will be on display until April 22, 2023 (Earth Day).

EXHIBIT A

- The Wind Power Art Project will be an interactive, painted/sculptured (shallow relief) artwork on a heavyweight plywood board, 4' x 6' in size, mounted on a sturdy A-frame and secured with stakes or wire to the ground or poles (or similar).
- The subject of the artwork is **wind power**, focusing specifically on the Altamont wind farm wind turbines and describing (through images and words) the process of transforming wind into usable power. The project will also address, for example, the problems of noise and visual pollution, and danger to bird-life, and outline current and future solutions to these and other concerns. The display will be simple enough for elementary school-age children to understand yet informative enough for older students and adults.
- The display will comprise a 4' x 6' painting of the Altamont wind farm hills and wind turbines, plus a schematic, labeled illustration of how power is converted from wind to electricity. The painting will also include a section of the city of Livermore.
- Attached to the left hand side of the painting will be a hand-cranked motor. The motor will power a string of little lights (akin to Christmas tree lights). Visitors to the artwork will be encouraged to use the hand crank to make the lights turn on. The hand crank will also be, separately, attached to a 3-D printed model of a current Altamont wind farm turbine, the blades of which will rotate in accordance with the movement of the hand crank. Altogether this will represent wind moving the turbines, creating electricity.
- The little string of lights and the mechanics of the hand-cranked motor will be hidden behind the painted board (behind the scenes). The little bulbs, however, will poke though small holes on the board and become a part of illustration of Livermore, depicting street lights, lighted signs, lights inside houses, computers etc. This will represent how the resulting electricity gleaned from wind power is and can be used.
- The project is estimated to take one to 2 months to complete.
- The resources we will need for this project comprise:

1. *Artists to create and paint the artwork (Anne Giancola and Thomasin Dewhurst) (artists fees).*
2. *Carpentry work to build the supporting structure (in-kind resource).*
3. *Engineering help form Quest Science Center engineers and scientists to create a working hand-cranked motor (in-kind resource).*
4. *Research on wind turbines, information, interviews and possible field trip visit on/to Altamont wind farm to create the schematic illustration on how wind becomes useful electrical power (in-kind resource).*
5. *Supplies for the structure and for creating the artwork (purchasing).*
6. *Printing of flyers, information displays banners etc. (purchased)*
7. *Advertising costs to bring the public to visit the artwork (purchased)*
8. *Rental of workspace (rental fees).*
9. *Insurance (insurance from artists' insurance policies)*

3.

The requested grant from the City of Livermore will be used as follows:

1. Artists fees - $2000 per artist (x 2 artists)
2. Supplies, transportation, research, printing, advertising, rental costs - $1000

EXHIBIT A

TOTAL COST (AND TOTAL GRANT AMOUNT REQUESTED)	**$5000**
(Total in-kind fee equivalent) ($2500) + plus personal funds ($2500)	**$5000**
TOTAL PROJECT COST	**$10000**

4.

Strand 1: Promote the unique sense of place in Livermore, including the creation of a Cultural Arts District.

The Wind Power Temporary Public Art Project addresses this strand because it will focus specifically on how wind power functions to aid the City of Livermore. Both lead artists, the Quest engineers/scientists, the carpenter service, the supplies, printing, workspace used and insurance company are all Livermore residents or businesses. The artwork will be unique to Livermore and will be displayed solely in Livermore from the start date (estimated in October 2022) to the end date (April 22, 2023 – Earth Day).
Importantly, this project is directly involved with Livermore's Climate Action Plan (CAP), and so uniquely part of Livermore in this way too.

Strand 2: Ensure the visibility and vitality of cultural arts organizations, artists and arts educators for all residents and visitors to the City through facilitation of partnerships and support for organizational strengthening within the arts, culture and heritage communities.

The Wind Power Temporary Public Art Project promotes the visibility and vitality of Livermore's cultural arts by creating a new and original public artwork, symbolizing the thriving nature of arts in Livermore. It, being a public artwork, is accessible to all members of Livermore's pubic and to visitors to the City. Partnering with CAP, the Altamont wind farm, Quest, local businesses and services this projects strengthens arts and culture, heritage communities and the community of Livermore and the Tri-Valley. The project, being educational, encourages students and educators to become involved with a Livermore Cultural Arts project.

Strand 3: Leverage the innate ability of arts engagement to create a sense of community and life-long learning by supporting a diverse range of publicly accessible opportunities for all residents, businesses and visitors to participate, with a special focus on youth.

With it's specific focus on educating the community about local wind turbines, as well as demonstrating the power of art to bring the community together in an interactive way, the Wind Power Temporary Public Art Project strongly addresses strand 3 of the artsAlive! Master Plan.

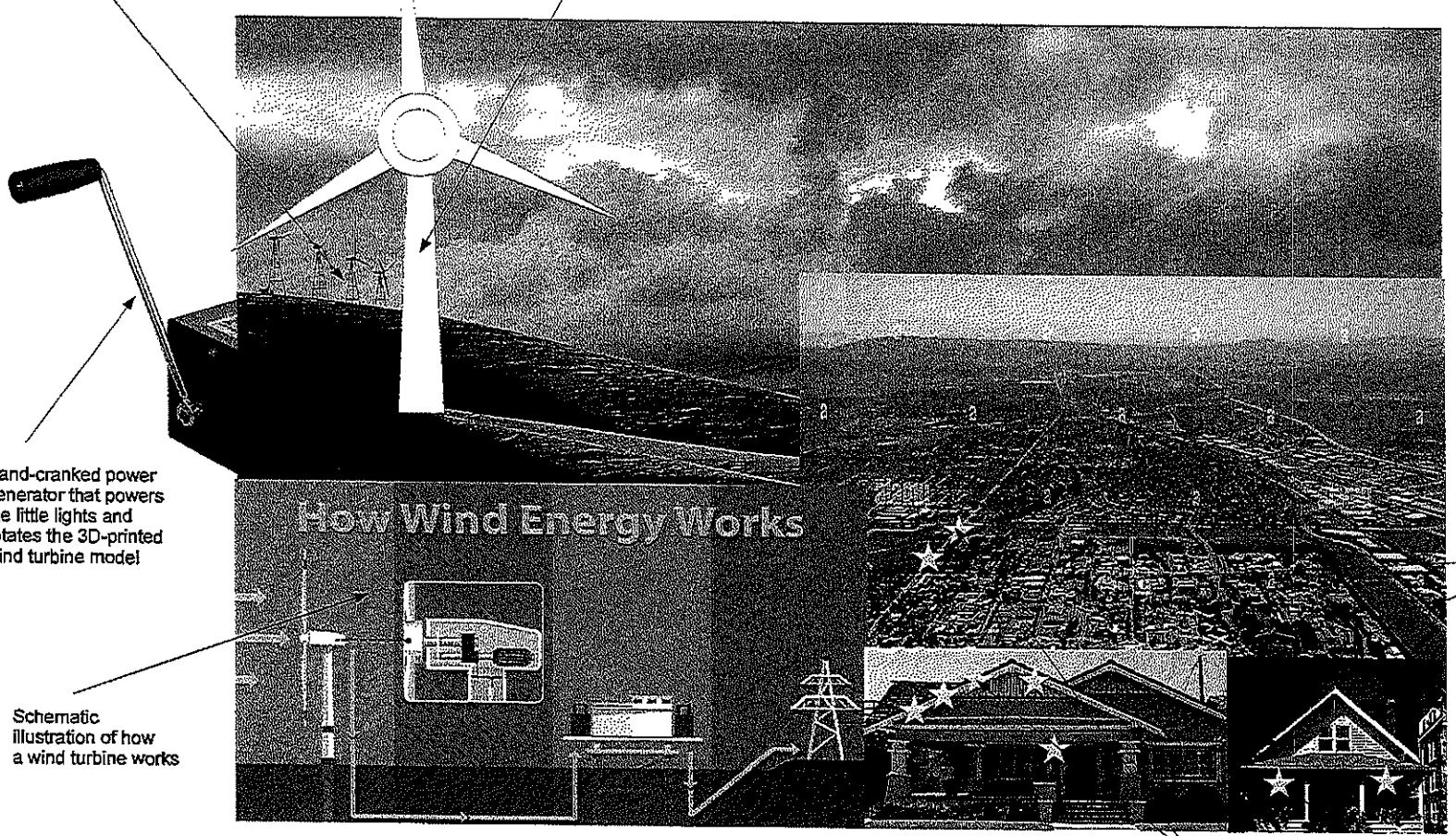
EXHIBIT A

Strand 4: Provide long-term, sustainable resources that enable the City to support the arts and culture community as a resource for all residents, visitors and businesses.

Although the Wind Power Public Art Project is a temporary art structure, the message and educational information it brings to the public hopes to have a lasting effect on public awareness of environmental efforts. The demonstration that art is a powerful means of communication, especially with it's interactive element, will hopefully encourage further public art to be created as a means of communication, community as well as beautification of the city of Livermore. In addition, this project hopes to encourage continuing financial support to the arts and to arts education from local businesses and the public of Livermore and the wider Tri-Valley area.

5.

- Anne Giancola – lead artist
- Thomasin Dewhurst – assistant artist
- Altamont wind farm – informational resource (in-kind contribution)
- Vaughn Dragoo – Quest Science center member for engineering assistance (in-kind contribution)
- Don Sweeney - Quest Science center member for engineering assistance (in-kind contribution)
- Matt Finders – carpentry and construction help (in-kind contribution)
- Youth artists from Bothwell Arts center, Thomasin Dewhurst Fine Art and Livermore schools (in-kind contribution)



Painted 3 x 6' plywood board with images of the Altamont wind farm hills and wind turbines

3D-printed wind turbine that rotates by turning the handle on the hand-cranked power generator

Hand-cranked power generator that powers the little lights and rotates the 3D-printed wind turbine model

Schematic illustration of how a wind turbine works

Aerial view of Livermore and close up of a Livermore street to show examples of how electricity created by wind power can be used

Little electric lights powered by the hand-cranked power generator representing how wind power creates electricity

This is a schematic diagram illustrating the various aspects of the artwork. The actual artwork will not look like this. It will have a different diagram of the wind turbines working, and a smaller, more close-up image of Livermore, for example.

EXHIBIT A

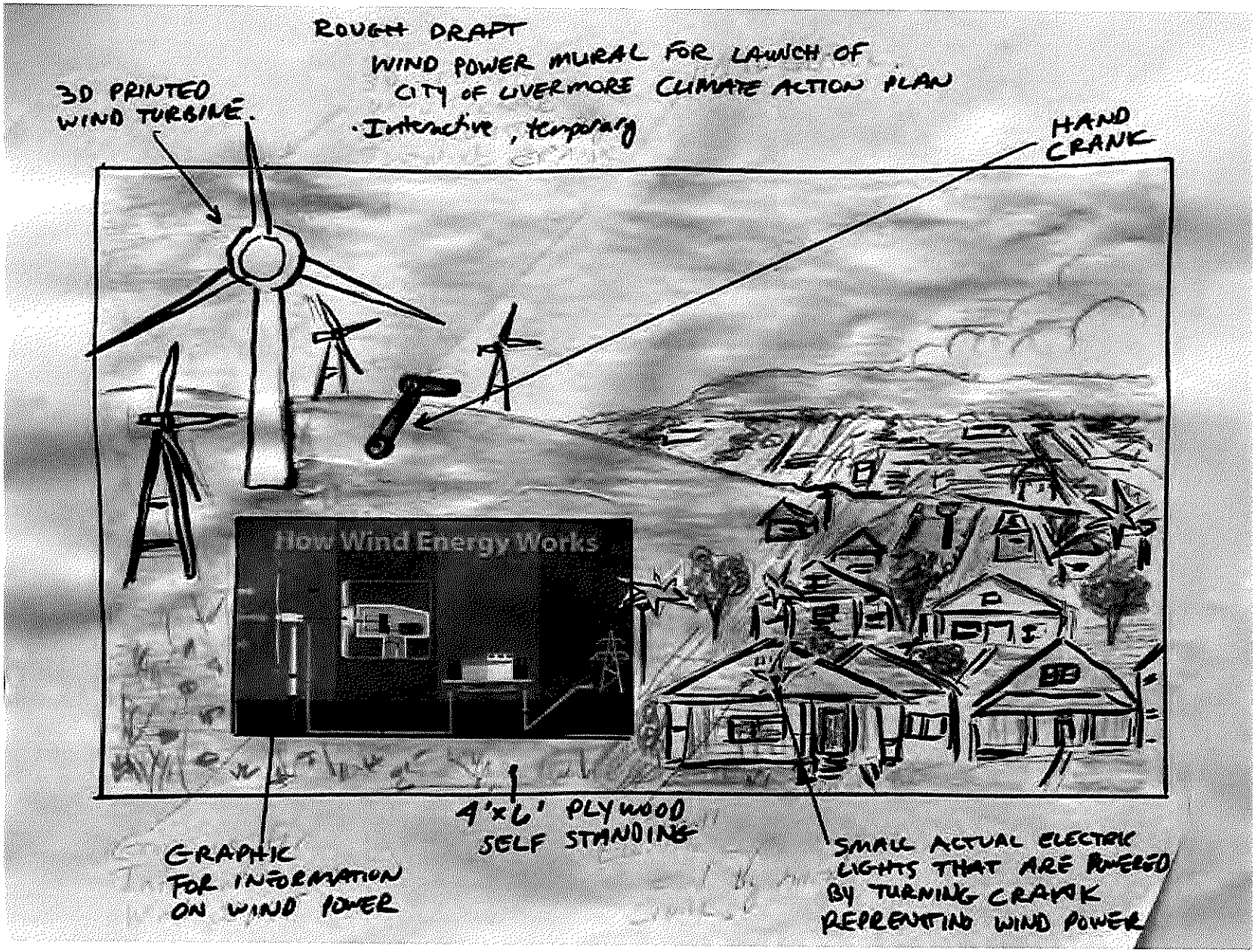

ROUGH DRAFT
WIND POWER MURAL FOR LAUNCH OF
CITY OF LIVERMORE CLIMATE ACTION PLAN
·Interactive, temporary
3D PRINTED
WIND TURBINE.
HAND
CRANK
How Wind Energy Works
GRAPHIC
FOR INFORMATION
ON WIND POWER
4'x6' PLYWOOD
SELF STANDING
SMALL ACTUAL ELECTRIC
LIGHTS THAT ARE POWERED
BY TURNING CRANK
REPRESENTING WIND POWER

EXHIBIT A

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$	
Tuition/Workshop fees	$	
Other:	$	
Subtotal: Earned Revenue	$	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$1000	$1000	$
Grants *(Foundations/Government other than City)*	$1500	$	$1500
City of Livermore *(other than this grant request)*	$	$	$
Other:	$	$	$
Subtotal: Contributed Income	$2500	$1000	$1500

Project & Program Grant Amount Requested	$5000
Total Project Support (Revenue + Income + Grant)	$7500

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$4000	
Production	$2500	
Administrative	$500	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	$7000	

General	Amount	Notes
Venue Rental	$500	
Materials and Supplies	$1500	
Marketing and Promotion	$250	
Transportation	$250	
Insurance	$500	
Other: *(describe in Notes)*	$	
Subtotal: General	$3000	

Total Project Expenses (Personnel + General)	$10 000
Project Surplus (Loss) *(Total Support minus Total Expense)*	$2500

If Project Net is a negative value, explain in the Budget Notes how it will be covered

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Construction labor & services	Quest engineers/ scientists. Woodworking.	$ 2500
Personal funds	Artists personal fund contributions	$ 1000
Grant (not from City of Livermore)	Pending application for wind-power organization grant	$ 1500
		$
		$
		$

Requested Grant Amount: $ 5000

Cash Match Amount: $ 2500

In-kind Match Amount: $ 2500

EXHIBIT A

ANNE GIANCOLA

[redacted]

[redacted] anne-giancola.art

Summary of Qualifications
Communications and art expert with a rich history of bridging community and culture. Exemplary background in utilizing imagination and talent, taking projects from concept to completion.

Professional Experience
Visual Arts and Education Manager, *2014-present*
Livermore Valley Arts, Livermore, CA

- Curate art exhibitions at the Bankhead Theater Gallery, crossing diverse multiple disciplines of the arts to create vibrant contemporary art exhibits.
  Developed and produced all aspects of the visual arts operations including art camps, art sales, exhibit opportunities, and receptions.
- Manage all aspects of a vibrant non-profit arts center (Bothwell Arts Center, a part of LVPAC) incorporating visual arts, dance, music and theater.
- Produce ArtWalk Livermore, a highly successful art festival.
- Design and produce collateral materials such as brochures, signage, event logos, exhibit and event postcards, social media notices, website design and website updating.
- Collaboration with multiple community cultural groups.
- Develop and implement program budgets
- Negotiated agreements for art classes and art studio spaces

Studio Director and co-Founder Rollstone Studios, Fitchburg, MA 2008 – 2013

- Managed all communications including website, social media initiatives, e-mail marketing, advertising, press releases, print media, liaison with community organizations.
- Plan and implement all events and exhibitions.
- Resource development and grant writing for project and operational support.
- Working relationship with government agencies, cultural arts groups, and the public.

ArtWorks Owner/Artist 1994 — present.
A creative business for commercial and residential design services.

- Design and production of murals, illustration, art commissions and art classes

Software Skills
Software skills include Mac-based Adobe Creative Suite: Photoshop, InDesign, Illustrator; MS Office Suite; Squarespace, Word Press, Google Analytics

Instructor/Presenter and Community Involvement

- 2022 recipient of the Alameda County Arts Leadership Award
- Civic Arts Commissioner, City of Pleasanton
- Professional presentations to business and arts groups
- Board Member, Pleasanton Cultural Arts Council
- Panelist, Berkeley Civic Arts Grants Commission
- Member, Women's Caucus for Arts, national organization

Education
M.S. Applied Communications, Fitchburg State University, 2013, Graduate Student of the Year
B.A. History, U.C. Santa Barbara, Honors

EXHIBIT A

Thomasin Dewhurst
Resume/Curriculum Vitae

EDUCATION
1997 - 1999 University of the Witwatersrand, South Africa M.A.F.A by research (cum laude)
1991 - 1994 Rhodes University, South Africa B.A.F.A (with distinction)

CREATED/CURATED EXHIBITIONS and PUBLIC ARTWORKS
2022 "L Street Mural" featuring astronauts Leroy Chiao, Ellen Ochoa, Jeff Wisoff, Tamara Jernigan and Jose Hernandez , Livermore CA
2022 "Light Work / Shadow Play" project, Dublin, California DUBLIN HERITAGE AND CULTURAL ARTS COMMISSION
2022 "Conversation Pieces" project, Pleasanton, California PLEASANTON CIVIC ARTS COMMISSION
2021 "Conversation Pieces" project, Livermore, California - Group Youth Exhibit with Pedrozzi Young Scholars, QUEST Science Center, JazzLabb/Element 116, Tri-Valley Writers Club, 4H, and Thomasin Dewhurst Fine Art LIVERMORE COMMISSION FOR THE ARTS
Exhibtion locations for the Livermore CP project:
- Bankhead Plaza, Livermore, CA (2021)
- Marylin Avenue Elementary School, Livemore, CA (2021)
- Tri-Valley Innovation Fair hosted by QUEST Science Center, Pleasanton, CA (2022)
- Livermore Public Library (2022)

2021 PIANO IN THE PLAZA Thomasin Dewhurst and Student Art project Persimmon Place, Dublin CA
2020 Big Bay Ray Youth Community project mural

PUBLIC AWARDS AND GRANTS
2022 DUBLIN HERITAGE AND CULTURAL ARTS COMMISSION 40th Anniversary Public Lawn Art project "Light Work / Shadow Play"
2022 DELTA KAPPA GAMMA Public Service Award for being an outstanding volunteer serving youth in the community
2022 PLEASANTON CIVIC ARTS COMMISSION grant for Pleasanton Conversation Pieces project
2022 ROTARIAN FOUNDATION OF LIVERMORE grant for the Marylin Avenue Elementary School Little Free Library Art project
2022 WENTE FOUNDATION FOR ARTS EDUCATION grant for Marylin Avenue Elementary School Little Free Library Art project
2022 WENTE FOUNDATION FOR ARTS EDUCATION grant for the Conversation Pieces (Livermore) project
2022 WENTE FOUNDATION FOR ARTS EDUCATION scholarship grants for TDFA art history students
2021 PEDROZZI FOUNDATION grant for the Conversation Pieces (Livermore) project
2021 LIVERMORE COMMISSION FOR THE ARTS mini-grant for the Conversation Pieces (Livermore) project
2009 Above & Beyond Award for outstanding contribution to Art, Music & Performing Arts Enrichment in Livermore school district, California

SELECTED ART AND ACADEMIC ACHIEVEMENTS
Honorary Mention (2009 Lark Gallery juried show)
Merit Award Winner (2008 ArtKudos International Juried Show)
Winner in the Manhattan Arts International "Her Story 2007" juried exhibition
Finalist (2006 23rd annual Artist's Magazine Competition, Portrait/Figure category)
Placed (2006 National Art Show "REALISM" Guests Gallery, U.S.A.)
Winning finalist (Abstract EXPOsure Juried Show, Seattle, WA, U.S.A.)
Honourable Mention (N. Kitsap Arts & Crafts Juried Show, WA., U.S.A.)
Exchange Visitor Programme Award in Arts (C.S.I.R., New York, U.S.A.)
Postgraduate Merit Scholarship (University of the Witwatersrand) x 2
Kempton Park/Tembisa Fine Art Award (Johannesburg)
Postgraduate Merit Award (University of the Witwatersrand) x 3
Postgraduate Scholarship (merit) (Centre for Scientific Development)
Postgraduate Merit Scholarship (offered by Rhodes University)
Rowney Prize (Best Fourth-Year Painting Student) (Rhodes University)

EXHIBIT A

Half Colours (academic) (Rhodes University)
Tuition Scholarship (double first-class pass 1993) (Rhodes University)
Award Best Second-Year Painting Student (Rhodes University)
Award Best First-Year Painting Student (Rhodes University)
Award Best First-Year Student (Rhodes University)
Award Most Promising First-Year Fine Art Student (Rhodes University)
Award Most Outstanding Art Pupil (Matric, Mondeor High School)
Award Outstanding Art Pupil (Standard 9, Mondeor High School)

RECENT GROUP EXHIBITIONS
2022 "Double Take" Bankhead Theater, CA
2021 Manifest Gallery, Cincinnati, Ohio
2017 "SPACE", Manifest Gallery, Cincinnati, Ohio
2016 "Raw/Cooked", Bankhead Theatre, CA
2015 "international painting annual 4 exhibition-in-print" Manifest Gallery, Cincinnati, Ohio
2013 "Group Show" Figurehead Gallery, CA
2012 "Figures and Faces" Figurehead Gallery, CA
2011 Third Prize, MC Portrait Competition 2011, UK
2011 Various publications, Manifest Gallery, Cincinnati, Ohio

SOLO & TWO-PERSON EXHIBITIONS
2011 "The Emergent Body: Paintings and Drawings by Thomasin Dewhurst", Manifest Gallery, Cincinnati, Ohio
2009 "Tactility: denial and desire" with Cobus Haupt, iArt Gallery, South Africa
2000 Exhibition of oil paintings, watercolours and sculptures, The Bill Ainslie Gallery, South Africa
1999 Masters Exhibition, Gertrude Posel Gallery, South Africa
1992 - 1988 Exhibition of Paintings and drawings, University of the Witwatersrand, South Africa

TEACHING & INSTRUCTION
2009 to present: Art and Art History Instructor, CA Thomasin Dewhurst Fine Art, LVPAC, LARPD, OSLS, Croce Elementary School; piano instructor
2012 Judge for Reflections Art Contest, Hearst Elementary School, Pleasanton, CA
2009 2010 2011 Art, Music, Theatrical Arts Enrichment Instructor, Pre- and Elementary school level, USA
1998 1999 Art Instructor, Parktown College, Johannesburg, South Africa
1998 Sandton Civic Gallery, Exhibition Guide, Gauteng, South Africa
1997 1999 University of the Witwatersrand Bursary work Teaching Assistant, South Africa
1996 Art Demonstrator, Mondeor High School, Johannesburg, South Africa

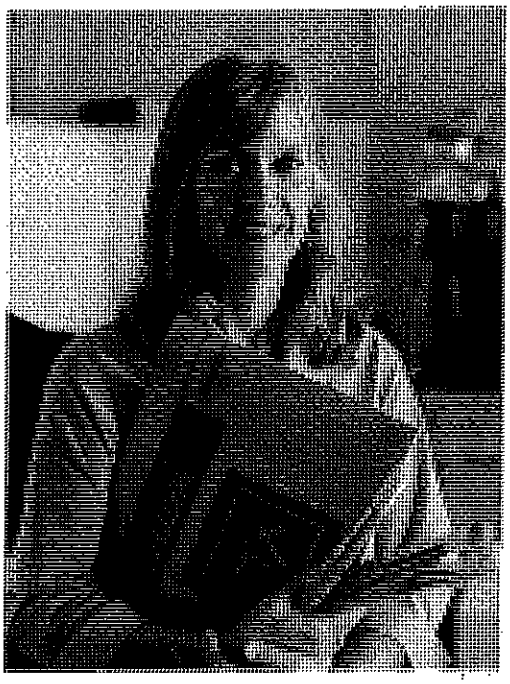
EXHIBIT A

Links to articles written about Anne Giancola

FEATURED

Visual Arts Thrive at Livermore's Bothwell Arts Center

By Heidi McMichael Oct 10, 2019 Updated Oct 11, 2019



https://www.independentnews.com/culture/visual-arts-thrive-at-livermore-s-bothwell-arts-center/article_072007dc-eae7-11e9-8257-f33ed5a1fd7c.html

Photos - Doug Jorgensen

Tri-Valley Artist Studio Tour to Feature Local Artists

Oct 16, 2021



https://www.independentnews.com/culture/tri-valley-artist-studio-tour-to-feature-local-artists/article_d7edc6c2-2e94-11ec-8135-53a9d9b557fe.html

Listen to this article now

Powered by Trinity Audio

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The creative brainchild of Anne Giancola, president of Alliance for the Visual Arts, and Livermore artist Dennis Baker, the Tri-Valley Artist Studio Tour (TVAST) will become a reality in the fall.

EXHIBIT A

Links to articles written about Thomasin Dewhurst

Livermore Teacher Thomasin Dewhurst: The Heart of Art

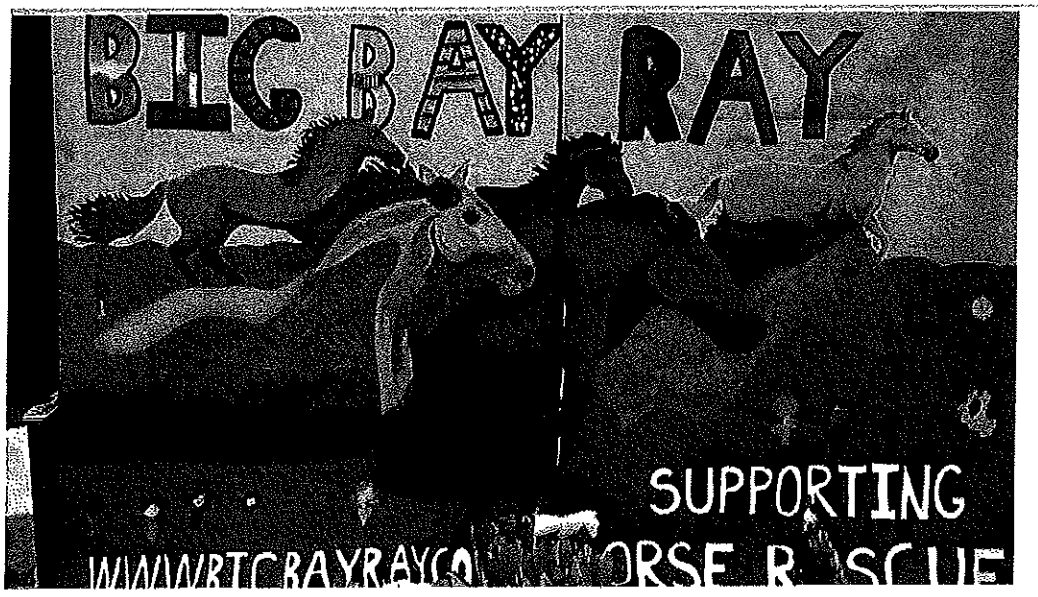
By Heidi McMichael Sep 5, 2019 Updated Sep 5, 2019



https://www.independentnews.com/news/livermore_news/livermore-teacher-thomasin-dewhurst-the-heart-of-art/article_f6aea054-cf64-11e9-8a57-ef0cc7ee3dd7.html

Horse Rescue Organization Creates Mural for Artwalk

Oct 7, 2020 Updated Oct 7, 2020



https://www.independentnews.com/news/livermore_news/horse-rescue-organization-creates-mural-for-artwalk/article_a173b35a-0914-11eb-8606-27a6362b2dab.html

EXHIBIT A

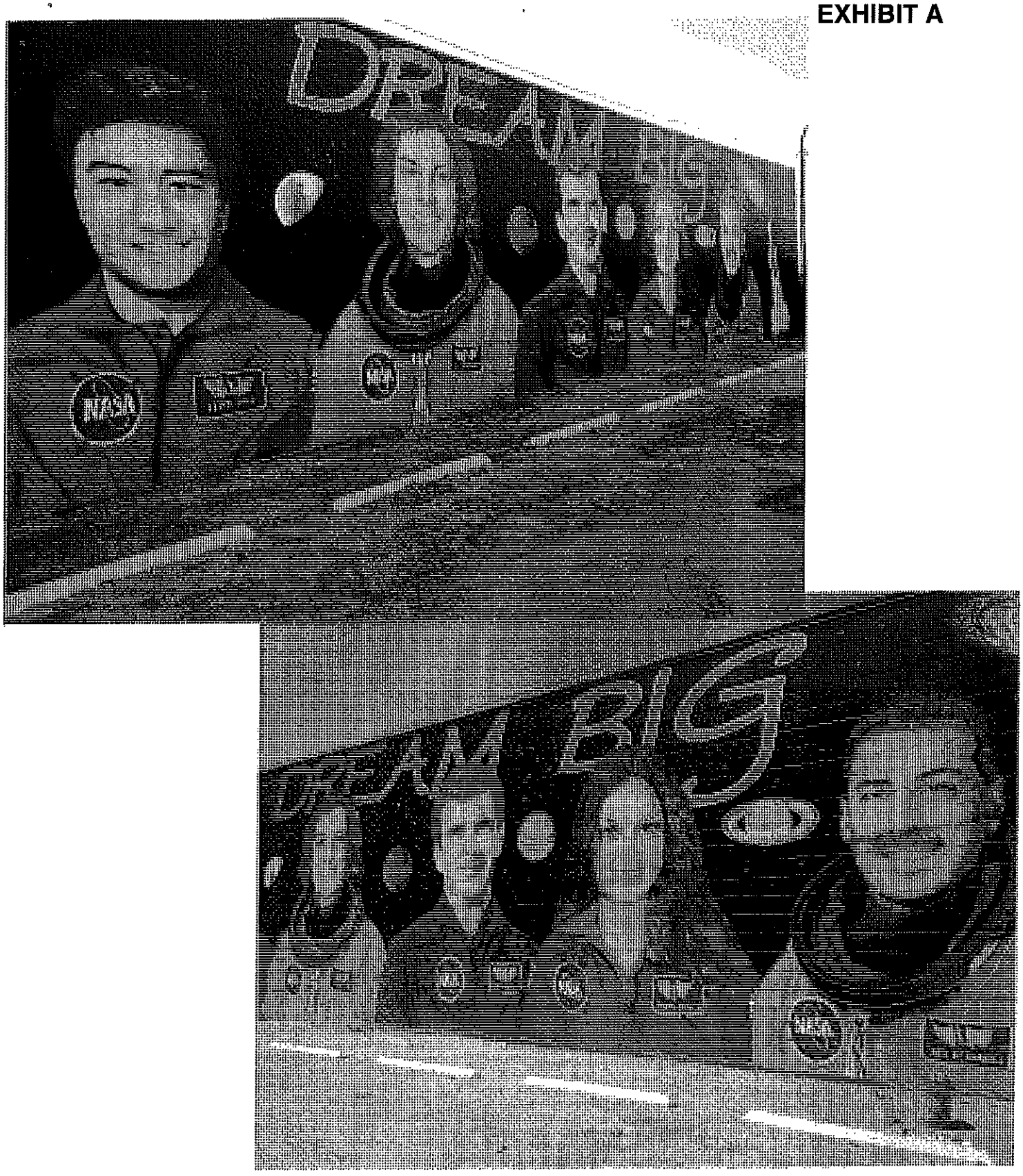






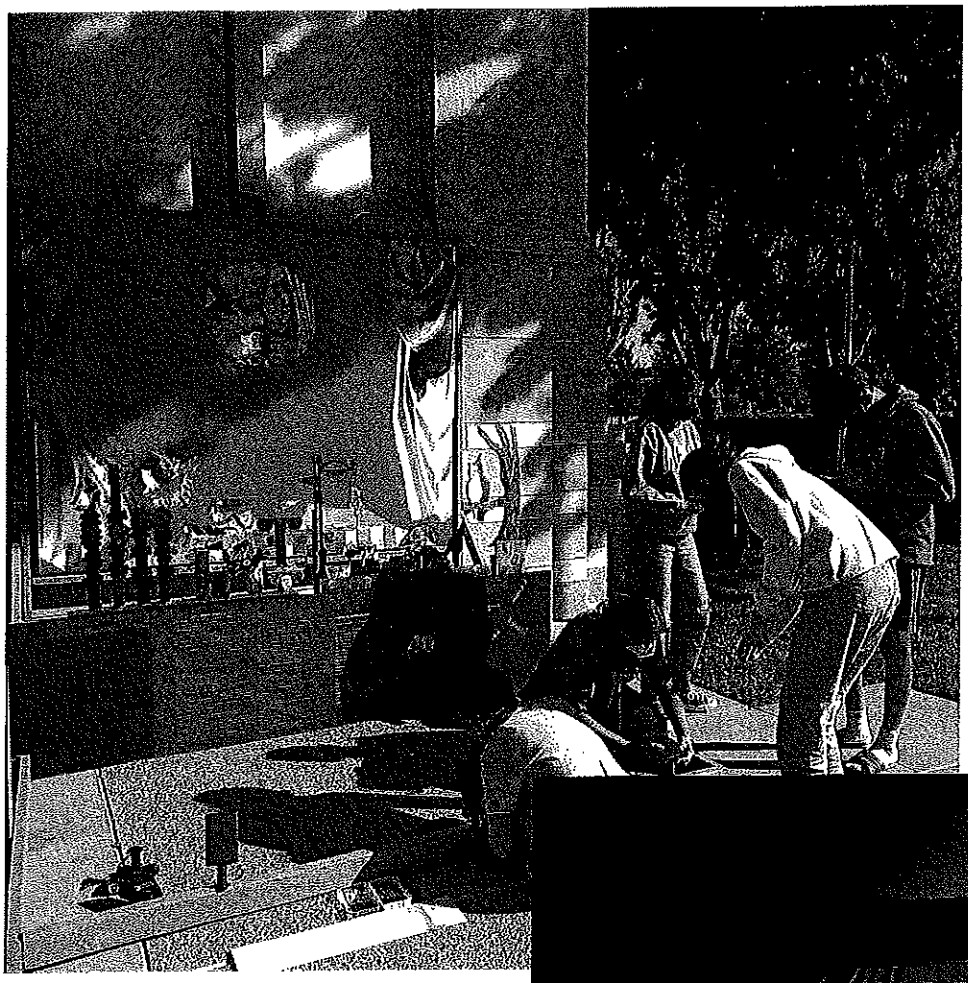
Images from the Livermore Conversation Pieces banner project opening on the Bankhead Plaza

EXHIBIT A



Images from the L Street Astronaut mural (*Anne Giancola, Thomasin Dewhurst and two other artists*)

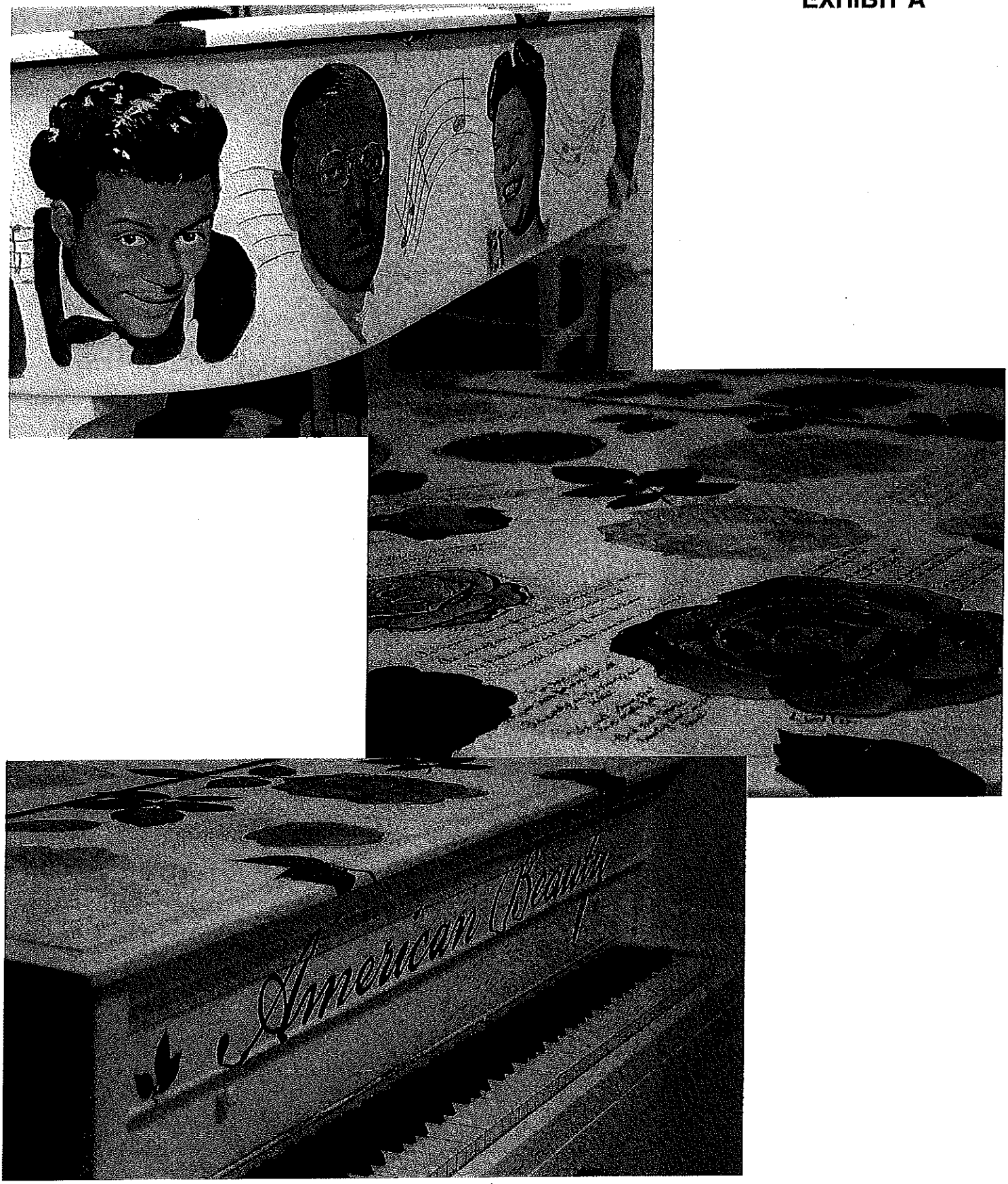
EXHIBIT A





Images from the Dublin 40th Anniversary art project (*Thomasin Dewhurst and youth artists*)

EXHIBIT A



Images from the Dublin Piano in the Plaza project at Persimmon Place (*Anne Giancola and Thomasin Dewhurst with many youth artists*)

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,

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.

AGREEMENT BETWEEN CITY OF LIVERMORE AND EAST BAY HOLOCAUST EDUCATION CENTER INC. FOR FISCAL YEAR 2022-23 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2022, between the City of Livermore, a municipal corporation ("City"), and East Bay Holocaust Education Center Inc., a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to support "Violins of Hope" presented by East Bay Holocaust Education Center Inc. (EBHEC) ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities

eligible under the Project and Program Grant Program: EBHEC will bring 1) "Violins of Hope" two weeks of free exhibits at the Bankhead Theater from January 30, 2023 to February 12, 2023. 2) provide free short educational assembly-style concerts at all nine middle schools and high schools in the Livermore school district on January 31, February 1 and February 2, 2023. 3) sponsor three for-pay educational concerts at he Bankhead Theater performed by Livermore-Amador Symphony on February 5 - 7, 2023.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* Grant funds will be used for costs of the school program and exhibit which includes professional musicians, Violins of Hope rental, transportation, insurance, hotel, educator fees, venue for exhibit, marketing, advertising, printing, and mailing. ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in

advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. 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:

City: City of Livermore
Attn: Brandon Cardwell, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: East Bay Holocaust Education Center Inc.
Attn: Lawrence Lagin
PO Box 12136
Pleasanton, CA 94588

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state and local laws, statutes, rules and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross

negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract 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 Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

c. Quarterly and annual revenue and expense reports for Activities

funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

East Bay Holocaust Education Center Inc.
a California non-profit corporation
"Grantee"

By: Lawrence J. Lagin **Dated:** **October 24, 2022**

PRINT NAME _Lawrence J. Lagin_

TITLE:_President_

CITY OF LIVERMORE
a Municipal Corporation
"City"

By:_____ **Dated:**_____
Brandon Cardwell
Innovation and Economic Development Director

APPROVED AS TO FORM:

_____
ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

EXHIBIT B

EXHIBIT A

EAST BAY HOLOCAUST EDUCATION CENTER

June 30, 2022

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 S. Livermore Avenue
Livermore, CA 94550

Attached please find an application for a City of Livermore Project & Program Grant for "Violins of Hope East Bay" in January-February 2023, sponsored by East Bay Holocaust Education Center.

We are specifically requesting a $10,000 grant to help support our free Schools and Exhibits program.

A grant from the City to help support this amazing educational project which supports the arts, educational organizations and the community would be greatly appreciated.

Thank you for your consideration!

Sincerely,

Lawrence J. Lagin

Larry Lagin
President, EBHEC
larrylagin@ebhec.org
[redacted]

LIVERMORE
CALIFORNIA

Project & Program Grant

City of Livermore
Office of Innovation & Economic Development
Commission for the Arts

Application Form, Instructions, and Checklist

Applications are due on March 1 and September 1 each year

Completed grant applications must be:

- Delivered (in person or by commercial service such as FedEx, UPS, etc.) to the Office of Innovation & Economic Development c/o Commission for the Arts by 5 p.m. on March 1 and September 1, or
- Sent First Class or Priority Mail by the US Postal Service to be received at the City no later than March 1 and September 1.

Send or deliver applications to:

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 S. Livermore Avenue
Livermore, CA 94550

This packet contains the Application Checklist and instructions for completing the application.

Applicant Name: Lawrence Lagin

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☒ 1. Application Checklist (this page).
- ☒ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☒ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☒ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☒ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☒ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☒ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☒ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☒ 9. Resumes/biographies of key project individuals, generally one page each.
- ☒ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☒ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☒ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Lawrence J. Lagin

Authorized Officer's Signature

06/30/22

Date

Lawrence J. Lagin

Print Name of Officer signing this form

President

Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

22-0061 JLH/KGW

Project & Program Grant

Application Form - Project & Program Grants

Submission Date___6/30/22_____:Amount of Grant Request: $ ___$10,000_____ Total Project Budget: $ 210,000

Applicant/Organization: East Bay Holocaust Education Center

Applicant/Organization's Address: PO Box 12136, Pleasanton, CA 94588

Applicant/Organization's Web site: www.ebhec.org

Preparer's Name and Title: Lawrence J. Lagin, President

Preparer's Phone: [redacted]

Address (for formal notification):

PO Box 12136, Pleasanton, CA 94588

Preparer's E-mail: larrylagin@ebhec.org

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Holocaust Education, Music, Theatre, Exhibits, Visual Arts, Film, World History

Briefly describe the project or program for which support is requested:

The East Bay Bay Holocaust Education Center (EBHEC) will be bringing the "Violins of Hope" to Livermore for two weeks of free exhibits at the Bankhead Theatre from Jan. 30, 2023 to Feb. 12, 2023. We will also be bringing professional musicians and educators to all 30 middle and high schools in Livermore, Pleasanton, Dublin, San Ramon and Danville for free short educational, assembly-type concerts in the daytime. We will also be sponsoring 3 for-pay education concerts at the Bankhead Theater performed by Livermore-Amador Symphony conducted by Lara Webber featuring Avshi Weinstein, co-founder of Violins of Hope, violin soloist Lindsay Deutsch and cellist Peter Bedrossian on Feb. 5-7, 2023.

Check out our website at www.ebhec.org/violins.

Number of people intended to reach: Audience: Participants:

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

[1] Audience: 15,000 students/teachers - school concerts

(30 assembly concerts * 500 students/teachers)

2,500 community members - free exhibits

1,500 community members – concerts

[2] Participants:

75 LAS concert musicians

10 School concert musicians

15 LVPAC staff

20 VOH committee members

30 community volunteers

Date project or program is scheduled to begin: January 30, 2023

Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: February 13, 2023

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 65,000	3 concerts*505 seats*(75% tickets sold)*$57.20 average ticket price
Tuition/Workshop fees	$ 0.00	
Other:	$ 0.00	
Subtotal: Earned Revenue	$ 65,000	[3] 86,666 (100% ticket sales) Would need less Contributed Income

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)* Sponsors	$ 80,000	$ 60,500	$19,500
Grants *(Foundations/Government other than City)*	$ 50,000	$ 28,500	$ 21,500
City of Livermore *(other than this grant request)*	$	$	$
Other: Individual Donations	$5,000	$ 1,000	$4,000
Subtotal: Contributed Income	$ 135,000 [3]	$ 90,000	$ 45,000

Project & Program Grant Amount Requested	$ 10,000
Total Project Support (Revenue + Income + Grant)	$210,000

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$31,000	Concert soloists ($12,500), School musicians ($18,500)
Production	$12,500	LVPAC Staff ($7,500), Stage Prod. ($2,500), Security ($2,500)
Administrative	$ 0	See In-Kind Matching Funds
Other: *(describe in Notes)*	$ 30,000	VOH Rental Fee ($30,000)
Subtotal: Personnel	$73,500	

General	**Amount**	**Notes**
Venue Rental	$15,000	LVPAC ($15,000)
Materials and Supplies	$ 21,500	LVPAC ($2,500), Exhibit Displays ($7,500), Display Cases ($5,000), Banners/Signs ($3,500),Pamphlets ($3,000)
Marketing and Promotion	$ 40,000	Website ($5,000), Graphics ($5,000), Marketing ($20,000), Printing & Mailings ($10,000)
Transportation	$15,500	VOH Instruments Shipping (7,500), Musicians ($1,500), VOH RT Israel Airfare ($6,500)
Insurance	$2,500	Liability ($1,000), Instruments ($1500)
Other: *(describe in Notes)*	$ 35,750	LVPAC Ticket Fees (22,000), Royalty Fees ($5,000), VOH Hotel & Meals ($3,750), Instrument Pickup ($5,000)
Subtotal: General	$ 130,250	

Total Project Expenses (Personnel + General)	$203,750
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ 6,250

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,

2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
EBHEC	Corporate Sponsor (Cash)	$ 10,000
Chabad Tri-Valley	Corporate Sponsor (Cash)	$ 10,000
EBHEC	Administrative Services (In-Kind)	$ 5,000
EBHEC	Exhibit Materials (In-Kind)	$ 10,000
LAS	Musicians (Volunteers In-Kind)	$ 15,000
VOH EB Committees	Project management and programming	

	Services (Volunteers In-Kind)	$ 100,000

Requested Grant Amount: $____10,000_____ Cash Match Amount: $__20,000____In-kind Match Amount $_120,000_

1. **State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission.**

The mission of the East Bay Holocaust Education Center (EBHEC) is to create a comprehensive resource center in the San Francisco East Bay area to educate people of all faiths about the Holocaust and honor its victims. We also wish to promote a spirit of universal tolerance and peace, using the lessons of the Holocaust to serve as a reminder that genocide can happen at any time, at any place. We are committed to preserving the memory of this horrific event by providing educational programs, many of them arts-related, for residents of the San Francisco East Bay region.

Founded on January 8, 2021, as a 501(c)(3) non-profit charitable corporation in Pleasanton, California, EBHEC provided over a dozen Holocaust educational programs in its first year of operation, many of them free to the public. These included:

- free teacher online training for high school World History teachers
- free online Holocaust art and multi-media exhibit for high school students
- free Holocaust-based art and writing contest with prizes and exhibit for students
- two (2) free Holocaust talks
- live staged and streamed reading of the Holocaust play "Kindertransport" in partnership with Livermore's Shakespeare Performing Arts Regional Center
- two (2) free online student-friendly Holocaust-based films in partnership with the East Bay Jewish International Film Festival (EBJIFF)
- virtual adult reading group titled "Read to Remember"
- two (2) adult Holocaust ed courses in partnership with Chabad of TriValley

During 2022, EBHEC sponsored:

- free live-screenings at the Vine Cinema of Holocaust films (one student-friendly and another adult-only) in partnership with EBIJFF in March 2022
- free touring Holocaust art and multimedia exhibit for the public at the Harrington Gallery in Pleasanton in April-May 2022
- live free Holocaust talk and book signing at the Firehouse Theatre in Pleasanton
- free touring Holocaust art and multimedia exhibit for the public at the Alcosta Senior and Community Center in San Ramon in June 2022
- free teacher curriculum development sessions in San Ramon in June 2022
- second annual online student art and writing contest in 2022
- continuation of "Read to Remember" virtual reading group program

To learn more about EBHEC and its programs, check out our website at www.ebhec.org.

2. **Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.**

EBHEC is honored to be bringing the "Violins of Hope" to Livermore for at least two weeks of free exhibits at the Bankhead Theatre from Jan. 30, 2023 to Feb. 12, 2023. "Violins of Hope" is a collection of restored violins that were played by Jewish musicians during the Holocaust. These instruments have survived concentration camps, ghettos, pogroms and many long journeys to tell remarkable stories of injustice, suffering, resilience and survival. The collection was assembled and restored by Israeli master violin maker Amnon Weinstein.

Besides the free exhibits open to the public at the Bankhead, EBHEC will also be bringing professional musicians to all 30 middle and high schools in Livermore, Pleasanton, Dublin, San Ramon and Danville for free educational, assembly-type concerts in the daytime. We will also be sponsoring 3 for-pay educational concerts at the Bankhead Theater performed by Livermore-Amador Symphony (LAS) on Feb. 5-7, 2023.

Our plans are to stage assembly-type concerts at all 9 middle schools and high schools in the Livermore school district on January 31, February 1 and February 2, 2023. The educational concerts will be performed by a Jewish Klezmer group Veretski Pass led by violinist Cookie Segelstein using Violins of Hope instruments, accompanied by musician Joshua Horowitz with stories provided by Violins of Hope co-founder Avshi Weinstein. We will also be visiting all the other secondary schools in the Tri-Valley. A free teacher's guide will be made available for teachers to supplement their student's Holocaust education. Note: Our primary contacts with the Livermore school district office are Shari Johnson and Assistant Superintendent Melissa Thiede. For more information about our school tours, see www.ebhec.org/violins-schools.

The free exhibit at the Bankhead exhibit will include information about the Violins of Hope project, its founders and a collection of the restored instruments along with stories of each violin. It will also include information about how music provided hope for Jewish musicians and occupants of ghettos and concentration camps during the Holocaust. It will also include information about orchestras that were formed in many ghettos and concentration camps consisting of Jewish musicians. Several TV monitors will display videos about the Violins of Hope and about personal experiences by Jewish musicians in camps and ghettos.

An introductory exhibit including paintings by a local artist based on actual photographs from the Holocaust as well as introductory videos from the US Holocaust Memorial Museum in Washington, D.C. and video clips of eyewitness testimonies from Holocaust survivors from the USC Shoah Foundation in LA will also be displayed. Winning art and writing contest entries by East Bay middle and high school students will also be on display. For more information about our exhibits, see www.ebhec.org/violins-exhibit..

Based on budgets from similar previous tours, we estimate that the program will cost approximately $211,000. Ticket sales will generate income of approximately $65,000 (75% capacity)-$83,000 (full capacity). We are seeking at least $145,000 from sponsors,

grants and donations. We already have $96,000 for towards our goal, after initiating our fundraising campaign two months ago. Any net income will go to supporting future educational programs and our resource center in Pleasanton. In-kind services provided by EBHEC total $115,000 including $15,000 for administrative services, $10,000 of Exhibit materials and $100,000 in project management and program services. Livermore-Amador Symphony will be providing at least $15,000 of in-kind musician services.

We have already assembled an excellent team to manage this project. The project will be run by Larry Lagin, President of EBHEC, who is a retired LLNL Project manager, who has managed teams of 200-300 people with annual budgets up to $50M-$140M. Assisting Larry Lagin as Co-Chairs will be Peg Folta, Retired LLNL Manager and Rabbi Raleigh Resnick, EBHEC Vice President and Spiritual Leader of Chabad of Tri-Valley.

EBHEC has recruited over 20 volunteers to help manage and implement the Violins of Hope East Bay project. Committee teams have been formed to run the Exhibits (led by Anne Giancola, LVPAC Visual Arts Manager), Concerts (led by Rabbi Raleigh Resnick, EBHEC VP, Lara Webber, LAS Conductor and School Programs (led by Larry Lagin and Cookie Segelstein). Cookie Segelstein, a well-known Bay area violinist and educator, runs a Klezmer orchestra Veretski Pass and was responsible for managing and performing the school programs for the first Violins of Hope SF Bay area tour in early 2020.

Of course, the success of this project greatly depends on our Marketing and Fundraising Committee, which will be led by Eileen Vergino, EBHEC Treasurer, and former LLNL manager. Others who have agreed to participate on this committee include several Livermore community leaders including Gina Bonanno and Peg Folta, Livermore residents Lori Sousa, Terry Land, Lisa Belk and Simon Cohen and Riva Gambert, EBHEC Secretary. We have already a sponsor package and launched our fundraising campaign in March. To date, we have over $90,000 in pledges and on-hand through sponsorships, grants and donations. A copy of our sponsor package is also included in our application.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

The requested grant will be used to partially pay for costs for our school program and exhibit. Expenses for the school program are estimated to cost a total of $55,000 ($18,000 of which is for the Livermore schools). This includes $18,500 for professional musicians and fees, $15,000 for prorated Violins of Hope rental, transportation, insurance, hotel and educator fees, $15,000 for prorated portion of marketing, advertising, printing and mailing and $6,500 other fees. Expenses for the exhibit are estimated to cost a total of $62,000. This includes $7,500 prorated costs for venue, $22,000 for exhibit display materials and cases, $2,500 security, $15,000 for prorated Violins of Hope rental, transportation, insurance, hotel and educator fees, and $15,000 for prorated portion of marketing, advertising, printing and mailing.

4. **Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)**

This educational effort fosters partnerships between the arts, educational organizations and the community. More importantly, it strives to promote a spirit of tolerance of people of all faiths by teaching the lessons from the Holocaust.

East Bay Holocaust Education Center

Board of Directors (3 years)

Lawrence Lagin	President
Rabbi Raleigh Resnick	Vice President
Eileen Vergino	Treasurer
Riva Gambert	Secretary
Cheryl Cohen	Education

Advisory Board Members (2 years)

Abdul Awwal, Engineer, Lawrence Livermore National Laboratory (LLNL)
Lisa Belk, Associate Director for Business, LLNL
Gina Bonanno, Livermore City Council Person, Retired-LLNL
Dan Goldblatt, Rabbi, Congregation Beth Chaim, Danville
Peg Folta, Retired Scientist, LLNL
Nancy Davis Lewis, Partner, Kennedy LLP
Katie Marcel, Managing Director, Livermore Shakespeare Festival
Martie Muldoon, Retired Teacher, Pleasanton Unified School District
Trish Munro, Council Member, City of Livermore
Bill Nebo, Pastor Emeritus, First Presbyterian Church, Livermore
Josh Zebberman, Rabbi, Chabad of Tri-Valley, Pleasanton

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
06/05/2021
Employer ID number:
86-1722304
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 5, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053435003901

EAST BAY HOLOCAUST EDUCATION CENTER INC
C/O LAWRENCE LAGIN
[redacted]

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

22-0061 JLH/KGW

List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.

Larry Lagin, Project Manager, Co-Chair, Schools Committee Co-Lead

Peg Folta, Co-Chair

Rabbi Raleigh Resnick, Co-Chair, Concert Committee Co-Lead

Eileen Vergino, Treasurer, Fundraising/Marketing Committee Lead

Anne Giancola, Exhibits Committee Lead

Lara Webber, Concert Committee Co-Lead, Conductor

Avshi Weinstein, Violins of Hope Co-Founder

Cookie Segelstein, School Programs Lead, Violinist

Joshua Horowitz, School Programs, Accompanist

Lindsay Deutsch, Violin Soloist

Peter Bedrossian, Cello Soloist

Chris Carter, Executive Director, Livermore Valley Performing Arts

Resumes/biographies of key project individuals, generally one page each.

Larry Lagin, Project Manager, Co-Chair, Schools Committee Co-Lead, President, EBHEC

Larry Lagin is a retired scientist and project manager who worked on and helped manage two of the world's largest nuclear fusion research projects at Princeton Plasma Physics and Lawrence Livermore National Laboratory (LLNL). Larry founded a very popular science education outreach program at LLNL in 1997, which he ran at Princeton for many years. The "Science on Saturday" program has reached tens of thousands of students, teachers and family members on both coasts of the U.S. Larry has a BS in Applied Physics (Columbia), MA Physics (Stony Brook) and an MS in Computer Science (Drexel). At LLNL, Larry managed of two scientific and engineering teams with staff of 200-300 engineers and scientists and annual budgets of $50M-$100M. Since retiring in 2014, Larry completed the Post Baccalaureate certificate program in Visual Arts in 2018 from UC Berkeley, specializing in painting. As part of this program, he was required to create a large series of paintings. He then used these paintings to create a multimedia Holocaust exhibit in 2019, which he and other volunteers have been taking to high schools throughout the San Francisco Bay area. He subsequently founded the East Bay Holocaust Education in January 2021 and serves as President. Larry also serves as a Board member for Livermore's Shakespeare Performing Arts Regional Company and is an Advisory Board member for Quest Science Center. Larry and his wife live in Livermore, CA and is an active member of Congregation Beth Emek and Chabad of Tri-Valley in Pleasanton, CA.

Peg Folta, Co-Chair

Peg Folta has over 35 years of experience as a scientist and manager of scientific teams in focus areas of energy, biology and national security. Ms. Folta recently retired from Lawrence Livermore National Laboratory (LLNL) and has remained very active in her community and several non-profits. She is currently on the Advisory Boards of EBHEC and Quest Science Centers. Retired from Lawrence Livermore National Laboratory in 2019, Ms. Folta received a BS in Mathematics from Truman State University in 1981 and a MS in Applied Mathematics from University of Missouri in 1983. Prior to retiring from LLNL, Ms. Folta held several key management positions. These included being HPC4Mfg Program Director, Deputy Energy and Homeland Security Program Manager, NIF Computing Division Lead, NIF User Facility Systems Lead, Associate Department Head for Biocomputing, and Energy, Environment and Biology Computing Division Leader.

Rabbi Raleigh Resnick, Co-Chair, Concert Committee Co-Lead, Vice President, EBHEC

Born and raised in New York City, Rabbi Raleigh Resnick received his Rabbinical Ordination from the former Chief Rabbi of Israel at the Rabbinical College of America in Morristown, New Jersey and his Dayanut (Judicial Law) degree from the Sydney Beth Din. Rabbi Resnick - who has served Jewish communities in Sydney, Tokyo, and Bangkok - is the spiritual leader of Chabad of the Tri Valley. A dynamic teacher and communicator, Rabbi Resnick's charisma and wisdom combined with his musical talent, propels Chabad and the Tri Valley's Jewish community. Rabbi Resnick and his wife Fruma live in Pleasanton together with their children - Malka, Yaakov, Shimi, Mendel, Mushka, Riva, Rachmiel, Yosef, and Zalman.

Eileen Vergino, Treasurer, Fundraising/Marketing Committee Lead

Treasurer, EBHEC

Eileen Vergino was a Senior Fellow at the Center for Global Security Research at Lawrence Livermore National Laboratory, where she was responsible for helping to plan and implement CGSR studies with an emphasis on examining the ways in which technology can enhance international security. She oversaw and initiated international science and technology partnerships designed to further U.S. nonproliferation objectives, including collaborative projects in Russia and the Former Soviet Republics, the Middle East, North Africa, and Asia. In addition, she also served as a member of the U.S. Department of Defense Threat Reduction Advisory Committee.
Vergino served as the primary contact and science advisor, representing LLNL with U.S. Department of State, for the International Science and Technology Center and the Science and Technology Center of the Ukraine. As science advisor, she coordinated the LLNL scientific review of projects, provided scientific support to the State Department, including recommendations for project funding, and worked with her counterparts from the European Union, Japan, Korea, Norway, and Canada.
Vergino previously was Director of Education Programs at LLNL, where she was responsible for planning, developing, and implementing education outreach programs for regional and national impact for students and teachers from elementary school through graduate degree programs. Prior to this, she worked for more than 16 years as a seismologist in LLNL's Treaty Verification Program. Her research involved seismic yield estimation and discrimination studies, and she published numerous papers on these subjects. She holds a master's degree in seismology from the Massachusetts Institute of Technology.

Anne Giancola, Exhibits Committee Lead, LVPAC Visual Arts Manager

Anne brings strong expertise and experience in community collaboration and arts communication to the Bothwell Arts Center. Prior to joining the Bothwell, she co-founded and served as studio director for Rollstone Studios, a non-profit art center near Boston, which was a lynchpin for community revitalization in the New England mill town of Fitchburg, Massachusetts. A working artist, Anne has run a mural painting business for more than 18 years. Combining her skills as a community collaborator with her affinity for working artists, Anne brings together diverse community groups to develop exhibits, performing arts, seminars, workshops and public art projects. A graduate of the University of California Santa Barbara, she has a strong arts and communications background. Anne completed her master's degree with distinction in Applied Communications from Fitchburg State University in 2013.

Lara Webber, Concert Committee Co-Lead, Conductor

Lara Webber became the Livermore-Amador Symphony conductor and music director at the start of the 2014–2015 season. Widely admired as a dynamic, creative, and engaging conductor, Lara Webber is dedicated to inspiring audiences through the power of symphonic music. She has been praised by fellow musicians around the country for her musical depth, genuine expression, strong personal vision, and collaborative spirit.

Webber brings a broad range of experience to the podium. She has held the positions of both assistant and associate conductor of the Baltimore Symphony Orchestra. In Baltimore, Webber programmed and conducted over eighty concerts annually, including classical subscription programs and educational, pops, and community concerts. Prior to her appointment with the BSO, she was associate conductor of the Charleston Symphony Orchestra (South Carolina) and music director of the Charleston Symphony Orchestra Chorus. Her career began as music director and conductor of the Los Angeles Debut Orchestra, a post previously held by such conductors as André Previn, Lawrence Foster, and Michael Tilson Thomas. Since 2019, Webber has been the music director and conductor of the Palo Alto Philharmonic in addition to LAS.

Lara Webber's activities as a guest conductor include performances with the symphony orchestras of Annapolis, Bangor, Houston, Pittsburgh, San Antonio, Louisville, Colorado Springs, Modesto, the Baltimore Chamber Orchestra, and the Chicago Sinfonietta. She has served as a cover conductor (on call as an emergency substitute) for the San Francisco Symphony and the National Symphony Orchestra. Webber's operatic associations include posts as the assistant conductor at Glimmerglass Opera and conductor of the Baltimore Opera Studio.

Strongly committed to arts education and community engagement, Webber was a conductor of the Emmy-nominated Disney's Young Musicians Symphony Orchestra. Their concerts were broadcast nationally by the Disney Channel. In recognition of her outstanding service to the community, Lara was honored with a Los Angeles City Council resolution. She has taught student conductors as a faculty member of the League of American Orchestras' conductor workshops and has coached youth orchestra and community orchestras. At home in Livermore, Lara is active in her community, bringing music to the local elementary schools, coaching chamber musicians, and advocating for the arts as an essential part of the educational curriculum and a vital part of our culture.

Webber began her conducting studies with Robert Spano at the Oberlin Conservatory of Music, where she received her Bachelor of Music degree in vocal performance in 1991. Her studies continued at the Sweelinck Conservatory in Amsterdam and in the conducting seminars of both the Aspen and Tanglewood Music Festivals. She received her Master of Music degree in orchestral conducting from the University of Southern California, where she studied with Daniel Lewis. In 1996, Webber was among the first conductors selected to participate in the National Conductor Preview of the League of American Orchestras.

Lindsay Deutsch, Featured Violinist

Lindsay Deutsch received her education from the Colburn Conservatory in Los Angeles, where she studied under Robert Lipsett. With her limitless enthusiasm and vast gifts as a performer and entertainer, American violinist, Lindsay Deutsch, is a charismatic and captivating presence on today's music scene. She has thrilled audiences world-wide with her passion for music and brilliant display of technique and musicianship.

Lindsay Deutsch tours as solo violinist with Yanni, having toured with him throughout North America, Saudi Arabia, Uzbekistan, Abu Dhabi, Indonesia and Egypt. Ms. Deutsch can be heard on the theme and all 8 episodes of the Netflix blockbuster series, "The Witcher", which features her prominently as violin soloist and has recorded "The Witcher Suite, Violin Concerto" by Sonya Belousova and Giona Ostinelli for Sony Masterworks, released December, 2021.

Ms. Deutsch feels strongly that the young people of today need to have opportunities to be exposed to the world of classical music. In 2007, Lindsay and her sister, Lauren, co-founded a non-profit organization, the Classics Alive Foundation, www.classicsalive.org, dedicated to building classical music audiences. The Youth Orchestra Residency Program has grown into a popular nationwide program for youth orchestras in which Ms. Deutsch is actively involved.

Peter Bedrossian, Featured Cellist
Peter Bedrossian is a physicist at Lawrence Livermore National Laboratory. He holds an AB and PhD degrees from Harvard University and was an Alexander von Humboldt Fellow at the Julich Research Center (KFA) in Julich, Germany. Peter studied cello with Claus Adam and George Neikrug.

Peter has played with the Fremont Symphony, Livermore Amador Symphony, Livermore Valley Opera, Tassajara Symphony and Palo Alto Symphony. He is on the Board of Directors of the Livermore Amador Symphony and Contra Costa Performing Arts Society, as well as the American Physical Society and the American Association for the Advancement of Science.

Peter is an amateur radio operator with FCC License AI6RG, and enjoys volunteering as an amateur radio operator for emergency communication in public service events.

Avshalom Weinstein , Co-Founder, Violins of Hope

Avshalom Weinstein, began working with his father Amnon in 1998 as a violin-maker and restorer of violins, violas, and cellos of the highest level. Avshalom is trained in the tradition of the Italian Cremonese School of violin-makers and the French school of restoration. Avshalom opened his own workshop in Istanbul in 2009, where he continues the family tradition.

Both his father and he have located the violins that were played by Jews in the camps and ghettos, painstakingly piecing them back together so they could be brought to life again on the concert stage. Although most of the musicians who originally played the instruments were silenced by the Holocaust, their voices and spirits live on through the violins that Amnon has lovingly restored Violins of Hope.

Since 2006, these restored instruments have been exhibited and played by leading orchestras and music festivals in Europe and America. Besides concerts, a strong component of the project is to exhibit the violins and bring them to schools and other organizations to experience these amazing instruments and their stories.

Cookie Segelstein, Featured Violinist, School Program Lead

Cookie (Marlene) Segelstein received a Bachelor's Degree in Music from the University of Missouri in 1981, and a Master's Degree in Viola from Yale University in 1984 where she studied with Raphael Hillyer (founding member of the Julliard String Quartet) and the late Jesse Levine. She played under the great Leonard Bernstein and Seiji Ozawa at Tanglewood, and studied chamber music with Eugene Lehner of the Kolisch Quartet. In 1984, Cookie joined the New Haven Symphony where she became Assistant Principal Violist in 1991, a position she held until moving to California in 2010. In the spring of 2010, she performed a piece commissioned for her by the orchestra and written by composer Mark Kuss, "Viola Concertino". Cookie has toured the world with her trio Veretski Pass that specializes in the 19th and 20th Century Jewish instrumental folk music of the Carpathian mountains. They played to a sold out audience at the Concertgebouw in Amsterdam, and regularly tour Germany, Austria and Switzerland, playing concerts and teaching workshops. She recorded the violin music for the Jewish wedding episode of HBO's "Sex and the City", has recorded many CD's as an expert on Jewish violin style, and written many music books of historical transcriptions. On the board of the San Francisco chapter of American String Teachers Association, and a member of MTAC (Music Teacher's Association of California), Cookie teaches violin and viola students of all ages and levels in both folk and Classical styles.

Joshua Horowitz, Featured Accompanist, Schools Program

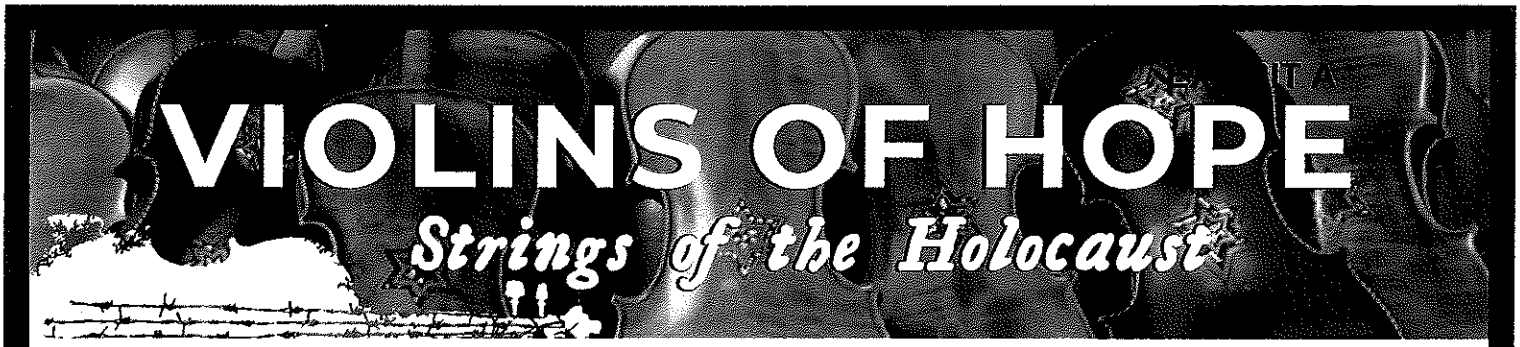
Joshua Horowitz, chromatic button accordion, cimbalom and piano, received his Masters degree in Composition and Music Theory from the Academy of Music in Graz, Austria, where he taught Music Theory and served as Research Fellow and Director of the Yiddish Music Research Project for eight years.
He is the founder and director of the ensemble Budowitz, a founding member of Veretski Pass and has performed and recorded with Itzhak Perlman, The Vienna Chamber Orchestra, Theodore Bikel, Ben Goldberg, Rubin and Horowitz, Brave Old World, Adrienne Cooper and Ruth Yaakov. His music was recently featured in the British film, "Some of my best friends are... Jewish / Muslim", awarded the Sandford St. Martin Trust Religious Broadcasting Award and is also featured in the new film by Jes Benstock, "The Holocaust Tourist".
His recordings with Veretski Pass, Budowitz, the Vienna Chamber Orchestra, Rubin & Horowitz and Alicia Svigals, have achieved international recognition and he is the recipient of more than 40 awards for his work as both composer and performer.

Chris Carter, Executive Director, Livermore Valley Performing Arts

Chris Carter became Executive Director for Livermore Valley Performing Arts Center in February 2020. As our Director of Development and Communications since 2014, Chris had overseen some major milestones in fundraising and member recruitment, including growth in annual giving of approximately 60 percent, a doubling of membership to new highs, and record-breaking Brilliance at the Bankhead galas.

Chris brings more than 16 years of non-profit experience to the role. He joined LVPAC from St. Mary's College of California where he had been Director for Annual Giving and Alumni Engagement, responsible for creating comprehensive programs to build connection and involvement among alumni and stimulate annual giving. He also led major projects there such as the college's 150th Anniversary and the inauguration of its 29th President. Committed to furthering education and the arts, Carter remains on the St. Mary's Science Advisory Board and at LVPAC now actively works to support education and community outreach efforts at both the Bankhead Theater and Bothwell Arts Center. A former board director, program chair and presenter for the Tri-Valley Nonprofit Alliance, he is also a member of the Association of Fundraising Professionals and has been a Boy Scouts of America volunteer since 2010. A musician for decades, Chris is also a guitarist with singer-songwriter duo, the LK Project, which has recorded five albums and often performs at local venues. He and his wife, a teacher in the Pleasanton Unified School District, are long-time residents of Pleasanton where they live with their three children.

Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.



BECOME A SPONSOR TODAY!

VIP
$500

ONE (1)
ONE (1)

HOPE
$1,000

TWO (2)
TWO (2)

SCHOOL
$2,000

school assembly tour

FOUR (4)
FOUR (4)

VIOLIN
$5,000

SIX (6)
SIX (6)

SILVER
$10,000

logo eighth-page ad
logo
Guided tour
EIGHT (8)
EIGHT (8)

GOLD
$25,000

Speaking opportunity
logo half-page ad
logo
Guided tour
TWELVE (12)
TWELVE (12)

PLATINUM
$50,000

Speaking opportunity
logo full-page ad
logo
Guided tour
SIXTEEN (16)
SIXTEEN (16)

VISIT EBHEC.ORG/VIOLINS FOR MORE INFORMATION

22-0061 JLH/KGW

COMING TO THE SAN FRANCISCO EAST BAY JAN – FEB 2023

Violins of Hope

STRINGS OF THE HOLOCAUST



East Bay Holocaust Education Center is honored to bring ***Violins of Hope: Strings of the Holocaust*** to the East Bay **January to February 2023.**

Violins of Hope is a collection of restored violins that were played by Jewish musicians during the Holocaust. These instruments have survived concentration camps, ghettos, pogroms, and many long journeys to tell remarkable stories of injustice, suffering, resilience and survival.

This life-changing program will educate thousands of adults and students in our community through unique, inspirational, and interfaith multimedia events.



FREE EXHIBITS

JAN - FEB 2023
9:00 AM - 5:00 PM
OPEN TO THE PUBLIC
BANKHEAD THEATER
2400 FIRST STREET
LIVERMORE



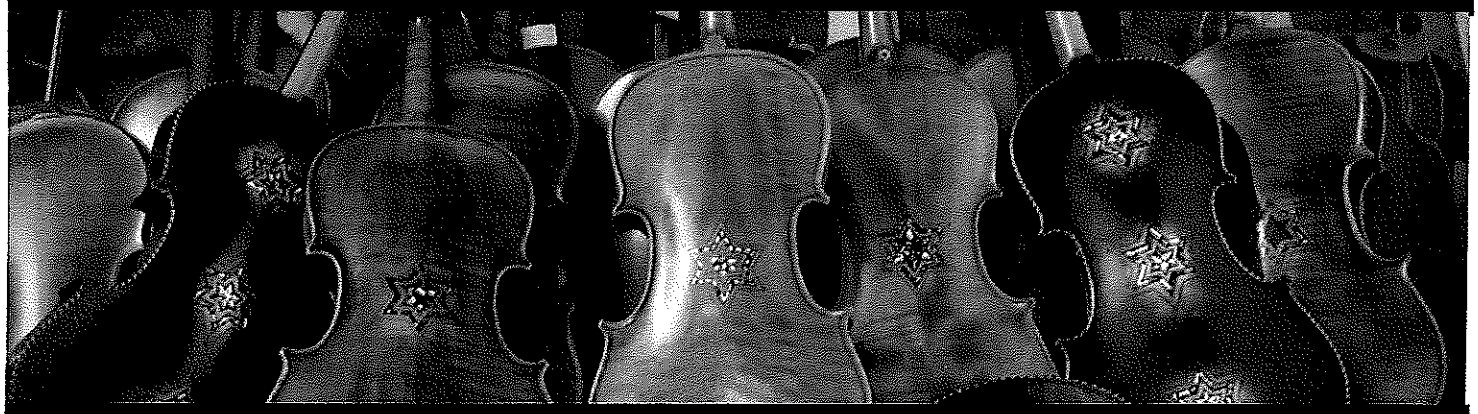
FREE DAYTIME PROGRAMS

JAN - FEB 2023
COMING TO EAST BAY SCHOOLS



CONCERTS

FEBRUARY 5,6&7, 2023
LIVERMORE-AMADOR SYMPHONY
BANKHEAD THEATER
2400 FIRST STREET
LIVERMORE



WWW.EBHEC.ORG/VIOLINS

VIOLINS OF HOPE

Strings of the Holocaust



presented by

EAST BAY HOLOCAUST EDUCATION CENTER

featuring

LIVERMORE-AMADOR SYMPHONY

Listen to the music of restored violins from the Holocaust as they come alive again! Performances at the Bankhead Theater in Livermore with Livermore-Amador Symphony (LAS), conducted by Lara Webber, and special performances by violinist Lindsay Deutsch and cellist Peter Bedrossian. Avshi Weinstein, co-founder of Violins of Hope, will provide stories of the instruments.

Join the journey through time and music with Violins of Hope

SUN FEB 5 – 3:00 PM
MON FEB 6 – 7:30 PM
TUES FEB 7 – 7:30 PM

Bankhead Theater
2400 First Street
Livermore, CA



TICKET INFORMATION

$35 | $55 | $75 Adults
$20 Student – Call (925) 373 – 6800
$500 VIP Sponsor*

ation, vi

EBHEC.ORG/VIOLINS-SPONSOR



Check out the FREE Exhibit in the Bankhead Lobby 9:00 am - 5:00 pm

Purchase tickets at **LIVERMOREARTS.ORG**
or call **(925) 373 – 6800**

THE EAST BAY HOLOCAUST EDUCATION CENTER IS A 501(C)(3) NON-PROFIT ORGANIZATION AND PUBLIC CHARITY.
DONATIONS ARE TAX-DEDUCTIBLE TO THE FULLEST EXTENT OF THE LAW.

EXHIBIT B

EXHIBIT A

VIOLINS OF HOPE

Strings of the Holocaust



Organization _____

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

☐ In honor of _____

- ☐ VIP Sponsor ($500)
- ☐ Hope Sponsor ($1,000)
- ☐ School Sponsor ($2,000)
- ☐ Violin Sponsor ($5,000)
- ☐ Silver Sponsor ($10,000)
- ☐ Gold Sponsor ($25,000)
- ☐ Platinum Sponsor ($50,000)

Enclosed is a _____ check made payable to "**East Bay Holocaust Education Center**" or "**EBHEC**" to support the Violins of Hope program.

There will be an opening VIP reception of the exhibit at Livermore Valley Performing Arts Center Bankhead Theater. This will feature special performances, refreshments, and meet and greet with Violins of Hope co-founder Avshi Weinstein.

Please return a copy of this completed form to EBHEC with enclosed check:

EBHEC
P.O. Box 12136
Pleasanton, CA 94588

For questions, contact **(925) 400-9830** or email info@ebhec.org

THE EAST BAY HOLOCAUST EDUCATION CENTER IS A 501(C)(3) NON-PROFIT ORGANIZATION AND PUBLIC CHARITY. DONATIONS ARE TAX-DEDUCTIBLE TO THE FULLEST EXTENT OF THE LAW.

22-0061 JLH/KGW

EXHIBIT B

EXHIBIT A

SPARC

SHAKESPEARE & PERFORMING ARTS

A FREE concert in Stockmen's Park

July 31st, 2021 | 4-8PM

Hispanic Heritage Center

Headliner EKOBIOS at 6:30PM

Los Paraderos at 4pm

Open Strings Music youth group from 3:15PM

SPECIAL THANKS TO OUR SPONSOR

LEGACY PARTNERS.

AUGUST 12-15 & 19-22, 2021

an interactive evening of bingo & the bard, award-winning wine and scenes & songs LIVE @

LEARN ABOUT THE BLACK BOX THEATER PROJECT

SPARCtheater.org

SPARC

PRESENTS

The SPARC

THE VICTORY OF SPIRIT

A READING OF

KINDERTRANSPORT

BY DIANE SAMUELS

IN PARTNERSHIP WITH

EAST BAY HOLOCAUST EDUCATION CENTER

PRESENTED BY ARRANGEMENT WITH NICK HERN BOOKS LTD.

22-0061 JLH/KGW

GUEST SPEAKER

NorCal Kindertransport Association

PRODUCTION TEAM

Jennifer Le Blanc
Larry Lagin
Domenique Lozano
Grant Huberty
Martie Muldoon
Cathie McClellan &
Lisa Tromovitch
Rebecca Grintsaig
Elsa Friedmann
Matt Ballin

PRODUCERS

Lisa A Tromovitch
Katie Marcel
Larry Lagin
Lindsay Schmeltzer
Kate Anderson
Laura Batti, Metier Marketing Communications

Special Thanks
City of Livermore Commission for the Arts
University of the Pacific

SPARC's the new idea of Shakespeare's Associates Inc. We are re-branding to reflect our purpose, scope and reach which is broader than Shakespeare, includes more than the Festival and includes patrons from across the Greater Bay Area.
SPARC-Theater.org

East Bay Holocaust Education Center (EBHEC) is a non-profit corporation located in Pleasanton, California. EBHEC's mission is to create a comprehensive resource center in the San Francisco East Bay area to educate people of all ages about the Holocaust and honor its victims. http://ebhec.org/

THE CAST

in order of appearance

DEBORAH LAGIN

REBECCA PINGREE

CYNTHIA LAGODZINSKI

JULIET EICHBERG

MARISHA VAN BROEK

TIMOTHY ANTON ACKERMAN

JENNIFER LE BLANC

EAST BAY HOLOCAUST EDUCATION CENTER

ADULT EDUCATION COURSE

BEYOND NEVER AGAIN



JEWISH LEARNING INSTITUTE HOLOCAUST COURSE
AUG. 17, 24 & 31 @ 7:30 ON ZOOM

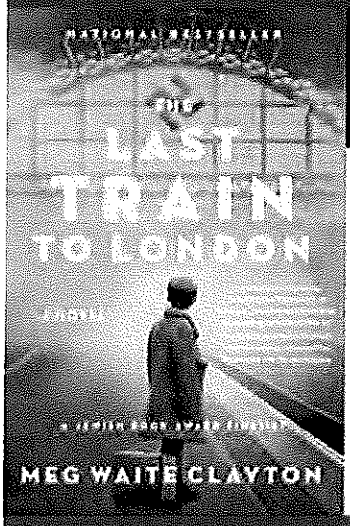
Join Rabbi Josh Zebberman of Chabad of the Tri-Valley for a special 3-part course discovering the continued and powerful relevance of the Holocaust. In this course we'll grapple with the existence of evil and suffering, find faith and optimism in the face of devastation and despair, and encounter heroes of the spirit who fought for truth and decency in the darkest of times. Click here to Register.

CO-SPONSORED BY EBHEC & CHABAD OF THE TRI-VALLEY

EAST BAY HOLOCAUST EDUCATION CENTER

VIRTUAL ADULT READING GROUP

READ TO REMEMBER



MEETS EVERY 2 MONTHS VIA ZOOM

"Read to Remember" is a Virtual Reading Group that meets every 2 months to discuss a Holocaust-related book that the group is asked to read. We have partnered with Towne Center Books in Pleasanton for members to order copies of books, if desired. The reading group has read 3 books so far, and have also had the 3 authors join us via Zoom for Q&A at each session. This included Meg Waite Clayton's book about the Kindertransport *The Last Train to London* in August, Tom Pfister's book about his parents *Eva and Otto: Resistance, Refugees, and Love in the Time of Hitler* in October and Irving Lubliner's book about his mother's writings titled *Only Hope: A Survivor's Stories of the Holocaust* in January.

WWW.EBHEC.ORG CONTACT INFO@EBHEC.ORG FOR MORE INFO

EAST BAY HOLOCAUST EDUCATION CENTER

UPCOMING EVENT

FREE STUDENT FILM



FREE STUDENT FILM (AGES 10+)
MARCH 6, 2022 AT 9:45 AM
VINE CINEMA, LIVERMORE

Academy Award winning director Caroline Link (*Nowhere in Africa*) has crafted a moving adaptation of acclaimed British author Judith Kerr's classic novel based on her childhood memories. The engaging drama follows nine year-old Anna Kemper as she and her mother and brother escape from 1933 Berlin to Zurich, before moving to Paris, and finally to London. Until their departure, Anna is too occupied with her friends and schoolwork to notice the rise of Nazism and the upcoming election. Her father, however, has taken Adolf Hitler's speeches seriously, and his criticism of the future head of The Third Reich lands him in trouble.

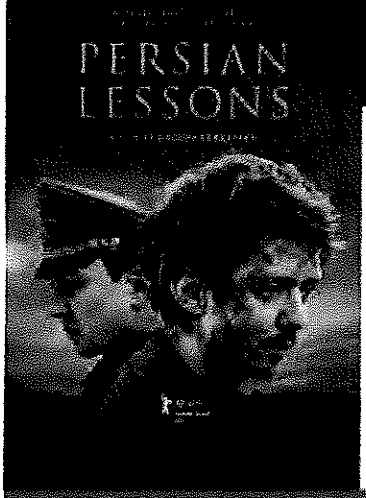
When *Hitler Stole Pink Rabbit* tackles prejudice, displacement and the price of exile in a student-friendly narrative. (German/Switzerland, 2019, 128 minutes, German with English subtitles.)

SPONSORED BY EBHEC AND SFJEF IN PARTNERSHIP WITH EBIJFF AND CCJCC

EAST BAY HOLOCAUST EDUCATION CENTER

UPCOMING EVENT

HOLOCAUST FILM (AGES 16+) "PERSIAN LESSONS"



MARCH 6, 2022 9:45 AM
VINE CINEMA, LIVERMORE, CA 94550

Canadian director Vadim Perelman's latest film *Persian Lessons* is based on a short story written by Wolfgang Kohlhaase. The film highlights the use of creative thinking, memory and intelligence by Gilles, a Belgian Jew, in his survival tactic against his Nazi imprisoners. He narrowly avoids execution by a Nazi firing squad when he claims to be Persian. Desperate to save himself, he offers to teach Farsi — a language he does not know — to the head of the camp, played by German star Lars Eidinger (Clouds of Sils Maria). Through an ingenious trick, Gilles manages to survive by inventing words of "Farsi" every day and teaching them to Koch. And while the suspicions of Koch grow every day, Gilles understands that he will not be able to keep his secret very long.

Persian Lessons Rabbit is a profoundly powerful story of hope and friendship among the unlikeliest in the unlikeliest circumstances. (2020, 127 minutes, German with English subtitles.)

SPONSORED BY EBHEC AND SFJEF IN PARTNERSHIP WITH EBIJFF AND CCJCC

22-0061 JLH/KGW

EAST BAY HOLOCAUST EDUCATION CENTER

SUPPORTED BY JCF JEWISH COMMUNITY FEDERATION & ENDOWMENT FUND

FREE EXHIBIT

APRIL 13 - MAY 28, 2022
OPEN WED-FRI 12 - 5 PM
SAT 11 AM - 3 PM



"A HOLOCAUST MEMORIAL EXHIBIT"

HARRINGTON GALLERY, FIREHOUSE ARTS CENTER
4444 RAILROAD AVE, PLEASANTON

The East Bay Holocaust Education Center (EBHEC) of Pleasanton is sponsoring a free educational exhibit about the Holocaust. The exhibit features artwork by Livermore artist Larry Lagin. Watch eye-witness testimonies as you walk through the exhibit. *It will be a unique educational opportunity for students, teachers, and others.*

Many of this exhibit's paintings are based on photographs from the United States Holocaust Memorial Museum (USHMM) in Washington, DC. Holocaust eyewitness video clips are from IWitness, courtesy of USC's Shoah Foundation Institute in Los Angeles. Introductory videos provided by USHMM.

Special thanks to the City of Pleasanton for the use of the Firehouse Arts Center

WWW.EBHEC.ORG

CONTACT INFO@EBHEC.ORG TO ARRANGE FOR GROUP TOURS

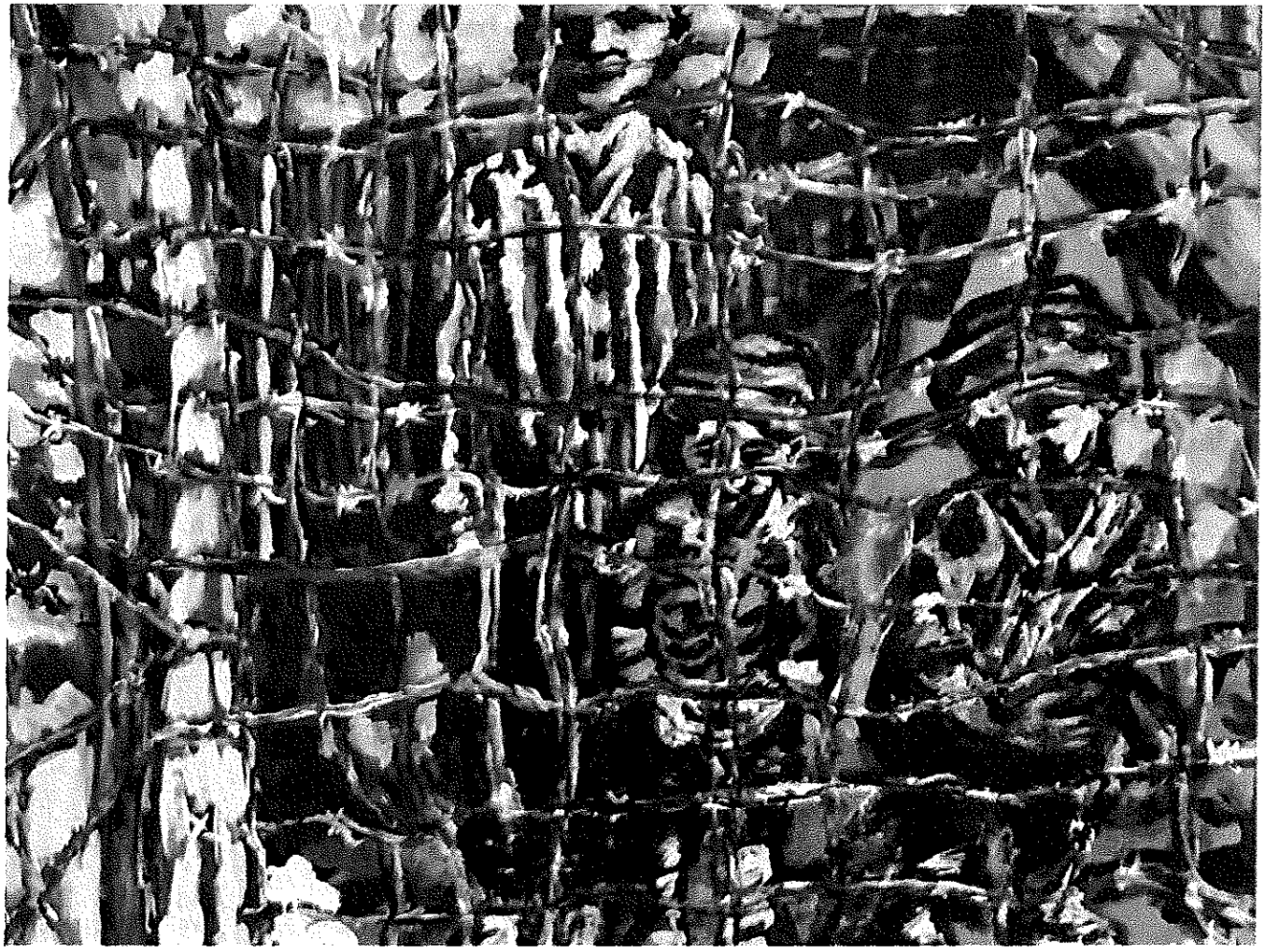
Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)

https://www.independentnews.com/community/center-offers-online-holocaust-education-for-students/article_03d3f76e-76f5-11eb-a980-2758433e68e7.html

FEATURED

Center Offers Online Holocaust Education for Students

Feb 28, 2021



The East Bay Holocaust Education Center is offering an online exhibit designed to teach high school students about the mass murder of more than 6 million Jews under the German Nazi regime of Adolf Hitler during World War II.

Larry Lagin, a board member for the education center, said the exhibit, which features artwork and video testimonies from Holocaust survivors from the Shoah Foundation Institute in Los Angeles, was adapted for online viewing from a program presented at the Bothwell Art Center in 2019.

More than 650 people attended the Bothwell presentation, including 350 world history students from Livermore High School.

A touring version of the exhibit was also taken to several East Bay high schools in 2019 and 2020, including Granada High School in Livermore and Amador Valley High School in Pleasanton, before in-person classes were shut down because of the COVID-19 pandemic.

While the exhibit is geared toward high school students, Lagin said the free online presentation is suitable for anyone 13 and older. The recently formed East Bay Holocaust Education Center, a nonprofit based in Pleasanton, also offered two online training sessions for teachers earlier this month.

To view the exhibit, go to www.ebhec.org/onlinememorialexhibit.

The East Bay Holocaust Education Center will also sponsor the online streaming of the Norwegian film, "The Crossing," from April 11-13, in connection with this year's virtual East Bay International Jewish Film Festival.

The film tells the story of two pre-teen children whose parents, members of the Norwegian resistance during the war, are arrested by the Nazis. Left on their own, they discover two Jewish children hiding in their basement and decide to help them flee the Nazis and escape to neutral Sweden.

The EBHEC will also sponsor a second film, "Inside Hana's Suitcase," a theatrical documentary based on the book, "Hana's Suitcase," which tells the story of two young children who grew up in pre-World War II Czechoslovakia and what they endured because they happened to be born Jewish. No time has been set to stream the film.

For more information on the Jewish film festival, go to www.eastbayjewishfilm.org.

Finally, the East Bay Holocaust Education Center is partnering with the Livermore Shakespeare Festival to produce a virtual stage reading of a Holocaust-themed play this summer. Michael Wayne Rice, resident director for the Shakespeare Festival, is leading a community reading group that will select the play.

For more information on the East Bay Holocaust Education Center go to www.ebhec.org.

https://www.independentnews.com/news/regional_and_ca/holocaust-center-hosts-youth-contest/article_6467bfe8-c3ad-11eb-9ffa-9bed32b2eb8c.html

TOP STORY

Holocaust Center Hosts Youth Contest

By Dawnmarie Fehr
Jun 2, 2021



The East Bay Holocaust Education Center (EBHEC) hosted an awards ceremony for its first art, writing and video contest on May 26.

The contest included $3,500 in prize money awarded to 15 students from eight schools in the Tri-Valley and surrounding areas. The theme — "Why is it important to remember the Holocaust?" — inspired dozens of entries from local youth in a variety of forms and interpretations.

Raleigh Resnick, a rabbi at Chabad of the Tri-Valley in Pleasanton, served as one of the founding members of EBHEC. He was instrumental in organizing the contest and said the theme is an important one for today's young people to consider.

"This is an important idea," Resnick said. "I think for everyone to understand, to know, to realize, that everyone single human being has God-given rights no one can take away . . . no matter our gender, our race, our creed, we have all been endowed by our creator with certain inalienable rights, and when you recognize that and you raise a generation that way, then you can ensure these unspeakable acts won't be perpetuated."

The art portion of the contest was judged by Anne Giancola, professional artist and Visual Arts Manager for Livermore Valley Performing Arts Center. Deborah Grossman — professional writer and journalist, and 2009-11 Pleasanton Poet Laureate — judged the written portion. Both women said they found the submissions intuitive and thoughtful.

"I was very impressed with the writing — it was generally very high caliber," Grossman said. "I had to really sit and think about the ranking . . . For the most part, these high schoolers put their hearts and minds into this contest . . . they put a lot of intensity into the words and in terms of why you should remember the Holocaust."

Giancola was likewise impressed with the submissions she judged. She said she was proud to be part of EBHEC's project and the significance it brings to today's society.

"I feel like it's so valuable," she said of the theme. "It's difficult enough for my generation — and my father fought in World War II — let alone this next generation to see this huge significance and relate it to history. A couple of pieces related it to modern day issues . . . I thought everyone had very thoughtful interpretations."

Amber Belk, a freshman at Livermore High School, was awarded first place for her prose poetry piece, "Family Legacy." The piece recalls a story from her family history of escape from Nazi Germany.

"I am honored that my great-aunt passed down this amazing, true family history about her great-uncle's escape and unexpected reunion with his young daughter while fleeing Nazi Germany," 15-year-old Amber said. "I tried to connect the lessons from the past with my hopes for the future."

The EBHEC was founded in January of this year by Resnick and Larry Lagin, who is Jewish. Lagin had created an exhibit of 20 paintings based on photographs from the United States Holocaust Memorial Museum. He began offering the exhibit to area high schools as part of their 10th-grade world history curriculum. The exhibit received positive responses and had a full calendar when the pandemic brought its progress to a halt. Now, the exhibit is available on EBHEC's website for viewing, along with educational information.

"I'm Jewish, and the Holocaust is part of my history," Lagin said. "The exhibit started out when I created this series, because I came upon the Holocaust Memorial in San Francisco and got really interested in sculpting and painting, and I decided to go on and create this series."

EBHEC's mission is to create a center for Holocaust education for people of all faiths in the East Bay and to honor the victims of the Holocaust. The organization is sponsoring a dozen programs and events this year — a majority of them free and geared to high school students and teachers. Resnick said the timing of these events is important, because there are not many survivors left to share their stories.

"The fact is the generation of the Holocaust survivors is dwindling," said Resnick. "We are in a unique time period where these are the last few years, we will be able to have firsthand accounts. In five years, we may not be able to. This is a window of opportunity right now to bring survivors to the community and offer a firsthand account. The kids who see this are going to grow up and say, 'I saw someone from the Holocaust.' What we are doing now has an impact on the generations to come."

For more information on EBHEC, call 925-400-9830, email info@ebhec.org, or visit www.ebhec.org.

Tri-Valley students reflect on Holocaust through writing, artwork

Winning pieces from contest on display at Pleasanton Library

by Julia Baum / Pleasanton Weekly

Uploaded: Sun, Aug 1, 2021, 11:14 am

Artwork and writing by Tri-Valley youth that illustrate the importance of remembering and learning about the Holocaust is now on display at the Pleasanton Library.

Available for viewing since Monday, each of the winning pieces from the East Bay Holocaust Education Center (EBHEC) 2021 High School Art and Writing Contest prompts residents to consider, before giving an interpretive answer to the question, "Why is it important to remember the Holocaust?"

The contest took place earlier during spring and was open to middle and high school students around the Tri-Valley and surrounding areas. EBHEC also approached the city of Pleasanton, which agreed to put the entries on display in the young adult section of the library, where they currently reside.

EBHEC founder Larry Lagin told the Weekly, "We had a good response and were able to reward $3,500 of prize money to these winners," including 15 students from Harvest Park Middle, and Dublin, Livermore, California and Amador Valley high schools.

To spread word about the competition, Lagin said, "We reached out to all the public high schools in the East Bay, and also specifically to the world history teachers and art teachers."

About half of the entrants submitted art pieces -- some colorful, others more muted -- while other contestants chose to express themselves through written word.

"With the writing, they either did poems or prose, or a combination of poetry or prose, and they were quite strong," Lagin said. "There were a few that were based on someone's aunt and uncle, they're Holocaust survivors." Another poem called 'For My Zayde' -- Yiddish for 'grandfather' -- also has personal roots for the writer.

"I just found it very touching and moving, and ... I just found the artwork to be very moving," Lagin added.

The entries were judged by local poet Deborah Grossman and Anne Giancola, visual arts manager for the Livermore Valley Performing Arts Center, both who were "very impressed by the quality of the work," according to Lagin.

A virtual learning series being hosted in August by the Jewish Learning Institute called "Beyond Never Again" aims to examine the Holocaust "and try to understand how we could learn from it, and also look to the future and how to make life better for everyone," Lagin said.

The series focuses on antisemitism, but Lagin said, "Our center basically looks at the Holocaust and tries to apply it to different events of genocide, trying to prevent genocide in general. We're reaching out to people of all faiths."

The winning entries from EBHEC's 2021 High School Art and Writing Contest can be viewed during normal hours in the young adults section at the Pleasanton Library, 400 Old Bernal Ave.

For more information about EBHEC, visit www.ebhec.org.

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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,

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.

AGREEMENT BETWEEN CITY OF LIVERMORE AND LAS POSITAS COLLEGE FOUNDATION FOR FISCAL YEAR 2022-23 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2022, between the City of Livermore, a municipal corporation ("City"), and Las Positas College Foundation, California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to support the 2023 Las Positas College Literary Arts Festival (LPC Lit Fest) ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities

eligible under the Project and Program Grant Program: Literary Arts Festival to be held on Saturday, May 13, 2023. on the Las Positas College campus.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* provide funds for artistic personnel for talks, workshops, panels and costs associated with facilities, administration and publicity ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. 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:

City: City of Livermore
Attn: Brandon Cardwell, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Las Positas College Foundation
Attn: Kenneth Cooper, Executive Director
3000 Campus Hill Drive
Livermore, CA 94551

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state and local laws, statutes, rules and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract 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 Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Las Positas College Foundation
a California non-profit corporation
"Grantee"

By: K Cooper **Dated:** 10/22/2022

PRINT NAME: Kenneth Cooper

TITLE: Executive Director

CITY OF LIVERMORE
a Municipal Corporation
"City"

By:_____ **Dated:**_____

Brandon Cardwell
Innovation and Economic Development Director

APPROVED AS TO FORM:

_____
ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

LIVERMORE
CALIFORNIA

Project & Program Grant

City of Livermore
Office of Innovation & Economic Development
Commission for the Arts

Las Positas College
GET LIT
Literary Arts Festival

Saturday, May 13, 2023

Las Positas College, Livermore

Applicant Name: **LAS POSITAS COLLEGE FOUNDATION, fiscal sponsor for LAS POSITAS COLLEGE LITERARY ARTS FESTIVAL**

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

✓ 1. Application Checklist (this page).

✓ 2. Start date: Do (es) the event(s) related to this project begin at least two (2) months after the application deadline?

✓ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.

✓ 4. If you are an organization, submit a list of current officers and Board members with their term of office.

✓ 5. If you are a 501(c) (3), submit a copy of your 501(c)(3) determination letter from IRS.

✓ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.

✓ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.

✓ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.

✓ 9. Resumes/biographies of key project individuals, generally one page each.

✓ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.

✓ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)

✓ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.

2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

K Cooper — 8/29/22

Authorized Officer's Signature — Date August 29, 2022

Kenneth Cooper — LPC Foundation Executive Director

Print Name of Officer signing this form — Title of Officer signing this form

- or

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

_____ _____

Artists Signature — Date

_____

Print name of Artist signing this form

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: August 31, 2022

Amount of Grant Request: $ 10,000.00 Total Project Budget: $ 24,100

Applicant/Organization: Las Positas College Foundation

Applicant/Organization's Address:

3000 Campus Hill Drive
Livermore, CA 94551

Applicant/Organization's Web site:
Foundation website: www.LPCFoundation.org;
Literary Arts Festival website: http://www.laspositascollege.edu/literary-festival/

Preparer's Name and Title:

Rifka Several, Sr. Administrative Assistant, LPC Foundation

Preparer's Phone: 925-424-1014

Preparer's E-mail: rseveral@laspositascollege.edu

Address (for formal notification):

Rifka Several, Las Positas College Foundation
3000 Campus Hill Drive
Livermore, CA 94551

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Literary Arts: Fiction and Non-fiction, Poetry, Oral Presentation, Graphic Novel

Briefly describe the project or program for which support is requested:

The Las Positas College Literary Arts Festival ("LPC Lit Fest") is an all-day celebration of writers and writing for the Tri-Valley community to attend in-person – and a wider audience who can attend via zoom.

Number of people intended to reach: Audience: 500 Participants: 300

Application Form - Project & Program Grants

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: Saturday, May 13, 2023 (9:00 am)
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: Saturday, May 13, 2023 (8:00 pm)

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. **State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)**

Our mission is to expose our students and community members to the joys of literature and teach the craft of writing and publishing through workshops, performances, and panels.

An additional goal of the festival is to provide exposure for local writers, libraries, organizations, and businesses that support the literary arts, as well as bring in visitors from outside the immediate community to the college and Tri-Valley area. Eventually, we hope that the festival will make Livermore and the college known as a literary hub of the Bay Area.

We had a successful inaugural online festival in 2021, followed in 2022 by our first in-person festival, which received rave reviews.

2. **Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.**

Description: The 2023 LPC Literary Arts Festival is a free, all-day event on the LPC campus for the Livermore community and LPC students. Events will be held in and around the Barbara Mertes Center for the Arts. There will also be some online events for virtual attendees.

The events will include speakers, workshops, panels, the 20th annual LPC Poetry Slam, book tables for featured as well as local authors and booksellers, children's story time with local librarians, open mics, and the publication and awards ceremony for the 43rd annual edition of *Havik: The Las Positas College Journal of Arts & Literature*, which was awarded Best of Show in Literary Magazines at the Spring 2022

American Collegiate Press conference in a contest of two- and four-year colleges in the US and Canada.

We are currently exploring options for the festival keynote speaker and have been in negotiations with agents for acclaimed authors Tommy Orange and Leila Mottley. We have an agreement with Alaskan nature and environment writer Rosemary McGuire, who will present an in-person workshop.

Plans are underway for additional events—including a possible follow-up to last year's Food & Wine Writing Panel that celebrated and featured local writers and growers—and we hope to equal or outnumber the fourteen events we had at last year's festival.. Last year's festival included a number of other award-winning authors as well as workshops on graphic novel writing, inclusive characterization, and poetry slam writing. Talks included Race and the Graphic Novel, Poetry of War, and Pop History of Asian America. This year, we will present a lineup that can match last year's in both relevance and diversity of perspectives.

The festival will also feature live music, food trucks, and tours of campus artwork.

Origins: Our inspiration stemmed from the college's recently established Creative Writing Certificate and longstanding popular creative writing courses. With this festival, we hope to make Las Positas College and the City of Livermore a celebrated hub for the literary arts.

Originally scheduled for May 2020, our inaugural festival was postponed by the pandemic, and we finally held the event May 8, 2021, as an all-day online event. We had reservations for over 1,000 free tickets, and had a stupendously successful day over Zoom, with attendees (and presenters) not only from LPC and Livermore, but also across the state and country, and even several international participants.

Last year, our first in-person festival had 777 registrants, with approximately 457 attendees in festival events. We were thrilled with these numbers considering how hesitant people have been to return to public events; and we are confident this number will grow as people become more comfortable leaving home and word spreads about the inspiring sessions from last year.

Timeframe and Implementation: The festival will be held Saturday, May 13, 2023. We are currently in the process of booking authors. Facilities at the college have been reserved. For the next eight months, we will focus on program development and publicity.

Resources: We have secured a grant of $8,000 from the Las Positas College Foundation. We have also received a $5000 grant from the Las Positas College President's Speaker Series to be used for the keynote speaker. A private donation of $750 is targeted for a specific author (see #5). We will continue to have .volunteer support from faculty and students in festival operations.

3. **How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)**

As outlined in our draft budget, the bulk of the grant funding will be used for artistic personnel for talks, workshops, and panels. There are also costs associated with administration, publicity and facilities. We are planning a robust publicity campaign via social media and in partnership with our community college district.

We are committed to keeping the event free of charge to ensure that it is accessible to students, youth, and all community members. We have allotted minimal stipends for event organizers and assistants.

4. **Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)**

We believe that nothing fits more closely with the idea of *artsAlive!* than an event that gathers people together to celebrate, learn, and practice their art form – *to bring their art alive* - and that is the heart of the LPC Literary Arts Festival.

The festival will enhance the visibility and vitality of local authors and arts

organizations with readings and performances, an expo area for display and sale of books, information on other arts-related events and groups, and activities highlighting our local libraries.

The facilitation of partnerships, opportunities for collaboration, and sense of community among local writers and young developing writers are a core part of this event.

The LPC Literary Arts Festival will remain free of charge, open, and accessible to students and the Livermore community, and will feature a diverse range of activities and panel/workshop topics that will engage a wide variety of attendees.

It is our hope that this event, with the City's support, will continue to evolve into a long-term, sustainable cultural resource, a literary celebration of the Tri-Valley arts scene.

5. **List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.**

- Las Positas College Foundation grant (unrestricted) $8,000
- Las Positas College President's Speakers Series grant (for keynote speaker) $5,000
- Private sponsor (for Rosemary McGuire presentation) $750

List of Key Project Individuals

Richard Dry – Co-Lead Coordinator of the LPC Literary Arts Festival

- Author (*Leaving,* St. Martin's Press 2002)
- English Professor – Full-Time, Tenured Las Positas College

Toby Bielawski-- Co-Lead Coordinator of the LPC Literary Arts Festival

- Albany, CA Poet Laureate (2011-14)
- English Professor – Full-Time, Tenured Las Positas College

Martin Nash -- Co-Lead Coordinator of the LPC Literary Arts Festival

- English Professor – Full-Time, Tenured Las Positas College
- LPC Anthology Faculty Co-Advisor

Rifka Several – Las Positas College Foundation Liaison

- Events management specialist
- Literary Arts Festival financial management

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$N/A	Free event
Tuition/Workshop fees	$N/A	Free event
Other:	$	
Subtotal: Earned Revenue	**$**	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$	$750	$
Grants *(Foundations/Government other than City)*	$	$8000	$
City of Livermore *(other than this grant request)*	$	$N/A	$
Other: LPC President's Speaker Series Grant	$	$5000	$
Subtotal: Contributed Income	**$**	**$13,750**	**$**

Project & Program Grant Amount Requested	**$10,000.00**
Total Project Support (Revenue + Income + Grant)	**$23,750.00**

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$5000	Keynote speaker
	$1700	Keynote speaker/workshop
	$2000	4 workshops
	$1500	10 panelists
	$500	Poetry slam poets
	$500	Poetry slam awards
	$1100	LPC Anthology awards
	$500	Music

Application Form - Project & Program Grants

Production	$1000 $1600	Maintenance & Operations Audio-visual equipment and personnel
Administrative	$3000 $1500	5 coordinator honorariums @ $600 4 assistant staff honorariums @ $200
Other: Sign language/closed captioning	$1000	
Subtotal: Personnel	**$19,700**	

General	**Amount**	**Notes**
Venue Rental	$N/A	
Materials and Supplies	$400	
Marketing and Promotion	$3000	
Transportation	$N/A	
Insurance	$	Provided by Las Positas College
Other: Food	$1000	
Subtotal: General	**$4400**	

Total Project Expenses (Personnel + General)	**$24,100**
Project Surplus (Loss) (*Total Support minus Total Expense*)	**$-350**

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

We are expecting donations to cover the negative amount in our budget.

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
		$
		$
		$
		$
		$
		$

Requested Grant Amount: $ 10,000.00
Cash Match Amount: $ 13,750
In-kind Match Amount: $ 0

LAS POSITAS COLLEGE FOUNDATION

BOARD OF DIRECTORS – 2022 - 2023

Stephen Lanza
Chair, Innovation Tri-Valley Leadership Group
Adjunct Professor – Business Strategy, Management and Accounting, Las Positas College



Lori Souza – Immediate Past Chair
LLNL Executive - retired



Charles Crohare – Treasurer
Business Banking Manager
UNCLE Credit Union



Dyrell Foster, Ed.D. – Secretary
President, Las Positas College



Gavin Shea, Alumni Officer
Managing Director – Small Business Lending
First Republic Bank



Lynn Seppala, PhD – Director and Founding Member
Lawrence Livermore Laboratories, retired



Jim Ott, Ed.D. –Director and Founding Member
English Dept. Faculty, Las Positas College



Bethany McCormick – Director
Director, Strategic Workforce Development,
Lawrence Livermore National Laboratories



Kirsten Barranti, Esq. – Director
Attorney at Law, Barranti Law Group, PC
6379 Clark Avenue #240



Barry A. Russell, Ph.D. – Director, Former LPC President
Past President – Las Positas College



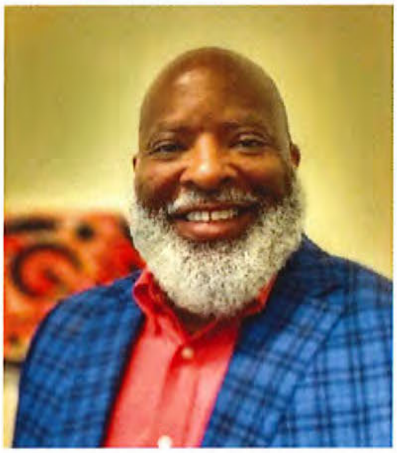
Cynthia Ross – Director
Professor Emeritus – Las Positas College



Anette Raichbart - Ex-Officio Director
Las Positas College Vice President,
Administrative Services



Kenneth Cooper – Executive Director
Las Positas College Foundation



Rifka Several - Senior Admin. Assistant
3000 Campus Hill Drive
Livermore, CA 94551
O: 925-424-1014
rseveral@laspositascollege.edu



Received
JAN 05 2004
Office of the President
Las Positas College

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 22 2003

LAS POSITAS COLLEGE FOUNDATION
3033 COLLIER CANYON RD
LIVERMORE, CA 94551

Employer Identification Number:
71-0942040
DLN:
17053196040013
Contact Person:
LISA M VAN DER SLUYS ID# 95264
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(iv).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

LAS POSITAS COLLEGE FOUNDATION

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Martin Nash

[redacted] [redacted]

EDUCATION

California College of the Arts, San Francisco, CA
Master of Fine Arts in Writing, May 2005

Kansas State University, Manhattan, KS
Bachelor of Arts in English, May 2000

EXPERIENCE

English Instructor, Las Positas College, Livermore, CA, Spring 2006—present

- Teach creative writing and developmental and transfer-level reading, composition, and critical thinking classes incorporating research and literary analysis to students of various backgrounds and ages
- Co-advised *Havik, the Las Positas College Journal of Arts & Literature*
- Co-Founded Las Positas College Literary Arts Festival (2021)
- Classes taught:
  - ENG 100A: Reading, Reasoning, & Writing
  - ENG 100B: Reading, Reasoning, & Writing
  - ENG 104: Accelerated Reading, Reason, & Writing
  - ENG 1A: Critical Reading & Composition
  - ENG 4: Critical Thinking and Writing about Literature
  - ENG 7: Critical Thinking and Writing across Disciplines
  - ENG 11: Intro to Creative Writing
  - ENG 12: The Craft of Writing Fiction
  - ENG 19: Literary Journal
  - ENG 44: Literature of the American West

English Instructor, Los Medanos College, Pittsburg, CA, Fall 2007—Fall 2009

- Taught developmental reading, writing, and critical thinking classes to students of various ethnicities and ages
- Guided developmental reading and writing students in Writing Lab computer activities and assignments
- Classes taught:
  - ENG 90: Integrated Reading, Writing, and Critical Thinking

PUBLICATIONS & HONORS

- *The Blink Zine*, spring 2007
- Nominated for *Best New American Voices 2007* by CCA faculty, spring 2005
- *Touchstone Magazine*. Winner of *Touchstone Award* for outstanding undergraduate fiction and *Touchstone Award* for outstanding undergraduate non-fiction, spring 1998

RELEVANT SKILLS

Technical Proficiencies – Mac/Windows platforms, Word, Quark XPress, Photoshop, Blackboard, Canvas, Internet search engines
Language – strong working knowledge of written Spanish

RICHARD DRY

[redacted]
rdry@laspositascollege.edu

EXPERIENCE

AUGUST 2021 – PRESENT
ENGLISH DEPARTMENT COORDINATOR, LAS POSITAS COLLEGE
Coordinate all aspects of the English Department, from scheduling to facilitating meetings.

AUGUST, 1998 – PRESENT
FULL-TIME, TENURED ENGLISH FACULTY, LAS POSITAS COLLEGE
Teach English Courses: Creative Writing, English Composition, and Literature

EDUCATION

MASTERS OF ENGLISH, CREATIVE WRITING EMPHASIS,
SFSU
1994

BACHELORS OF HUMANITIES, THE DEVELOPMENT OF SELF IN MODERN FICTION,
UC BERKELEY
1990

SKILLS

- Creative Writing
- Leadership
- Editing
- Literary Analysis

ACTIVITIES

Writing (Leaving, 2002, St. Martin's Press), Singing/Songwriting, Body Surfing

Toby Bielawski
[redacted]
tbielawski@laspositascollege.edu

EDUCATION

M.A., English; Mills College, Oakland, Ca. 1995
B.A., English/Art History; Smith College, Northampton, Ma. 1990

ACADEMIC APPOINTMENTS

English Instructor, Las Positas College, Livermore, Ca. 1999-current

Adjunct English Instructor, Chabot College, Hayward, Ca. 1996-1999

Teaching Assistant, Mills College, Oakland, Ca. 1994-1995

GRANTS & PRIZES

- First Place, Drafty Attic Press Chapbook Contest 2011
- National Endowment for the Humanities
  Summer Seminar: African American History
  And Literature, Savannah, GA $1200.00 2008
- Featured Reader, Albany Library
  Poetry Series $100.00
- Poet's Dinner Annual Contest, Kensington
  Library Literary Society $50.00 2004
- State of California Education Dept. $3500.00 2003
  Teaching and Learning Initiative
- National Endowment for the Humanities $3000.00 1996
  Summer Seminar for College Teachers
  Vanderbilt University, Nashville, TN
- Best Graduate Essay, Mills College $100.00 1995
- Babcock Poetry Prize, Smith College $500.00 1990

CREATIVE ACTIVITIES

- ***Las Positas College Literary Arts Festival, Co-Lead Organizer*** 2021
  Organized and produced all-day public festival online, including
  Nationally-known writers, over 1,000 attendees

- ***Colrain Poetry Manuscript Conference***
  2018, 2010 Submitted manuscript for evaluation by
  Publishers

Participated in reading and critique of manuscripts

- ***City of Albany Poet Laureate*** 2011-14
  Hosted readings and workshops
  Composed and presented poems on civic occasions
  Initiated "Poetry of Place" Albany Poetry Map

- ***Vermont Studio Center Artist Residency*** 2009
  Monthlong residency program with artists and writers
  Critique sessions with Major Jackson

- ***Coordinator, Albany Library Poetry Series***
  2005
  Booked featured readers and hosted open mic at
  monthly reading series

The Poetry Project at Las Positas College 2003-current

- Write grants and initiated project to introduce college students to the "Poetry Slam" spoken word movement
- Development of workshops on writing and performance techniques
- Brought guest poets to campus to demonstrate poetry slam and lead student workshops on slam writing
- Organization and publicity of field trips to urban poetry slams, including performances featuring the Berkeley Slam Team
- Organized campus poetry slam, including DJ, poet-performer MCs, prizes, and student performers

Squaw Valley Community of Writers, Squaw Valley, Ca. 2002, 2009, 2015

- Participant in week-long writing workshop, writing one poem per day to be critiqued by faculty and workshop members
- Attended evening craft talks by faculty members Galway Kinnell, Sharon Olds, Lucille Clifton, Li-Young Lee, Yusef Kumanyakaa
- Provided musical entertainment at final evening celebration

Editing and Judging

- Judge, City of Pleasanton Poet Laureate Selection Committee 2003
- Faculty Advisor, *Las Positas Literary Anthology*, 2000 - present
- Faculty Advisor, *Chabot Review* , Chabot College 1999
- Judge, *Treasure House* Literary Anthology poetry contest 1998
- Judge, *Writers Across the River* poetry contest 1998
- Editorial Consultant, McGraw-Hill Publishing (fourth edition of

Western Wind: An Introduction to Poetry) 1997
• Editorial Assistant, *Poetry Flash* 1995-96

NEH Project, Vanderbilt University
Racing the Rails: The Train in Black and White Folksong 1996
• Participation in summer seminar for college English teachers on "The Road in American Literature"at Vanderbilt University with Dr. Cecilia Tichi
• Researched independent project and developed curriculum on the railroad in African-American blues and American vernacular folksong
• Compiled multi-media presentation delivered to colleagues at Vanderbilt University and Chabot College
• Developed musical presentation for student audiences as faculty guest speaker

TEACHING EXPERIENCE

Teaching Areas
• Composition & Critical Thinking
• Writing & Study of Poetry
• 18th century British literature
• African-American literature

Detailed Teaching Experience
Las Positas College, Livermore, Ca. 1999-present
• Teach courses including Composition; Critical Thinking & Writing; Reading Skills Workshop; Introduction to Literature; Monsters & Madness in Literature; Gothic Imagination in Film & Fiction; Craft of Writing Poetry; *Chabot College, Hayward, Ca. 1996-99*
• Taught courses in Composition; Basic Writing Skills; Critical Thinking; Writing Poetry; African-American Literature; Islands & Isolation in Literature

Service
Las Positas College
• Coordinator of English Department adjunct faculty, including mentoring, scheduling, orientations, and yearly faculty retreat
• Faculty advisor, Writers' Guild student writing club and workshops

- Coordinate and advise Las Positas Literary Anthology, including contest, and awards ceremony
- Serve on Staff Development committee, Faculty Senate, and hiring committees
- Chair of college Accreditation Committee
- Participant in Teachers Teaching Teachers, faculty retreats for discussion of pedagogical issues and sharing of curriculum

Chabot College

- Advised production of college literary journal *The Chabot Review*
- Interviewed potential adjunct instructors as member of Personnel Committee
- Organized full-time/adjunct workshop for pedagogical and curriculum discussions as member of Staff Development Committee
- Developed and implemented assessment techniques for gaining student feedback as member of Classroom Assessment Techniques Committee
- Served as Adjunct Mentor for newer part-time faculty

PUBLICATIONS

Poetry

Five Kinds of Fences (Drafty Attic Press), *2011*
Madroad: West Coast Writers (Breadline Press), 2011
Spillway, 2011
Tattoo Highway, 2009 ,
Tilt-A-Whirl, 2009
Verse Wisconsin, 2008
Wanderlust Review, 2005
Alehouse, 2003

seedhouse, 2001
Beyond Definition: New Writing from Gay & Lesbian San Francisco (manic d press), 1994
The Walrus , 1994
The Grecourt Review, 1990
The Green Age Review, 1990

Articles

"The Art of Being Fake" *east bay express*, Nov. 11, 2003
"Go Out and Make Some of Your Own" *east bay express*, Mar. 5, 2003
"Punk Prophets -- Where Are They Now?" *east bay express*, Jan. 1, 2003
"Las Hermanas Saleras -- Viva Salsa Chicks!" *east bay express*, Feb. 27, 2002

"First Person Universal: Songwriter Steve Seskin" *Radiance* , Fall 2000
"Folk Diva: The Wit and Wisdom of Odetta" *Radiance* , Winter 1999
"Meat Shakin' On My Bones: Female Body Image in the Blues" *Radiance*, Autumn 1999
"Writing A la Mode"(Review) *inside english*, September 1997
"Pamela's Narrative Palindrome: The Structure of Virtue in Richardson's Novel" *Eighteenth Century Fiction*, June 1996

CONFERENCE PAPERS

"The Absence of Arrival: Elizabeth Bishop and the Geography of the Coastline" Paper given at the Robinson Jeffers Association Conference, Stanford University , May 2002
"The Slivered Screen: Why We Love Fragmentation and Frankenstein " Paper given at Young Rhetoricians' Conference, Monterey, June 1998
"Blindness and Insight in Hamlet and Oedipus" Paper given at the Northern California Renaissance Conference, Oakland, April 1996
"The Key to the Lock: Union and Division in Pope's The Rape of the Lock" Collaborative paper given at Academic Forum, Mills College, Nov. 1995
"The Spectrum of Certainty: Meaning and Writing in the Academy" Paper given at the Northern California Writing Centers Association Conference, Stockton, Ca. Feb. 1995
Presenter, Writer's Harvest Conference, Mills College, May 1994

MEMBERSHIPS

- California Poets in the Schools
- PEN America
- National Council of Teachers of English
- Modern Language Association

LAS POSITAS COLLEGE

Las Positas College GET LIT Literary Arts Festival

PRESS RELEASE

FOR IMMEDIATE RELEASE

APRIL 17, 2022

Contact: Marty Nash
mnash@laspositascollege.edu
Jim Ott
jott@laspositascollege.edu

LAS POSITAS COLLEGE LITERARY ARTS FESTIVAL TO BE HELD IN-PERSON ON SATURDAY, MAY 7, 2022

LIVERMORE, Calif -The first in-person Las Positas College (LPC) Literary Arts Festival will be held Saturday, May 7th, from 9:30 am – 8 pm, featuring internationally-known authors, an Afghan-American master memoirist, a U.S. Army veteran poet, a Hollywood screenwriter, music, food trucks, kids' story times, wine tasting, and more.

The festival will be held on the Las Positas College campus at 3000 Campus Hill Drive, Livermore, in The Mertes Center for the Arts (Building 4000) with some events available on Zoom. The event is free and open to the public but requires masks and proof of Covid-19 vaccination.

Reserve seats through Eventbrite https://www.eventbrite.com/e/las-positas-college-literary-arts-festival-2022-tickets-267852051697.

Panels and workshops include sessions on screenwriting, memoir, poetry slam writing, and the graphic novel; a panel on food & wine writing; a talk with the authors of *Rise: A Pop History of Asian America From the Nineties to Now*; the LPC Poetry Slam; and the publication ceremony for *Havik*, the LPC Journal of Arts & Literature.

"This event is truly special as it allows Las Positas College to showcase the incredible programs we have here while bringing world-class authors and speakers to our festival," said LPC English Professor Martin Nash, one of the founders of the LPC Literary Arts Festival. "This is just the beginning of what we believe will become a successful literary festival for years to come."

Keynote speaker Tamim Ansary is an Afghan-American writer of fiction, memoir, and history. He became famous after 9/11 for a viral email condemning the Taliban but also warning of the dangers of a full-scale war in Afghanistan. He facilitated the SF Writers Workshop for over 20 years, and his work has won the 2010 Northern California Book Award, been selected for San Francisco's One City One Book read, and broadcast on NPR. Ansary also edited and published a group of essays by young Afghans entitled, *Snapshots: This Afghan American Life*

Brian Turner, an award-winning poet and Iraq War veteran, will travel from Florida to make a special appearance at the festival. Turner is the author of award-winning poetry books *Here, Bullet* and *Phantom Noise*. He has also recently published a memoir, *My Life as a Foreign Country*, and will speak on "The Landscape of War: Love and Loss." National Book Award winner Mark Doty says of Turner's work, "In [his] extraordinarily capable hands, language is war's undoing, in the sense that his words won't allow absurdity and terror to be anything less than real."

Reyna Grande, an award-winning and best-selling novelist and memoirist, will be discussing her new book, *A Ballad of Love and Glory*. Her critically acclaimed memoir, *The Distance Between Us*, was a National Book Critics Circle Awards finalist. In that book, Reyna writes about her life before and after coming to the U.S as an undocumented child immigrant.

The festival will also include a screenwriting outline workshop and a discussion about The Art and Craft and Business of Screenwriting, both led by Hollywood screenwriter Paul Guay. Guay's movies have grossed over half a billion dollars. He conceived and co-wrote LIAR, LIAR, at the time of its release the sixth-highest-grossing comedy in history. He co-wrote THE LITTLE RASCALS and HEARTBREAKERS, polished THE NEVERENDING STORY, and co-polished MOUSEHUNT. He teaches at ArtCenter College of Design, where he is the 2019 recipient of the Great Teacher Award.

The festival will close with LPC's 19th annual poetry slam, hosted by the dynamic performance poets Bri and Tri. Poets attending the event can sign up to read their original poems, and a total of $200 in prizes will be awarded to top-scoring poets.

Registration is required. To learn more about the event or to register to attend, visit laspositascollege.edu/literary-festival.

The Las Positas College Literary Arts Festival is generously supported by grants from the Las Positas College Foundation, the City of Livermore Cultural Arts Council, the LPC Student Equity and Achievement Innovation Grant, the LPC AAPI Interest Group, the Milanese Family Gift Fund, the Campus Hill Winery, The Independent (Joan Seppala, publisher), and private donors.

###

Other Festival Activities

Children's Activities

Mertes Center Courtyard
(children must be accompanied by their adults)

Story Time with Pleasanton Library
11:00 - 11:30

Arts & Crafts with Dublin Library
11:45 - 12:45

Story Time with Livermore Library
1:00 - 1:30

Self-Led Campus Art Walks

Music by LPC Jazz Combo

Food & Beverage Trucks

Sweet and Mellow Coffee & Pastries
9:30 - 1:00

Ampuli South Indian Food
10:30 - 2:00

El Gran Taco Loco
11:00 - 2:00

Crazy Empanadas
3:00 - 6:00

22-0063 JLH/KGW

Thank You to Our Sponsors!

Las Positas College Foundation

City of Livermore
Cultural Arts Council

The Independent
(Joan Seppala, publisher)

LPC Student Equity and
Achievement Innovation Grant

Milanese Family Gift Fund

LPC AAPI Interest Group

Campus Hill Winery

Private Donors

LAS POSITAS COLLEGE FOUNDATION

LIVERMORE CALIFORNIA

To register for an event or to donate, please visit LasPositasCollege.edu/Literary-Festival

LAS POSITAS COLLEGE LITERARY ARTS FESTIVAL 2022

Las Positas College GET LIT Literary Arts Festival

EXHIBIT C
EXHIBIT A

Keynote
Life & Times: How Memoir and History Intersect
Tamim Ansary
10:00 - 10:45
Mertes Center Theater

Memoir Master Class
Tamim Ansary
11:00 - 12:15
Rm 4212 2nd floor

In Conversation about *A Ballad of Love and Glory*
Reyna Grande
with Michelle Cruz Gonzales
11:00 - 12:15
Black Box Theater

The Art and Craft and Business of Screenwriting
Paul Guay
11:00 - 12:15
Zoom in Rm 4130

The Landscape of War: Love & Loss
Brian Turner
1:00 - 2:15
Black Box Theater

Four Color Representation: Race and the Graphic Novel
Jaimel Hemphill, Thaddeus Howze, Murphy Milburn, Shawn Taylor
1:00 - 2:15
Rm 4138

Inclusive Characterization: Writing 'the Other' without Stereotypes or Appropriation
Michelle Cruz Gonzales
1:00 - 2:15
Rm 4127

Screenplay Outline Workshop
Paul Guay
1:00 - 2:15
Zoom in Rm 4130

Word of Mouth: Writing about Food & Wine
Gabrielle Myers, Deborah Grossman, Steven Kent Mirassou, Sarah Cain
Rm 4127
2:30 - 4:30
with special guests
Campus Hill Winery's David Everett
& The Cheese Parlor's Brandon Wood

Graphic Novel Workshop: Your Story, Your Way
Jaimel Hemphill, Shawn Taylor
2:30 - 4:00
Rm 4138

Publication & Awards Ceremony for *Havik: The Las Positas College Journal of Arts & Literature*
2:30 - 4:30
Rm 2401 (Building 2400)

Rise: A Pop History of Asian America from the Nineties to Now
Jeff Yang, Phil Yu, Philip Wang
4:45 - 6:00
Zoom in Rm 4130

Poetry Slam Workshop
Bri and Tri of Speak Easy Open Mic
4:45 - 6:00
4127

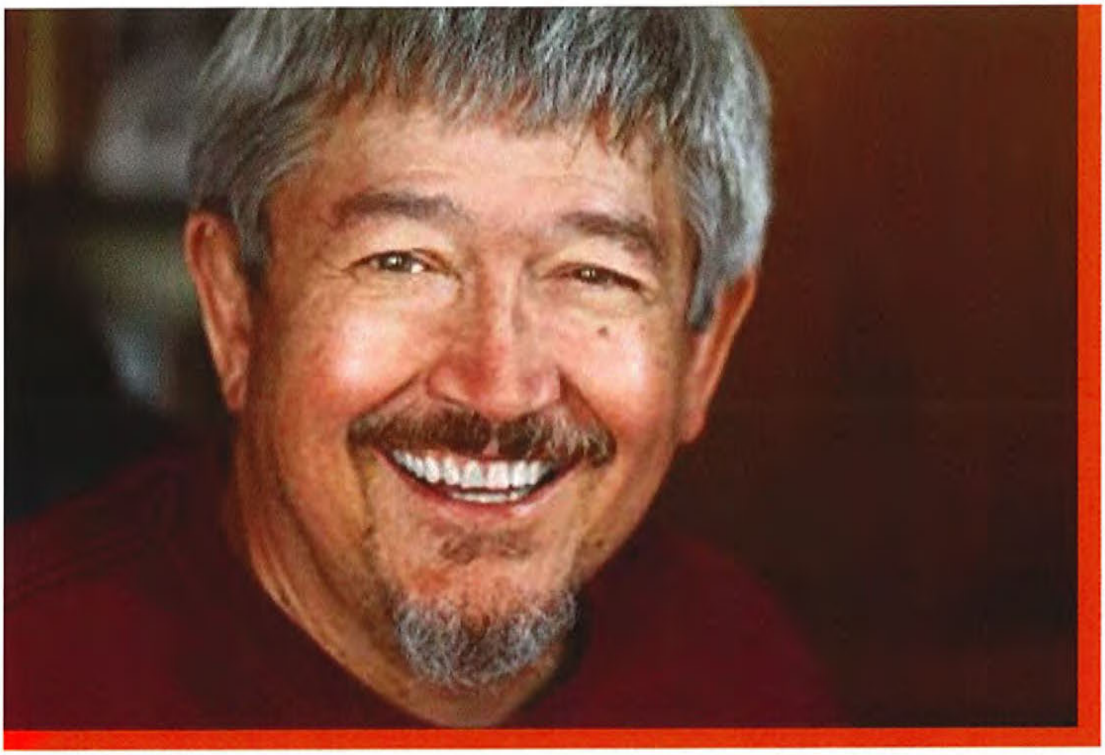
19th Annual LPC Poetry Slam
Bri and Tri of Speak Easy Open Mic
with Toby Bielawski
6:00 - 8:00
Black Box Theater

22-0063 JLH/KGW

EXHIBIT C
EXHIBIT A

EXHIBIT C
EXHIBIT A

338



The Invention of Yesterday: A 50,000 Year History of Human Culture, Conflict, and Connection

---

Games Without Rules: The Often-Interrupted History of Afghanistan

---

West of Kabul, East of New York

Destiny Disrupted: A History of the World Through Islamic Eyes

LAS POSITAS COLLEGE LITERARY ARTS FESTIVAL
KEYNOTE SPEAKER

TAMIM ANSARY

Las Positas College GET LIT Literary Arts Festival

2010 Northern California Book Award

San Francisco One City One Book Selection

SF Writers Workshop facilitator 20+ years

As heard on

The Bill Moyers Show

NewsHour with Jim Lehrer

The Oprah Winfrey Show

Hardball

NPR

Saturday, May 7th
Las Positas College

Registration and Festival Info:
LasPositasCollege.edu/Literary-Festival

Supported in part by a grant from the Las Positas College Foundation, the LPC Student Equity & Achievement Innovation Grant, private donors, and *The Independent*, Joan

LAS POSITAS COLLEGE
LITERARY ARTS FESTIVAL PRESENTS

live and in person!

FOUR COLOR REPRESENTATION

RACE & THE GRAPHIC NOVEL

FEATURING SHAWN TAYLOR, JAIMEL HEMPHILL,
THADDEUS HOWZE, & MURPHY MILBURN



1 PM SATURDAY, MAY 7TH
LAS POSITAS COLLEGE
LIVERMORE, CALIFORNIA

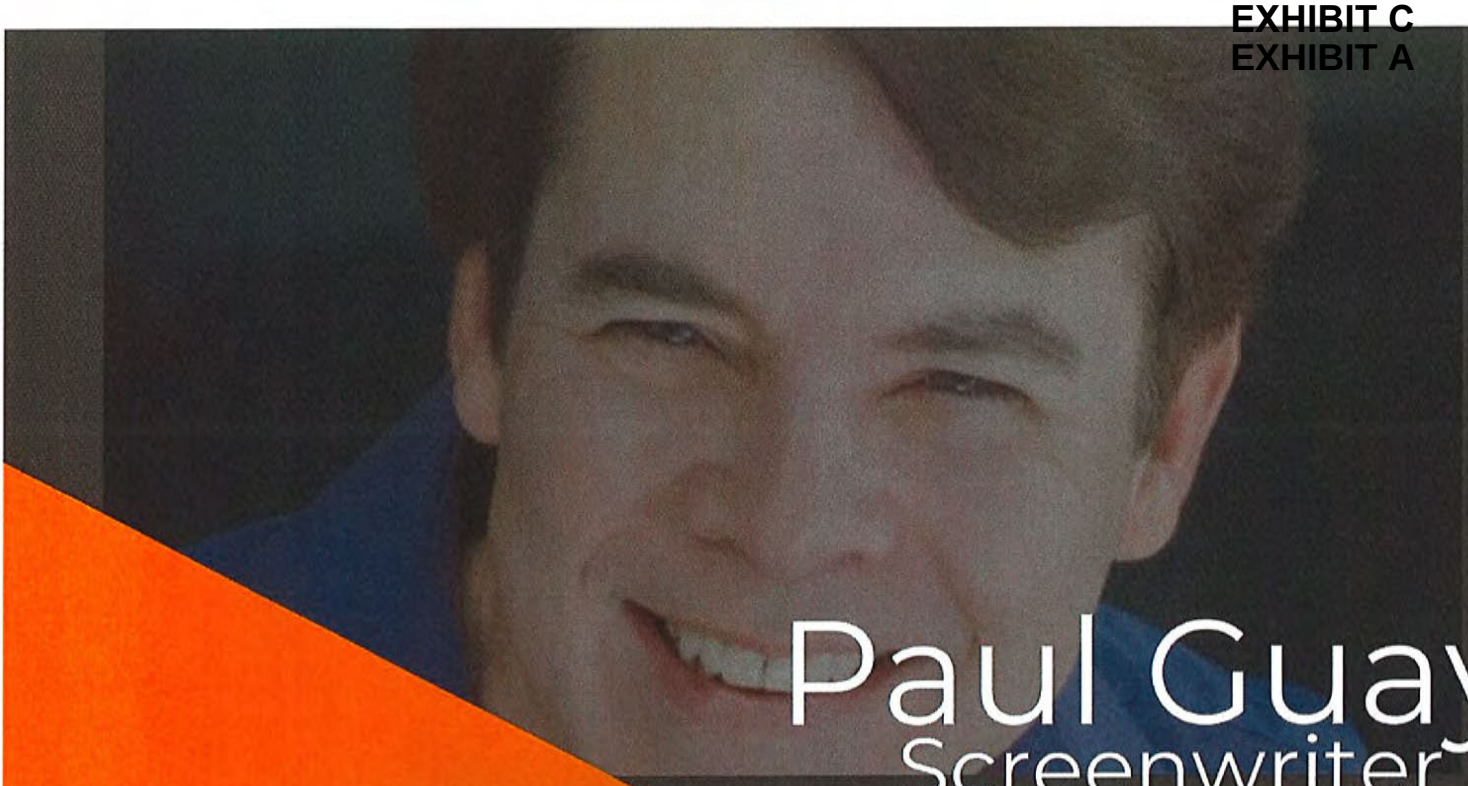
SUPPORTED BY THE LPC STUDENT EQUITY AND ACHIEVEMENT INNOVATION GRANT

LASPOSITASCOLLEGE.EDU/LITERARY-FESTIVAL

Las Positas College GET LIT Literary Arts Festival

22-0063 JLH/KGW

EXHIBIT C
EXHIBIT A



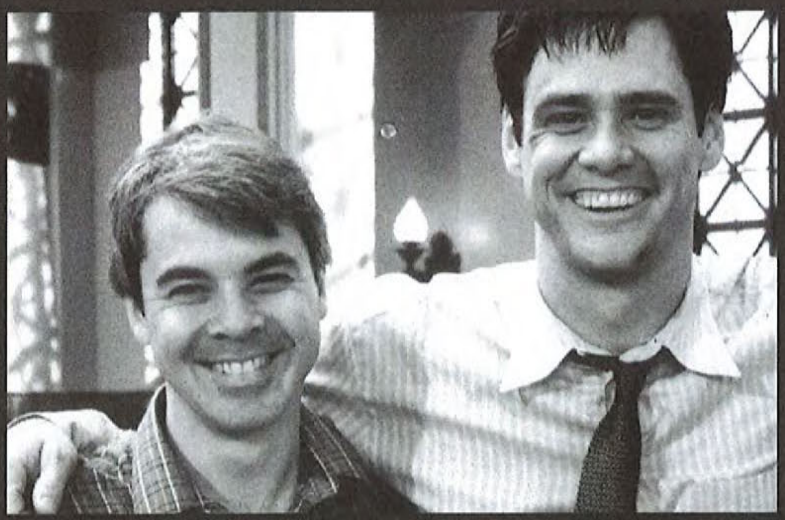
Paul Guay

Screenwriter & Script Consultant

Saturday, May 7th

- The Art and Craft and Business of Screenwriting
  11 AM-12:15 PM PT
- Screenplay Outline Workshop
  1:00-2:15 PM PT

Paul Guay's movies have grossed over half a billion dollars. He conceived and co-wrote LIAR, LIAR, at the time of its release the sixth-highest-grossing comedy in history. He co-wrote THE LITTLE RASCALS and HEARTBREAKERS, polished THE NEVERENDING STORY, and co-polished MOUSE HUNT. He teaches "Screenwriting: What's the Story?" and "Screenwriting: Adventures in Shorts" at ArtCenter College of Design, where he is the 2019 recipient of the Great Teacher Award.



Las Positas College GET LIT Literary Arts Festival

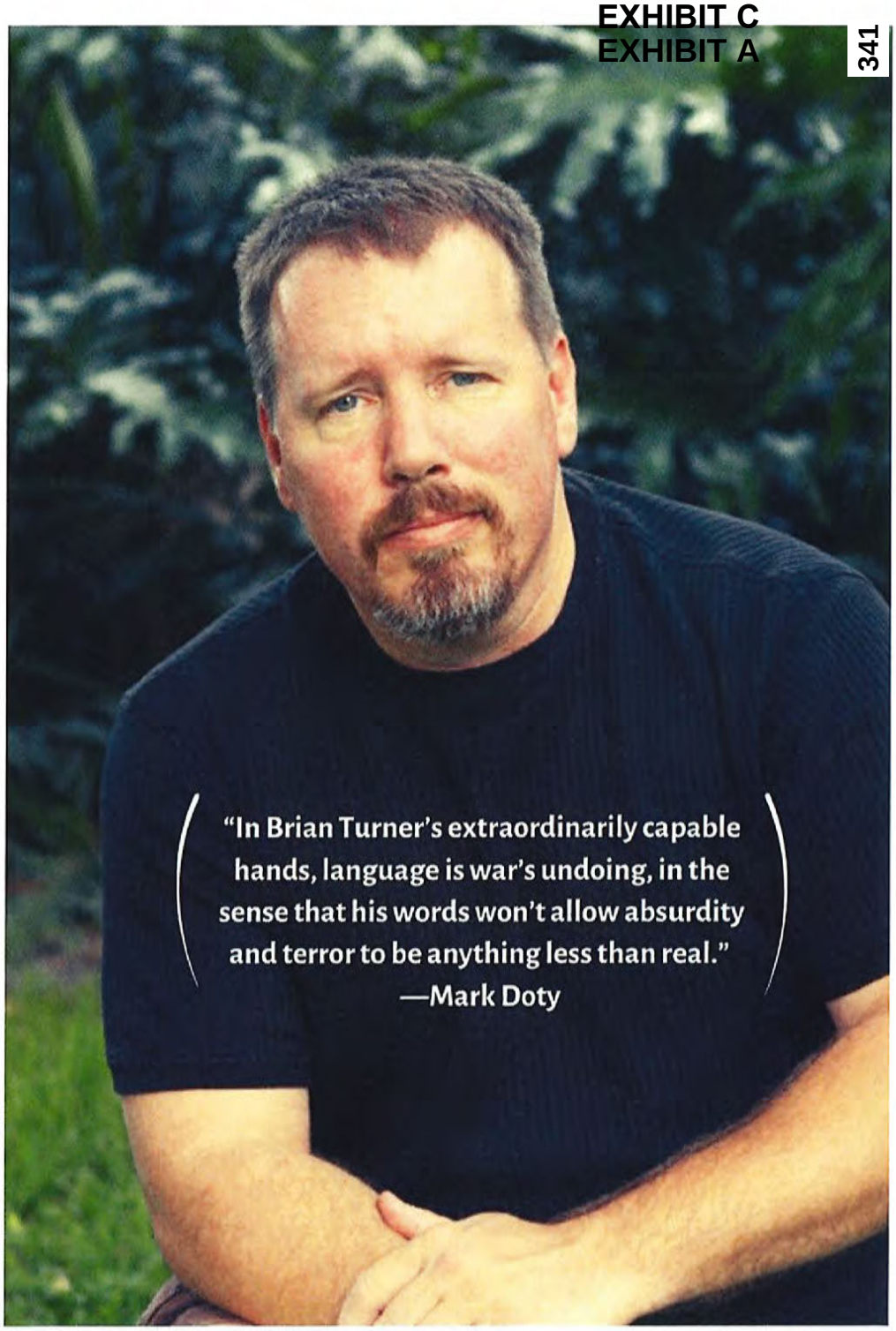
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Author of
Here, Bullet
Beatrice Hawley Award,
NY Times Editor's Choice,
Poet's Prize

Phantom Noise
T.S. Eliot Prize in Poetry
Shortlist

My Life as a
Foreign Country
Powell's Best
Nonfiction List

Brian Turner served seven years in the US Army, including one year as an infantry team leader in Iraq with the 3rd Stryker Brigade Combat Team, 2nd Infantry Division.



LAS POSITAS COLLEGE
LITERARY ARTS FESTIVAL
SPECIAL GUEST

BRIAN TIIRNER

Saturday, May 7th, 1:00 PM
Las Positas College

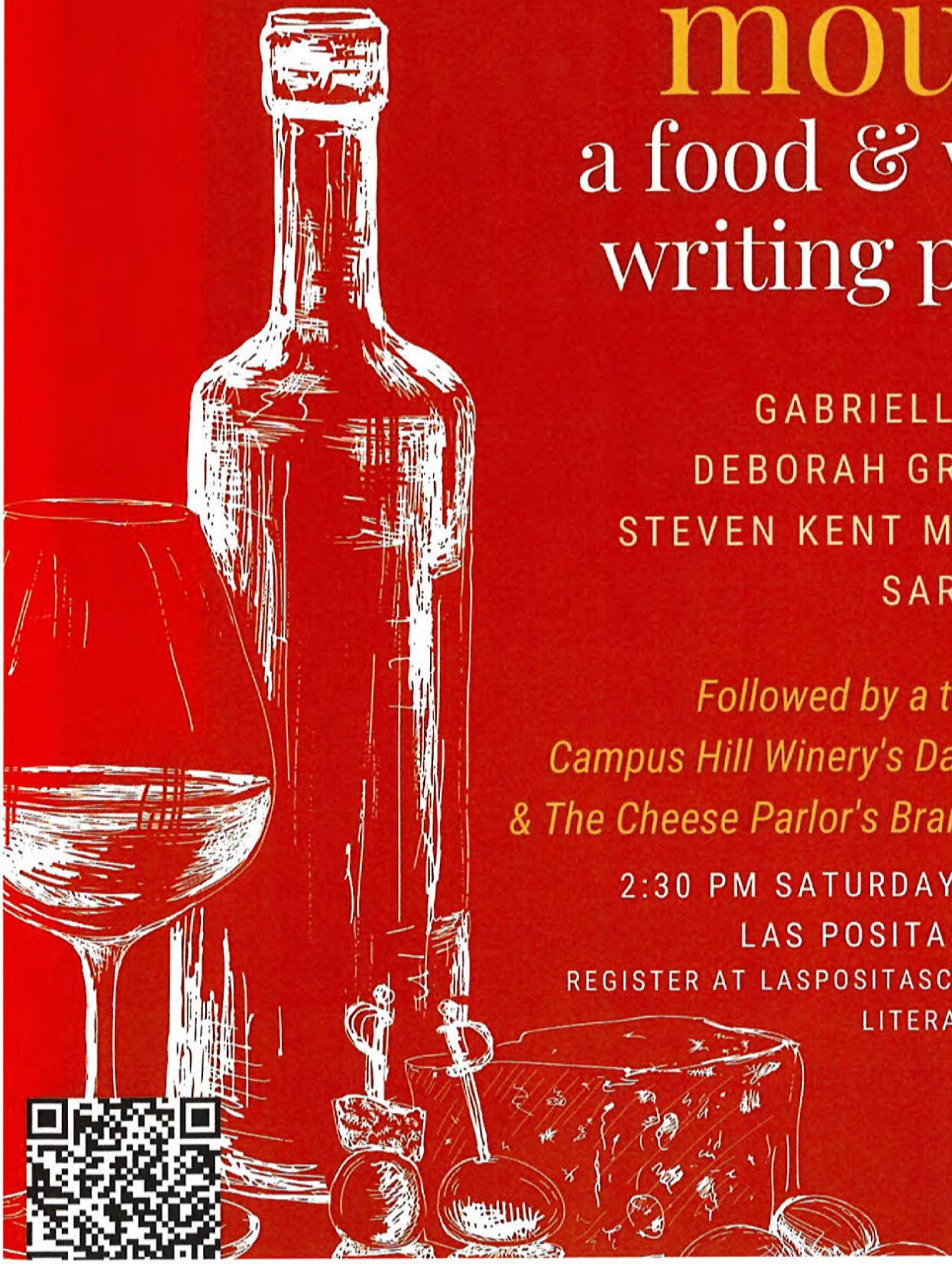
Registration and Info:
LasPositasCollege.edu/
Literary-Festival

Las Positas College GET LIT

LAS POSITAS COLLEGE
LITERARY ARTS FESTIVAL
PRESENTS

word of mouth

a food & wine writing panel



FEATURING

GABRIELLE MYERS

DEBORAH GROSSMAN

STEVEN KENT MIRRASOU

SARAH CAIN

Followed by a tasting with
Campus Hill Winery's David Everett
& The Cheese Parlor's Brandon Wood

2:30 PM SATURDAY, MAY 7TH

LAS POSITAS COLLEGE

REGISTER AT LASPOSITASCOLLEGE.EDU/
LITERARY-FESTIVAL

Las Positas College GET LIT Literary Festival

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,

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.

AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE ART ASSOCIATION FOR FISCAL YEAR 2022-23 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2022, between the City of Livermore, a municipal corporation ("City"), and Livermore Art Association, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to support the 2023 Livermore Art Association Spring Art Show ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities

eligible under the Project and Program Grant Program: Livermore Art Association Spring Art Show to be held on March 30 - April 2, 2023.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* provide funds for rental of Bothwell Arts Center and marketing for the 2023 Livermore Art Association Spring Art Show ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $2,800 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $2,800.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. 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:

City: City of Livermore
Attn: Brandon Cardwell, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Livermore Art Association
Attn: Christine Watters
PO Box 216
Livermore, CA 94551

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state and local laws, statutes, rules and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract 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 Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. **WAIVER**

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between City and Grantee with respect to this Agreement.

XI. **BINDING EFFECT**

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. **COUNTERPARTS**

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore Art Association
a California non-profit corporation
"Grantee"

By: _____ **Dated:** 10/25/2022

PRINT NAME: Christine Watters

TITLE: President

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____ **Dated:** _____

Brandon Cardwell
Innovation and Economic Development Director

APPROVED AS TO FORM:

_____
ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

August 22. 2022

To: The City of Livermore Office of Innovation & Economic Development Staff Liaison
for the Commission for the Arts

1052 South Livermore Avenue, Livermore, California

The Livermore Art Association submits this Grant Project for the Spring Art Show of 2023 scheduled for March 29 to April 2. This show is the top show in Livermore visual arts and the largest show for the organization.

We request a significantly lower amount of Grant as we have developed confidence in our activities and ability to attract artists and audience. We ask $2800 as Grant support. Without support we would lose money in the event.

We very much appreciate the City of Livermore Commission's support for The Spring Art Show in Grants and in support with City of Livermore Commission art awards, and space at City Hall for our winners art.

Some points:

- Our show is open to all and at no cost to visitors
- Last year artist participation was up strongly with big increase in art sales
- Generally, most show expenditures go to other Livermore organizations. We also attract visitors to Livermore.
- A big portion of expenses go to advertising with the city such as the banner space above 4th St.
- The biggest expense goes to the LVPAC and Bothwell to rent the facilities there.
- We also support local business in other expenses
- Much of the advertising is free and reaches throughout the Bay Area and even beyond. We also pay for ads in the Livermore Valley using the Independent newspaper.
- We support the Veteran's Hospital Artists with display yearly

The Livermore Art Association

Christine Watters
Association President

Craig Varden,
Co-Chair, The Spring Art Show
Livermore Art Association

Livermore Art Association
Applicant Name: Livermore Art Association

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☑ 1. Application Checklist (this page).
- ☑ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☑ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☑ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☑ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☑ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☑ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☑ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☑ 9. Resumes/biographies of key project individuals, generally one page each.
- ☑ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☑ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☑ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Authorized Officer's Signature

08/23/2022
Date

Christine Watters
Print Name of Officer signing this form

President
Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

Checklist item #2 – Start Date

The Livermore Art Association Spring Art Show starts end of March 2023. It meets the requirements to be at least two months after the application deadline of September 1.

Checklist Item #3 – Organizational Summary signed by the President

The Livermore Art Association was formed on April 4,1957. It has been a 501(c)(3) non-profit organization since 1972. It currently has 170 members. It is deeply concerned with promoting an interest and understanding of arts and crafts by the general public and encourages the growth and development of the creative talents of its members. The involvement of artists and crafts persons in the organization provides the stimulation and growth of the arts and artists in Livermore.



Christine Watters
President, Livermore Art Association

Checklist Item #4 – List of Current Officers and Board Members

Officers:

All are one-year terms.

- President - Christine Watters
- Vice President – Open
- Secretary – Judy Rice
- Treasurer – Joyce Moulden
- Liaison of Shows – Clark Streeter

Executive Board:

All are one-year terms

- Membership - Georgia Jacobs
- Hospitality - Georgia Jacobs
- Publicity - Craig Varden
- Property - Richard Finn
- Programs & Workshops - open
- Gallery Director & LCAC Liaison - Peggy Kervin

Checklist Item #5 – 501(c)(3) determination letter from IRS

Attached

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248188030
May 27, 2022 LTR 4168C 0
23-7193793 000000 00
00011597
BODC: TE

LIVERMORE ART ASSOCIATION
PO BOX 216
LIVERMORE CA 94551

031550

Employer ID number: 23-7193793
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 18, 2022, about your tax-exempt status.

We issued you a determination letter in September 1972, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

0248188030
May 27, 2022 LTR 4168C 0
23-7193793 000000 00
00011598

LIVERMORE ART ASSOCIATION
PO BOX 216
LIVERMORE CA 94551

time).

Thank you for your cooperation.

Sincerely yours,

Warren R Burton

Warren R. Burton, Operations Mgr
Accounts Management Operations 1

Checklist Item #6 – Application Form

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: August 22, 2022

Amount of Grant Request: $ $2800 Total Project Budget: $ 11,520

Applicant/Organization: Livermore Art Association

Applicant/Organization's Address: PO Box 216
Livermore, CA 94551

Applicant/Organization's Web site: www.livermoreartassociation.org

Preparer's Name and Title: Craig Varden

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Visual Arts

Briefly describe the project or program for which support is requested:

Livermore Art Association Spring Art Show

Number of people intended to reach: Audience: 800 Participants: 130

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: March 30, 2023
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: April 2, 2023

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   See additional pages.

`

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   See additional pages.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   See additional pages.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

   See additional pages.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

   See additional pages.

Application Form – Project and Program Grants ADDITIONAL PAGES

1. Organization's mission and description

The Livermore Art Association (LAA) is a 501(c)(3) non-profit organization founded in 1957 to promote public interest in the fine arts and fine crafts, as well as to encourage artistic progress and the development of its membership. Membership is open to anyone interested in the field of arts and crafts.

Our current membership is 170 members. Shows, The Spring Art Show in particular, are important for growing our membership and engaging our existing members. It gives our members an opportunity to get involved, show and sell their work and make connections with their fellow artists.

The Spring Art Show is our premier showcase event. We include all forms of art, and typically display over 200 pieces. Normally there are 80 participating artists and 600 visitors. We also have tens of volunteers in support. We hope to increase the numbers this year.

We encourage emerging artists, seniors, and young people to join and include a special show of artwork of the Veteran's hospital art group.

Other programs offered; all are open to the public in addition to members:

- Monthly meetings featuring accomplished artists sharing their expertise and methods.
- Art Space, a monthly open studio series
- Art Talk, a monthly get-together to talk about art topics and share work (new)
- Workshops
- Additional shows we host: Art in the Park, Essential Figure Show, Paint Livermore

LAA maintains the Livermore Art Association Gallery at the Carnegie Library.

LAA also participates in local art events hosted by other community organizations such as ArtWalk (LVPAC) and Livermore Downtown Inc's Holiday Market.

LAA provides awards for children's art at the Alameda County Fair, which we have done for many years.

2. Project or program for which we are seeking the grant

LAA's Spring Art Show is the premier showcase for Livermore artists in the year. Visitors come from all over the Bay area to see this art show.

The project has been going on for approximately 65 years (missing 2020 due to COVID) and is a Livermore institution.

The current venue for the show is The Bothwell Arts Center. The rental fee is by far the costliest expense on the budget, which is calculated to be break-even.

The primary need is monetary as LAA artist members participation is broad and energetic. The implementation of the Spring Art Show is done by the LAA's 170 members. The setup and running of the show are all done by volunteers.

The show meets deadlines and is run smoothly by the show coordinating committee and the volunteer artists, which includes site preparation, receiving and hanging of art, hosting and running the show, and take-down.

3. **How will the requested grant be used.**

The grant will be used to achieve break-even finance in the running of this event, now in its 65th year (missed 2020). The Bothwell Arts Center, a facility of Livermore Valley Performing Arts Center, rental is expensive to rent. Facility rental is the expense that has increased significantly though the other components of the budget have remained the same, threatening the show to run in the red.

The show committee has researched alternate facilities and have not been able to identify any affordable alternatives that meet the necessary requirements for such a large show. They either lack the appropriate facilities, have poor location, or are too expensive. We were able to use the Bothwell Arts Center in 2021 due to this grant.

Most of our budget dollars get put back into Livermore. We use local entities like the Independent newspaper, local printer, LVPAC, and with a large advertising expenses going back to the City by using 4th Street banner. (The banner has shown in market research over two years, to be effective.)

4. **Describe how the project specifically addresses one or more of the main strands in the Cultural Arts Master Plan, artsAlive!**

We parallel The Arts Commission artsAlive! Mission. We culturally enhance the City with artworks which are produced through the involvement of the arts community. We run art shows and events and participate in other art shows and Livermore festivals in the City. The Spring Art Show brings in visitors from all over the Bay and this enhances Livermore.

5. **List the individuals or organizations you will be partnering with on this project.**

The Livermore Art Association will draw upon its 170 members for participation and volunteer support to setup the show, run the event and dismantle the show. Normally, the Livermore Mayor or City Commission for the Arts hands out the City of Livermore awards and selects art for display at the Livermore City Hall. We have a well-known art expert judge the presentations ($300). Last year's judge was a former Pixar artist.

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 3500	Art entry fees members
Tuition/Workshop fees	$ 1500	Art entry fees non members
Other:	$ 3700	Art sales
Subtotal: Earned Revenue	**$** 8700	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ n/a	$	$
Grants *(Foundations/Government other than City)*	$ n/a	$	$
City of Livermore *(other than this grant request)*	$ n/a	$	$
Other:	$ n/a	$	$
Subtotal: Contributed Income	**$**	**$**	**$**

Project & Program Grant Amount Requested	**$** 2800
Total Project Support (Revenue + Income + Grant**)**	**$** 11,500

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$ 600	Musicians
Production	$ 1730	Art Awards
Administrative	$ 300	Judge
Other: *(describe in Notes)*	$ 400	Food, supplies
Subtotal: Personnel	**$** 3030	

General	**Amount**	**Notes**
Venue Rental	$ 3500	Bothwell rental
Materials and Supplies	$ 180	Hardware, Office supplies
Marketing and Promotion	$ 1750	Advertising
Transportation	$ 100	Truck rental
Insurance	$ 0	
Other: *(describe in Notes)*	$ 2960	Payments to artist for sales
Subtotal: General	**$** 8490	

Total Project Expenses (Personnel + General)	**$** 11,520
Project Surplus (Loss) (*Total Support minus Total Expense*)	**$** (20)

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Art Entry Fee	Fees for entering the show paid by the artists	$ 5000
Art Sales		$ 3700
		$
		$
		$
		$

Requested Grant Amount: $ 2800

Cash Match Amount: $ 8700

In-kind Match Amount: $

Checklist Item #7 – Notes to the Project Budget and a detailed list of In-Kind contributions

Budget Deficit

The show budget is conservative estimates based on past shows and other considerations such as inflation. The following factors are ways in which the loss can be covered:

- Investigate ways to lower Bothwell rental costs in upcoming negotiations with LVPAC.
- Work for increased art sales with our 20% commission attached.
- Attract more artists to enter the show thus increasing the income from entry fees. (Entry fees were already increased for 2022.)

If in the end the deficit remains, LAA would need to make it up with sales at the Livermore Art Association Gallery located at the Carnegie library.

Income

Art Entry Fees	Estimate based on history. Fees are charge for each art piece entered into the show.
Art Sales	This is the total sales of artwork and art objects in the sales area. 80% of sales money goes to the artist, 20% is LAA commission.

In-kind Contributions

None

Expenses

Musicians	Entertainment by local musicians for the award reception. The reception is historically attended by members of the Livermore Commission for the Arts, the artists and general public.
Artist Awards	Awards to artists who achieve prizes in art categories (per judge). This is a key attraction to the artists submitting and paying the entry fees (see Income).
Bank Charges	Fees paid for payment processing
Food, Supplies	General supplies for painting and displays for setup. Food for volunteer lunches for setup and take down, and food for award reception. Type of food for reception is dependent on public health considerations and will be determined closer to the event.
Bothwell Rental	This is the current expenses for four days rent of the Bothwell from LVPAC. Two days for setup and two days for the show.
Payments to Artists	This is the artist portion of the sales. 80% of sales money is paid to the artist, 20% is LAA commission.

Advertising	For Livermore Valley advertising space such as the Independent, color postcards and poster advertising for shops and art centers located around the Tri-Valley and the greater Bay area.
Insurance	This is for coverage at the event and in cases of loss or damage to art.
Security	Security is now required by LVPAC for the awards ceremony.
Judge	Honorarium for the judge. An accomplished judge is brought in to award the best art in show.

Checklist Item #8 – List of key project individuals

Spring Art Show Chair	Christine McCall	Oversees full operation of the Spring Art Show
Spring Art Show Co-Chair	Craig Varden	Prepares the Commission Grant Application and implements the marketing and publicity for the show
Spring Art Show Co-Chair	Helen Harrison	Organizes the sales operation and general support for the Show
Spring Art Show Hospitality	Diane Rodriguez	Coordinates the food and reception
President, Livermore Art Association	Christine Watters	Oversees all the operations for LAA
LAA Liaison of Shows	Clark Streeter	Form LAA President oversees the shows.

Checklist Item #9 – Resumes/biographies of key project individuals

Attached

Christine McCall – Spring Art Show Chair

COO The Last Factory

Kaleidoscope Clock Artist

Web Designer for Livermore businesses and non-profits

I was born and raised in Ohio, and attended Miami University to obtain a B.S. in Systems Analysis. I moved to Livermore over 15 years ago when my husband started working at LLNL. After a 20 year career in software engineering, I joined LAA in 2008. I became Publicity Chair, which evolved into maintaining the organization website. I moved into the field of website design,and created sits for many local businesses and non-profits. I also taught artists how to set up their own websites on a budget. Due to my artistic style, I became known around town as the “Kaleidoscope Lady”. My artworks are based on the historic buildings and clocks of Livermore. I sold these prints at the local gift shop in Blacksmith Square as well as the Carnegie Art Gallery.

In 2012 I joined The Last Factory, a Livermore business with a 40-year history, as the new webmaster. The job grew in responsibility as I learned every aspect of the company until I was able to manage it for the owner. I am now COO of the company.

Craig B. Varden – Spring Art Show Co-Chair

Born: New York, New York

Education: Denison University, Ohio; BA History

Education: Columbia University, New York, NY; MBA Marketing-Finance

Lived: England, Italy, Ethiopia, Eritrea, Mexico, Philippines, Indonesia, Taiwan, China, Singapore

Military: US Navy Enlisted / Officer Candidate School / Lieutenant

Career:

- Sterling Drug International / New York/ Philippines / Indonesia / Taiwan ROC / General Manager
- Getz Bro International (Distributor) / Singapore / Managing Director
- H. Warta Transmarco (Photo – TV equipment) / Singapore / General Manager
- SciClone Pharmaceuticals International / Singapore / Pacific Rim Managing Director

Livermore Connections: Resident ten years / Graduate “Key to the City” program

Art Connections: Member of the Livermore Art Association for 7 years. Active in meetings and Spring Art Show. Photographer with sales in many countries. Member for 46 years in SuperStock Photgraphic Agency and three others in New York and Hong Kong.

Helen Harrison - Spring Art Show Co-Chair

Although most of my schooling and informative years were spent in Las Vegas, NV, I have lived in various parts of California most of my life. Currently, I live in Tracy and have been here for 31 years. I joined the Livermore Art Association 9 years ago. I was a member of the Livermore Art Association Gallery for about the same amount of time.

I make jewelry. My style is beading with gemstones. Friends invited me to a bead show and I have been hooked ever since.

This will be my second time to help with the Spring Art Show. My plan is to help with this show for years to come.

Diane Rodriguez – Spring Art Show Food and Reception

Born and raised in the Bay Area and a Livermore valley resident for forty-seven years with ties to the community when my great-grandparents moved here in the middle 1880s.

I graduated *Cum Laude* from Bay Area State University at Hayward with a degree in Art Education. I have given private art lessons to the member of the Valley community.

Currently, I was the Membership chair for the Livermore Art Association for 22 years and the Pleasanton Art League for 18 years.

I have co-chaired the Spring Art Show for many years and have chaired the receiving and receptions.

Christine Watters – President, Livermore Art Association

Textile and Mixed Media Artist

LAA Webmaster and tech support
Programs Chair for 4 years
President for 1 year

Raised in Vancouver BC and Kingston Ontario and attended Queen's University in Kingston, graduating with Bachelor of Science, Honors degree in Biology. Worked in biotech, pharmaceutical, and vaccines for 15 years. In 2016 moved with my husband and daughter to Pleasanton and to Livermore in 2017.

I joined LAA and was invited to take over Programs by the then Programs chair Marge Haggin, who mentored me for the first year. Over the last 5 years on the board I have progressively been getting more involved. During the pandemic I worked collaboratively with a small team from LAA, PAL and DAC to provide programming for the three organizations. I worked on the New Dawn online show in 2021, a first for LAA, where I designed and managed the submission process and website. In January 2022 I took over the role of President for LAA.

I have always worked with textiles, started at the age of 10 when I made my first quilt. I fell in love with textile arts in the mid 1990's and have worked in it for the last 20+ years. I like to use textiles in unconventional ways, combining different media and techniques to produce stitched paintings and sculptural pieces.

Clark Streeter – Liaison of Shows, Past-President of LAA

I have lived in California my entire (so far) life. Born in Yuba City, grew up in Sacramento. After attending Junior College for 3 years, I transferred to Stanford from which I graduated with a BA in Philosophy in 1962. I worked in Aerospace (Aerojet General, Lockheed) until I joined LLNL in 1964. I programmed supercomputers for 36 years, until I retired in 2000.

Many of my ancestors moved to California in the mid 1800's either by wagon train (farming) or ship (gold).

I did some painting and drawing in my youth. Later, I designed a number of stage sets. In 1985, I decided to take up photography. I started with a medium format camera (Mamiya 220) and my own darkroom. Now, of course, it is all digital.

Checklist Item #10 – Organizational publications/materials

Responding to the Commission we have made a strong effort to advertise the Grant funds that are given to support LAA. We show the logo of Livermore plus the words “Supported in part by a grant from the City of Livermore Commissions for the Arts.”

THE Independent

Thursday, MAY 5, 2022

Your Local News Source Since 1963

SERVING DUBLIN, LIVERMORE, PLEASANTON, SUNOL

VOLUME LIX, NUMBER 18

wine tasting, live African drumming, and "stories from the field" with special guests Richard Mabala and Theopista Charles Seuya.

empowerment.

A graduate of the University of Bristol in Great Britian, Seuya is the foundation's country director for Tanzania.

Axis Community Health Names Liz Perez-Howe as its Nev

Liz Perez-Howe, chief operating officer for Axis Community Health, will become chief executive officer on June 4, following the

Southeastern U holds a master professional cer Georgia State U

"We are extr

TRI-VALLEY CALENDAR OF EVENTS

Now to May 31
Celebration of

their 15th anniversary fundraising

Wednesday, May 11 to Thurs-

2 The Independent • MAY 12, 2022

Sunday, May 15
Pathways to Peach at Asbury United Methodist Church

Asbury United Methodist Church and Livermore Indivisible are co-sponsoring a public forum entitled, "Pathways to Peace: Are Nuclear Weapons Necessary Today?" Dr. George Miller, Dr. Ron Lehman, Fr. George Griener, and Rev. Joanna Shenk will speak on nuclear deterrence, nuclear arms reduction, just war theory, and religious pacifism. This free forum will be in-person at Asbury United Methodist Church, 4743 East Ave., in Livermore, from 4 to 5:30 p.m., with refreshments to follow. Watch the livestream at bit.ly/3vAQaKU, and register at tinyurl.com/yc7s222

Wednesday, May 18
Tri-Valley Spring Job Fair

Are you looking for a new job? Are you making a change in your career? Then join the Tri-Valley Career Center, from 3 to 6 p.m., and meet, in-person, dozens of local employers looking for great employees. Please continue to check their website for updates and job board for additional job postings. Additionally, some employers are highlighted in their spotlight

The Magnificent Grasshopper by Jake Edwards was one of the unique items on display during the Livermore Art Association's Spring Art Show at the Bothwell Center on May 7 and 8. *[See photo gallery at www.independentnews.com/multimedia]* (Photo - Doug Jorgensen)

offer diversity through all four

registration

is still open for walkers. event

at valleyconcertchorale.org or

This Weekend!

SPRING ART SHOW AT THE BOTHWELL

MAY 7 & 8, 2022

Open 10 am - 4 pm, Reception Sunday 2:30 - 4

Supported in part by a grant from the City of Livermore Commission for the Arts

LIVERMORE ARTS

LIVERMORE BANKHEAD @ BOTHWELL

Supported in part by Livermore Arts

Independent Spring Art Show Ad, photo, calendar



(top left) Postacards distributed around Tri-Valley and (bottom right) Spring Art Show Program



Poster used in Tri-Valley and on Livermore City Kiosks

Checklist Item #11 – Independently generated published materials

The Independent Article attached

Photos of Late Spring Art Show 2022 attached

EXHIBIT D
EXHIBIT A

FEATURED

Livermore Art Association's Spring Art Show Captivates Audiences

Photo - Doug Jorgensen
May 14, 2022

The Magnificent Grasshopper by Jake Edwards was one of the unique items on display during the Livermore Art Association's Spring Art Show at the Bothwell Center on May 7 and 8.

1 of 11



The Magnificent Grasshopper by Jake Edwards was one of the unique items on display during the Livermore Art Association's Spring Art Show at the Bothwell Center on May 7 and 8.

Photos - Doug Jorgensen

Square

Buy Square

22-0062 JLH/KCM



Veterans Hospital Art Section



Award winner



Audience at the Spring Art Show



Show is highly dependent on our teams of volunteers



Art that attracts



Gift Shop is an attraction



Photography award, first recipient here of the Walter Davies Award in memory of our friend and former LAA President



Is a multi media visual art show



City awards announced



Best of show winner in miniature art

Checklist Item #12 – Other work samples

Livermore Art Association has a Livermore business permit #2006251

Attached is our current marketing plan.

LIVERMORE ART ASSOCIATION

SPRING SHOW 2023

Sixty-Fifth Year

MARKETING PLAN

Craig Varden

Co-Chair Livermore Art Association Spring Art Show

LIVERMORE ART ASSOCIATION

BACKGROUND

The Livermore Art Association has put on the Spring Show for 65 years and it is the premier show of the group. Artists come from all over the Bay area to see the show and enjoy Livermore. The show itself is free to visitors. There are art and art object for sale in the shop and the art shown is for sale as well. The Association takes a commission on each to help fund the show.

MARKETING OBJECTIVE

To increase the visitors to the show from 600 (2019) to more than 700 this show . This will possibly increase art sales an income component for the show as well as support Livermore with added visitors.

To attract artist visitors to Livermore Spring Art show from over the Bay area and beyond.

To enlist Livermore artists to bring friends and relatives to the show via organization “Portfolio” Publication.

TARGET MARKET

Participating artists: Other area Artists, Photographers and art visitors as reached by press and Art – Photography groups LAA Email lists. The object is to increase artist participation. The past average is 80 artists participating.

Walk in audience: Senior Centers, religious groups, general public as reached through advertising and email lists we hold. The point is to get more audience and perhaps buyers of art.

Attract friends and relatives of Livermore artist

POSITIONING

Something exciting to do on the weekend of April 1-2, 2023. The show is a premier event with fine arts and things to do in the valley.

ADVERTISING / MARKETING TOOLS

Press release two and one week before show to all Bay area Newspapers and Magazines in the target group.

LIVERMORE ART ASSOCIATION

Liaison with Bay area art organizations by email. We now have list of interested artists and art groups in towns around the valley near towns and beyond. The number of emails addresses is over 400.

Livermore 4th Avenue banner. (rent the space from the City of Livermore)

Create show artwork to be used across all promotions.

Dedicated page on LAA website for registration and show information.

Promote on LAA's social media accounts (IG, FB). Set up hash tag for event that can be used by participating artists for promoting their involvement on social media.

"Invite Friends" Program where Livermore Artists are encouraged to bring in relatives and friends to the show.

Show hand out during the event acknowledging sponsors, participants and winners.

TIMING

Show is April 1-2, 2023. Send out Press Release March 5, 2023.

Further develop full list of art associations in Bay area. Correct current email lists were rejected and sent back in 4th Q current year.

Call for Artists in February and March.

March 1 and March 15, 2023 send out two communications waves to Bay area art groups.

Place Banner at 4rd street in March 2023.

Ask Livermore Artists to be sure to invite friends and family to the show. Place in the "Portfolio" publication the run before the show.

MARKETING THEMES

A great weekend of art, eating, wine and shopping.

Enjoy the Livermore Spring Art show and enjoy Livermore this weekend including the downtown restaurants, 50 Wineries, and the biggest shopping outlet in the Bay area.

TARGET MEDIA

Newspaper Magazines

The Independent

LIVERMORE ART ASSOCIATION

San Francisco Chronical

East Bay Times

Pleasanton Weekly

Tracy Press

SFWeekly

On Line Nets

LAA & PAL Constant Contact (member email list)

Portfolio for PAL and LAA members (newsletter)

LAA's Instagram and Facebook

Next Door

Visit TriValley

Patch

Diablo Magazine

Independent

Area Radio stations with nets

LCAC web and LCAC art members' web

Livermore Downtown Inc website calendar

Websites and "about town" lists for local art groups (Pleasanton, Dublin, Freemont, Tracy)

Poster / Postcards

Livermore 30 locations

Dublin 3 locations

Pleasanton 10 locations

San Ramon 1 location (to develop more in 4th Q 2022)

Radio

Three stations in near area

LIVERMORE ART ASSOCIATION

Email Lists

30 minute (driving) zone art groups

60 minute zone art groups

Over 60 minute zone art groups

60 minutes zone photography groups

Spring Show sign in lists from previous years

Members of Livermore Art Association

College art department teachers within 30 minutes

Art groups in Quilting, metal arts, sculpture, ceramics, wood.

Special lists Bankhead Photography, Celebrate women list

Previous Spring Show Lists

CITY OF LIVERMORE FACILITIES

Arrange for banner on 4th street through City in March

Produce special posters and arrange for posters on City kiosks

To see if we can get City web calendar spot

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,

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.

LIVERMORE
CALIFORNIA

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

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

SUBJECT: Resolutions approving revisions to the City Council's Rules of Procedure and the City Council's Norms, Values and Principles of Governance.

RECOMMENDED ACTION

The City Council Subcommittee recommends the City Council adopt resolutions approving the revisions to the City Council's Rules of Procedure and the City Council's Norms, Values, and Principles of Governance.

SUMMARY

At their October 24, 2022 meeting, the City Council discussed and provided direction on revisions to the City Council's Rules of Procedure and the City Council's Norms, Values and Principles of Governance proposed by the Council Subcommittee consisting of Mayor Woerner and Council Member Carling. At the meeting a few additional revisions were proposed, and the documents are now ready for final review.

DISCUSSION

Mayor Woerner and Council Member Carling comprised the Council Subcommittee reviewing the City Council's Rules of Procedure and the City Council's Norms, Values and Principles of Governance. The Council Subcommittee discussed their proposed revisions with the City Council at their October 24, 2022, meeting. At that meeting a few additional revisions were discussed and those have been incorporated into the final versions attached to this report, along with direction for the consideration of additional amendments for future revisions.

Revisions to both documents center around promoting transparent communication, mutual respect and appreciation, clarifying roles and responsibilities, refining City Council meeting structure, and refining City Council agenda development.

The Council Subcommittee recommends the City Council adopt resolutions approving the City Council's Rules of Procedure and the City Council's Norms, Values and Principles of Governance.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with this item.

ATTACHMENTS

1. Redline Changes to Draft Rules
2. Resolution - Adopting Revised Norms
3. Exhibit A - Norms, Values and Principles of Governance
4. Resolution - Adopting Revised Rules
5. Exhibit A - Rules of Procedure

Prepared by: Christine Martin
Assistant City Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

CITY COUNCIL MEETING

RULES OF PROCEDURE

1. Authority

These rules of procedure are established for the effective and fair conduct of City Council meetings and to help promote public confidence in the integrity of local government. By adopting these rules, the City Council intends to balance a policy of full and free public action and debate with a need to manage its meetings effectively. [36813[1]].

The rules also include expectations for the appointments to the City's advisory bodies and their conduct consistent with these rules, and the Mayor's assignment of the Council Member's offices and seats on the dais.

2. Purpose

The purpose of these rules is to document the City Council's accepted practices and to clarify expectations by establishing guidelines for the orderly, consistent, and fair conduct of the City Council's business.

These rules of procedure are intended to help implement, but do not limit or supersede, the state and local laws that govern the requirements and responsibilities for the City Council's meetings. Those laws include, but are not limited to, the California Constitution, the Brown Act, the Political Reform Act, the Livermore Municipal Code, and the Livermore Development Code.

These rules of procedure are not intended to limit the inherent power or the general legal authority of the City Council, and failure to follow these rules will not invalidate a City Council action. [*City of Pasadena v. Paine, (1954) 126 Cal.App.2d 93].*

3. Rules of Parliamentary Procedure

The City Council has adopted *Rosenberg's Rules of Order, Revised 2011*, as its rules of parliamentary procedure. In the event of a conflict between *Rosenberg's Rules of Order* and these rules of procedure, these rules of procedure shall control.

4. Applicability

These rules of procedure apply to the preparation, posting, and distribution of the agendas for City Council meetings. They also relate to the orderly discussion of items and the City Council's voting procedures to take formal action or provide direction to staff. Lastly, they relate to respective powers for the Mayor and Council Members.

[1] All citations are to the California Government Code unless otherwise noted.

5. Presiding Officer

The Mayor is the presiding officer for each meeting of the City Council that the Mayor attends. In the Mayor's absence, the Vice Mayor shall be the presiding officer for the meeting when the Vice Mayor is present. In the absence of both the Mayor and the Vice Mayor, the Council Members present at the meeting shall select a presiding officer. [36802].

The presiding officer shall have the Mayor's duties and responsibilities for conducting City Council meetings.

6. Mayoral Duties and Responsibilities

The Mayor is directly elected at-large for a two-year term in November of each even-numbered year. The Mayor is a member of the City Council and has all the powers of a Council Member, except when exercising his or her unique mayoral duties. The Mayor enjoys, and shall not be deprived of, any rights and privileges as a Council Member. Additionally, the Mayor shall have all the powers and duties of an elective Mayor as provided by statute including. [34903, 36803; LMC 2.04.020; 81 Ops.Cal.Atty.Gen. 75 (1998)].

6.1 Appointment of Vice Mayor and Vice Mayor Duties and Responsibilities

The City Council has the statutory power to appoint a Council Member as mayor pro tempore, which is the position titled Vice Mayor in Livermore. [34905, 36801].

The Vice Mayor shall be selected for a one-year term and shall be selected at the meeting certifying the election results in each even-numbered year and in December of each odd-numbered year. The Vice Mayor shall have all the powers and duties of a mayor pro tempore as provided by statute. The Council Member selected as Vice Mayor typically rotates among the Council Members.

If the Mayor is absent or unable to act, the Vice Mayor shall then serve for the Mayor, and shall have all of the powers and duties of the Mayor until such time as the Mayor returns or is again able to act. [34905, 36801].

6.2 Reserved

6.3 Seats on the Dais

The Mayor shall sit at the center of the dais for all City Council meetings. If the Mayor is absent, the presiding officer shall sit at the center of the dais.

In December of each year, the Mayor shall assign the seats for the Vice Mayor and the Council Members on the dais. The Mayor should ask Council Members if they have any special needs that should be accommodated before making the assignments.

6.4 Council Member Rooms

The Mayor shall have use of office 216 at City Hall, or such other designation as that office may be given.

In December of each even-numbered year, the Mayor shall assign the use of rooms 218, 219, 220, and 222, or such other designation as those rooms may be given, to the Vice Mayor and the Council Members. Once assigned for use, each Council Member has the right to stay in a room they are occupying. The Mayor and each Council Member shall vacate their assigned rooms within two weeks of the date their respective terms of office expire.

6.5 Conducting Meetings

The Mayor's duties and responsibilities for conducting City Council meetings as the presiding officer are as follows:

6.5.1 Call to Order

The Mayor shall call the meeting to order at the appointed time. If both the Mayor and the Vice Mayor are absent, then the City Clerk shall call the meeting to order and the Council Members present shall then select a presiding officer for that meeting who shall have the Mayor's duties and responsibilities for conducting the meeting.

6.5.2 Preservation of Order

The Mayor shall preserve strict order and decorum, and shall discourage personal, verbal attacks on Council Members, staff, and/or the public, but shall not prohibit criticisms of the policies, procedures, programs, or services of the City, or of the acts or omissions of the City Council or members of the City staff. The Mayor shall confine debate to the item under discussion. [36813, 38638, 54954.3, 54957.9].

6.5.3 Questions of Parliamentary Procedure

The Mayor shall determine all questions of parliamentary procedure in consultation with the City Attorney and City Manager.

6.5.4 Reordering of Agenda

The Mayor may reorder the items on the agenda for a noticed meeting to accommodate members of the public who wish to speak on an agenda item that would otherwise be considered by the City Council later in the meeting. The Mayor shall announce the reorder prior to calling members of the public to speak during open forum.

6.5.5 Motion to Be Stated

The Mayor shall state all motions submitted for a vote by the City Council and announce the result of the vote and identify the no votes and any Council Members that abstained or recused themselves from the vote. A roll call vote shall be taken for all teleconferenced and hybrid meetings and taken upon the request of any Council Member. No action shall be taken by secret ballot, but electronic tabulation may be used to record and report roll call votes. [54953(b)(2) and (c)(2)].

7. General Rules – City Council Meetings

The City Council endorses, and agrees to comply with, the Brown Act. In the event of a conflict between the Brown Act and these rules of procedure, the Brown Act shall control. [54950 *et seq*., 54953].

City Council meetings shall be open to the public, but the public shall be excluded from closed sessions as authorized by state law. [54953(a), 54957].

City Council meetings, except for closed sessions, shall be open to the media. The media shall be excluded from closed sessions as authorized by state law. [54953, 54953.5, 54957, 54957.9].

City Council meetings may be recorded by the public and the media, provided such recordings do not interfere with orderly conduct of the meetings and do not constitute a persistent disruption of the proceedings.

7.1 City Council Meeting Schedule

Each July, the City Council shall approve and thereafter follow an annual calendar for its regular meetings in the upcoming year. The annual calendar shall also identify dates for anticipated special meeting workshops. [36805]. When scheduling meeting dates, care should be taken to avoid conflicts with national holidays or dates that would preclude participation by members of the public due to religious or other observances.

7.2 Quorum

The presence of three Council Members shall constitute a quorum of the City Council necessary to transact business at a meeting. In the event a quorum is not in attendance, those attending the meeting will be named in the minutes, and they shall adjourn the meeting to a set date, time, and location. If all Council Members are absent, the City Clerk shall adjourn the meeting to a set date, time, and location. [36810, 36811].

7.3 Absences

7.3.1 Absence and Compelling Attendance

Council Members who are unable to attend a City Council meeting must request that the Mayor recognize the absence as excused. The purpose of an excused absence is not to relieve Council Members of their responsibility to be present, but is intended to provide the Mayor with an opportunity to ensure an absence is reasonable and to impress upon the Council Member, where necessary, the importance of regular attendance. The minutes shall note whether a Council Member's absence is excused. If a Council Member is repeatedly absent, the City Council may adjourn from day-to-day to compel the absent Council Member's attendance under the penalties prescribed by State law. [36513, 36810, 36813].

7.3.2 Absentee Participation

If a Council Member wants to participate remotely in a meeting, the appropriate way to participate is through a teleconferenced or hybrid meeting as provided for in section 7.4.6. Absent Council Members are discouraged from communicating their opinions on agenda items to staff or other Council Members to present at the Council Meeting on behalf of the absent Council Member.

7.4 Types of Meetings

7.4.1 Regular Meetings

The City Council shall meet in the Civic Center Meeting Hall for all regular City Council meetings. The regular meetings shall begin at 7:00 p.m. on the second and fourth Monday of each month, unless otherwise specified by posted notice. If the meeting date falls on a legal holiday, the City Council shall meet at a date and time designated by the City Council. Regular meetings with closed session items may begin at 6:00 or 6:30 p.m. depending upon the number and complexity of the matters to be discussed. [36805, 54954; LMC 2.06.030].

7.4.2 Special Meetings

Special meetings may be called by the Mayor, the City Manager, the City Attorney, or by a majority of Council Members consistent with applicable laws. The call and notice for a special meeting must specify the items to be considered and the date, time, and location for the meeting. [36807, 54956(a)].

The City Council may take final action at a special meeting that is not a workshop.

7.4.3 Special Meeting Workshops

The City Council may meet informally in special meetings designated as workshops that are called by the Mayor, the City Manager, or by a majority of Council Members. Workshops are special meetings intended for training purposes such as ethics training, sexual harassment prevention and education, and specific

technical subjects such as land use. Special meeting workshops are also intended for the City Council to work with staff to develop administrative items such as the budget and City Council goals and priorities, for the City Council to receive public input on matters of community wide concern, and for similar activities.

Workshops are open to the public and are meetings for purposes of the Brown Act. The City Council may provide direction, but unlike other special meetings the City Council may not take a final action at a workshop. [54956].

7.4.4 Closed Session Meetings

Closed sessions may only be held as authorized by state law and shall be held in accordance with the provisions of the Brown Act. The closed sessions may precede or follow a regular meeting or be called as a special meeting. In addition to the provisions in Section 7.4.2 *Special Meetings*, the City Attorney or City Manager may call and notice closed session meetings as special meetings. [54954.5, 54956.5, 54956.7-54957.1, 54962].

After meeting in closed session, the City Council shall reconvene in open session and make a public report, either orally or in writing, of any reportable action taken in the closed session and the related vote tabulation. [54957.1, 54957.7].

Closed session matters should be managed within the expected time limits for all items. Lengthy closed session matters should be scheduled at the end of a Council Meeting or as a separate special meeting. If a closed session is scheduled before the start of a regular Council meeting, it should conclude no later than 10 minutes before the start time for the regular Council meeting. When necessary, the closed session can be continued to the end of the agenda for the regular Council meeting, but that should be avoided when possible.

7.4.5 Concurrent Meetings

Since the Council Members are also the members of the Livermore Successor Agency, the City Council may concurrently convene the meetings of the City and the Livermore Successor Agency as well as any other legislative body that includes all Council Members. [54952.3].

Joint meetings of the City Council and any other legislative body or bodies shall be noticed as a meeting for each body.

7.4.6 Teleconferenced and Hybrid Meetings

The City Council may meet from different locations connected by electronic means consistent with the provisions of the Brown Act effective at the time of the scheduled meeting. The City Council may adopt, by resolution, specific procedures

for teleconferenced and hybrid meetings consistent with state law. Those procedures should encourage staff and the City Council to monitor connectivity and to rapidly address the technical issues for orderly management of the meeting consistent with the applicable statutory requirements. [54953].

7.4.7 Adjourned Meetings, and Adjourned Regular Meetings

Any meeting of the City Council may be adjourned to a later date, time, and location, and the notice of adjournment shall be posted within 24 hours on or near the door of the place where the adjourned meeting was held. However, if the adjourned meeting is to reconvene less than 24 hours after adjournment, then a copy of the order or notice of the continuance shall be posted immediately following the meeting. [36809, 54955].

The Mayor, City Manager, or majority of Council Members may call for an adjourned regular meeting in consultation with the City Attorney to conduct a regular meeting on a date other than on a regular meeting date on the City Council's annual calendar. [54955]

7.4.8 Emergency Meetings

If at least three Council Members determine that a catastrophic event has caused an emergency situation to exist as defined by law, then the City Council may immediately hold an emergency meeting. [54956 and 54956.5].

7.4.9 City Council Committees

The City Council, may create standing and ad hoc City Council subcommittees, which creation shall occur at a duly noticed Council Meeting.

Care should be taken to not overburden staff, and therefore, City Council subcommittees should only be created in consultation with the City Manager and the City Attorney. City Council subcommittees should be created judiciously. Staff support shall only be provided to those City Council committees duly created as set forth in these rules.

Ad hoc City Council subcommittees are intended to be useful and efficient vehicles for less than a quorum of Council Members, with appropriate support staff, to explore and develop items for placement on a duly noticed City Council meeting agenda for the City Council to discuss and then provide direction or take action.

City Council standing subcommittees comprised of less than a quorum of the City Council and that have continuing subject matter jurisdiction or a fixed meeting schedule established by the City Council, shall comply with the Brown Act and follow these rules of procedure. [54952(b)].

Ad hoc City Council subcommittee's comprised solely of less than a quorum of the City Council and that are limited to both a defined task and a duration that is less than one year, are not subject to the Brown Act and are not required to follow these rules of procedure. [54952(b); *Frazer v. Dixon Unified School District*, (1993) 18 Cal.App.4th 781].

Any City Council subcommittees comprised of less than a quorum of the City Council and have other persons as members, shall comply with the Brown Act and follow these rules of procedure. [54952(b); *Joiner v. City of Sebastopol*, (1981) 125 Cal.App.3d 799].

The City Manager shall keep a record of all standing and ad hoc City Council subcommittees that reflects the committee's creation date, composition, task, duration, and sunset date. The City Manager shall advise the City Council at a duly noticed Council Meeting of any ad hoc subcommittee that has not sunset within one year of its creation so that the City Council can consider whether to terminate the ad hoc subcommittee or reconstitute it as a standing committee.

7.5 Notice and Agenda Posting

The City Clerk shall post the notices and agendas for each City Council meeting in the kiosk in front of City Hall, on the City's website, and at the location where the meeting will be held. Any requirement to post notices and agendas at a remote teleconferenced meeting location outside the City's jurisdiction shall be the responsibility of the Council Member attending the meeting from that location. [54954.2].

7.5.1 Regular Meetings

It is the City Council's goal that the agendas for regular meetings should be posted at least 6 days before the meeting dates, but in no event shall the agenda for a regular meeting be posted less than 72 hours before the meeting date. [54954.2].

7.5.2 Special Meetings and Workshops

Notice of the call for a special meeting must be delivered and received by each Council Member and the media at least 24 hours before the special meeting, and must be posted at least 24 hours before the special meeting date. To the extent possible, it is the City Council's goal that the notice and agendas for special meeting workshops should be posted at least 6 days before the meeting dates, and in no event shall the notice and agenda for a workshop be posted less than 24 hours before the meeting date. [54956].

7.6 Actions Limited to Posted Agendas

The City Council shall not discuss or take action on any item not appearing on the posted notice or agenda for a duly noticed Council meeting. However, as permitted by the Brown

Act, Council Members and staff may briefly respond to statements made or questions posed by the City Council or by members of the public addressing the City Council. City Council members ~~should~~are encouraged to refrain from ~~rejoinders~~responding to perceived derogatory or repugnant public comments during council meetings. Council Members may ask a question of City staff or a speaker for clarification, make a brief announcement, or make a brief report on their own activities.

Upon determination by three Council Members that an emergency situation exists as required by law, or upon a determination by four Council Members (or all members present if less than four are in attendance) that there is a need for immediate action that came to the City's attention after the meeting agenda was posted, the agenda may be amended as provided by law to add an item for consideration and action. [54954.2, 54956, 54956.5].

7.7 Continuance of Agenda Items

Items listed on a posted agenda should not be continued or postponed absent good cause.

7.7.1 Discovery of Good Cause Before an Item is Considered

If good cause to continue an item is discovered by City staff after a notice or agenda is posted but before the meeting commences, then after calling the meeting to order the Mayor shall identify the item and announce that is has been continued.

7.7.2 Good Cause to Continue During Consideration

Once an item has been taken up for consideration, City staff, a Council Member, or a participating party as defined in Section 9.5.3 *Participating Parties* may request a continuance of the item. The item may only be continued following a majority vote of the Council Members present.

7.7.3 Public Comment for a Continued Item

If the opportunity for the public to address the City Council has concluded, or the public hearing portion of an item was formally closed, and the item was returned to the City Council for deliberation before it was continued, then the opportunity for public comment on the item will not be reopened absent a motion by the City Council. [54955].

7.8 Consideration of items after 11:00 p.m.

7.8.1 Canvass and Reorder

At 10:30 p.m., or as soon thereafter as practical, the Mayor shall canvass staff and Council Members present to identify the remaining agenda items for consideration. The Mayor will then identify what items will be considered or continued, and in what order. Once the Mayor outlines the balance of the agenda, it may not be amended absent an appeal by a Council Member.

If the City Manager, Mayor, or a City Council Member believes the duly noticed agenda for a Council meeting is not likely to completed in one day, then the City Clerk shall poll the Mayor and Council Members in advance of the meeting to determine their availability to reconvene later that same week. To accommodate members of the public so they do not have to rearrange their schedules, to the extent possible, the public comment period for an item that was started should be completed before the continuance of an item.

7.8.2. No New Items Considered after 11:00 p.m.

The City Council shall not begin consideration of any items on an agenda after 11:00 p.m., but may complete their consideration of an item that was commenced prior to 11:00 p.m.

7.8.3 Exceptions

The City Council may commence consideration of an item after 11:00 under the following circumstances:

a. An item is subject to a legal deadline, such as a project application subject to the Permit Streamlining Act; or,

b. The City Council votes to allow consideration of the item after 11:00 p.m.

7.9 Breaks.

The Mayor shall provide for a 10 min break after approximately every two hours of meeting time. The break should be called at a convenient point in the proceedings closest to the two-hour mark. Council Members may request breaks at other times as needed. Council Members and staff are expected to return promptly at the designated time to resume the meeting.

7.10 Points of Order, Privilege, and Personal Privilege

A Council Member may ask for a point of order, at which time the Mayor will ask for an explanation. Appropriate points of order relate to matters that a Council Member considers inappropriate conduct for the meeting, such as the failure to observe these Rules of Procedure, the City Council's Norms and Values, or the rules of parliamentary procedure.

A Council Member may seek a point of privilege. If so, the Mayor shall ask for an explanation of the Council Member's point. Points of privilege generally relate to matters that interfere with a normal flow or comfort of the City Council's meeting, such as the inability to hear testimony because of disruption.

A Council Member may ask for a point of personal privilege when the integrity, character, or motives of the Council Member are called into question by a speaker; or where the welfare of the City Council is concerned.

If a speaker is interrupted by a point of order, privilege, or personal privilege, the remainder of a speaker's time will be preserved by the City Clerk until the point is resolved.

7.11 Minutes

7.11.1. All Proceedings Recorded

An account of all open meetings of the City Council shall be recorded, and action minutes prepared, by the City Clerk. [36814, 40801]. After the City Council approves the meeting minutes, the City Clerk shall enter them into official minute books of the City Council. The City Attorney may prepare attorney work product notes for closed session meetings attended. [36814].

7.11.2 Approval

The minutes for a City Council meeting shall be reviewed and approved as set forth in this section.

a. The City Council shall approve minutes for a regular meeting, special meeting, and special meeting workshops, except that City Council approval is not required for the City Attorney's closed session attorney work product notes.

b. A Council Member may not approve the minutes for any City Council meeting that the Council Member did not attend, unless the Council Member observed the meeting or reviewed a video or audio recording prepared for that meeting. Also, a Council Member may not approve the minutes for a meeting that they were not eligible to attend as a Council Member.

c. If no Council Members are eligible to approve the minutes for a City Council meeting, then the City Clerk shall attest to the accuracy of the meeting minutes and enter them into official minute books of the City Council.

7.11.3 Preferred Method of Recordation and Minutes

City Council meetings may be recorded by electronic means.

The City Council may adopt a resolution to specify the preferred method of recording for its meetings. [54953].

7.12 Staff Attendance

7.12.1 City Manager

The City Manager shall attend all City Council meetings unless excused by the Mayor, and the City Manager's designee attends. [LMC 2.08.060.F]. The City Manager may make recommendations and shall have the right to take part in all discussions of the City Council, but shall have no vote.

7.12.2 City Attorney

The City Attorney shall attend all City Council meetings unless excused by the Mayor, and an Assistant City Attorney attends. Upon the City Council's request, the City Attorney shall provide opinions and recommendations, either written or oral, on questions of law and procedure.

7.12.3 City Clerk

The City Clerk shall attend all City Council meetings unless excused by the City Manager, and in his or her absence, the City Clerk's designee shall attend. The City Clerk shall record, prepare, and maintain the official record of the City Council's proceedings and perform other related duties as may be prescribed by the City Council and the City Manager. [36814, 40801].

7.12.4 Department Heads/Employees

Department Heads and employees shall attend City Council meetings as directed by the City Manager. The City Manager and City Attorney are encouraged to minimize the number of employees and consultants attending the meetings in person and maximize the opportunities for employees and consultants to participate remotely.

7.12.5 Sergeant-at-Arms

A Sergeant-at-Arms, who shall typically be a sworn member of the City's Police Department, shall attend City Council meetings as directed by the the City Manager. [38638].

7.13 Meetings That Are Not Subject to the Brown Act

As provided by the Brown Act, a quorum of the City Council may attend conferences and similar gatherings, open community meetings organized by a person or organization other than the City Council, open and noticed meetings of another legislative body other than

a City advisory body, and social and ceremonial gatherings without complying with the notice and agenda requirements in these rules of procedure, provided that the Council Members do not discuss among themselves business of a specific nature that is within the City's subject matter jurisdiction. [54952.2(c)(3)-(5)].

Meetings of an ad hoc City Council subcommittee is not subject to these rules of procedure unless the Mayor or City Council expressly state that the committee shall follow these rules. [54952].

Briefings of less than a quorum of the City Council are not subject to these rules of procedure provided the briefings comply with the Brown Act. [54952.2; *Wolfe v. City of Fremont*, (2006) 114 Cal.App.4th 533].

8. Agenda Development

The City Manager is responsible for preparing the City Council's meeting agenda to present items requiring direction or action by the City Council. Items may also be placed on an agenda for City Council consideration in the following ways: by direction of a duly created City Council subcommittee with the City Manager's concurrence; by direction of the City Attorney in consultation with the City Manager; by direction of a majority of Council Members during the matters initiated portion of the agenda to place an item on a future agenda; and under any processes set forth by statute or ordinance that requires City Council action, including City Council consideration of land use matters, appeals, and other matters as set forth in the Livermore Municipal Code and the Livermore Development Code.

The agenda shall contain a brief general description of each item of business to be transacted or discussed, including any items to be discussed in closed session. [54954.2, 54954.5].

9. Order of Business – Regular Meetings

The usual order of business for regular meetings shall be as follows:

9.1 Call to Order

This portion of the agenda is for roll call, the pledge of allegiance, and the reporting out from any closed session items that may have occurred prior to the meeting.

9.2 Proclamations and Presentations

This portion of the agenda is for City proclamations to recognize significant community events, people, or days. The Mayor shall read and present, or designate a Council Member to read and present, the proclamations. The City Manager, or his designee, may develop a policy regarding proclamations as a guide. It is also for City advisory bodies to make brief presentations to the City Council on their activities. As authorized by the Mayor

or the City Manager, this portion of the agenda is also for other local, regional, or state legislative bodies and elected officials to make brief presentations to the City Council concerning activities of interest to the City.

These are ceremonial matters and not action items by the City Council. While the preference is for proclamations to be included in the posted agenda, the desire to recognize a significant community event, person, or day may arise or be discovered after an agenda is posted. In that case, the Mayor may make additional proclamations at a City Council meeting so long as they do not unduly interfere with the City Council's business.

The Public does not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

9.3 Confirmation of Advisory Body Appointments

This portion of the agenda is for City Council confirmation of appointments to advisory bodies and to administer the oath of office to advisory body members.

9.4 Open Forum

This portion of the agenda is for any member of the public to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction. However, to prepare and preserve a proper administrative record, public comments concerning an item listed elsewhere on the agenda should be reserved and addressed to the City Council when that item is called for consideration.

Open forum shall be limited to 30 minutes, usually before the consent calendar. If there are additional members of the public who wish to speak at the conclusion of the 30-minute time period, then the Mayor shall reconvene the open forum at the conclusion of the matters for consideration portion of the agenda unless the Mayor announces that open forum is reordered to a different place on the agenda.

The procedures for public comments during open forum are set forth in Section 11 *Speakers' Rights*.

9.5 Consent Calendar

The consent calendar portion of the agenda is for routine items that are not expected to require City Council discussion. Examples of items for the consent calendar include the approval of minutes, resolutions confirming actions from a previous meeting, the introduction and adoption of ordinances, and the processing of administrative items such as the approval of contracts, the acceptance of public improvements, and other routine items requiring City Council approval by ordinance, resolution, or law. Any Council Member may pull an item for separate discussion. Members of the public may address

the City Council on consent calendar items by following the procedures set forth in Section 11 *Speakers' Rights*.

The items on the consent calendar are generally approved by the City Council by a single motion, but separate motions may be appropriate to accommodate a conflict of interest, an absence, or other Council Member interests.

9.5 Public Hearings

The public hearing portion of the agenda is reserved for items that require, by statute or practice, a noticed public hearing for action. The notices for public hearing items shall be posted in a newspaper of general circulation and mailed to property owners as required by law. [6060].

The procedures for public hearings are as follows:

9.5.1 Introduction

The Mayor shall call each item for hearing and consideration. If there are public hearing items, the Mayor has the discretion to concurrently call the items for hearing and consideration.

9.5.2 Staff Presentation

A member of City staff will then:

a. Introduce themselves and the item by identifying the report and other written material included in the agenda packet for the City Council's consideration, as well as any written comments received from the public.

b. Identify any supplemental written materials that have been provided to the City Council for consideration, which were received or prepared for the item after the meeting agenda was published.

c. Identify any other staff members or consultants that will be part of the staff presentation or are otherwise present and available for City Council questions.

d. State whether the applicant is present and whether the applicant intends to make a presentation to the City Council.

e. Make an oral report, unless waived by the City Council.

9.5.3 Participating Parties

Following the staff presentation, the applicant, appellant, and other named participant in the item that is party to an agenda item (collectively "participating parties") may address the City Council. Participating parties shall address the City Council following the procedures set forth in Section 11 *Speakers' Rights*.

After the Mayor determines that no other participating parties wish to address the City Council on the hearing item, the Mayor will open the public hearing.

9.5.4 Opening and Closing the Public Hearing

The purpose of the public hearing is to provide members of the public with an opportunity to address the City Council concerning the hearing item, as well as to express their support or opposition of the item. The Mayor will formally announce the opening of the public hearing and invite members of the public to address the City Council on the hearing item. Public speakers shall address the City Council following the procedures set forth in Section 11 *Speakers' Rights*.

After the Mayor determines that no other member of the public wishes to address the City Council on the hearing item, the Mayor will formally close the public hearing and return the item to the City Council for City Council questions and comments.

9.5.5 City Council Questions or Comments

Following the staff presentation, comments by the participating parties, receiving public comments during the public hearing, if any, the City Council may ask questions of City staff, consultants, and participating parties, and make comments on the item.

9.5.6 Deliberation

Following City Council questions and comments, the Mayor will invite the Council Members to discuss the item to develop concurrence for a motion. Council Members may continue to ask questions of staff, consultants, and the participating parties as part of their deliberations. The procedures for City Council deliberation are set forth in Section 12 *City Council Deliberation.*

9.5.7. City Council Action

After City Council deliberation, the Mayor shall call for a motion and a second as set forth in Section 14 *Motions*, and the City Council may make such motions as set forth in that section.

If the motion seconded for consideration is substantially different than the recommended action in the published staff report, the Mayor may invite public comments on the motion. Each speaker will be limited to one minute to comment on the motion; and the City Council has discretion to decide not to hear further comment if they choose. Public speakers shall address the City Council following the procedures set forth in Section 11 *Speakers' Rights*.

9.6 Matters for Consideration

This portion of the agenda is for items of business that require City Council action, direction, or receipt of reports that do not also require a public hearing. Generally, the procedures for this portion of the agenda follow the same procedures found in section 9.5 *Public Hearings*, except that the public hearing is replaced by the opportunity for the public to comment after the staff presentation.

Prior to deliberating on matters for consideration, the City Council shall receive public comment as provided for in Section 11 *Speakers' Rights*. After receiving public comment, the City Council shall deliberate as set forth in Section 12 *City Council Deliberation* and shall receive the report, take action, or provide direction as set forth in Section 14 *Motions*.

9.7 City Council Reports and Matters Initiated by Staff and City Council

This portion of the agenda is for:

1. Each member of the City Council to provide brief reports on any intergovernmental agency meetings, conferences, community meetings, meetings of other legislative bodies, or other events of interest to the community. For efficiency and completeness, each Council Member should use the activity reporting spreadsheet and submit their reports to the City Clerk by noon on the day of the Council meeting so the report can be included in the supplemental materials distributed in advance of the meeting. Council members are encouraged to highlight in their oral presentations only those events of most interest to the community. To the extent practical, Council members should report on significant decisions being considered by the regional boards, commissions, and committees to which they have been appointed for the City. For those events that the Council Member attended at the City's expense, it is the City Council's preference to satisfy the expense reporting requirement by submitting a written report of the activities attended. [53232.2(d)];

2. The City Manager, City Attorney, and City staff to provide information of community interest to the City Council and to seek direction from the City Council concerning items to be included on future agendas;

3. The City Council to provide guidance and direction to staff concerning items to be included on future agendas and information to be provided in response to questions raised during open forum;

4. The City Council to request a matters initiated for staff to provide information, perform studies, or undertake other administrative functions or to develop information for Council action at a future meeting. Before requesting a matters initiated, the initiating Council Member is expected to confirm with the City Manager that there is adequate staff resource capacity to address the request, and the City Attorney to the extent the matter involves legal review. If the requested action is routine in nature, the City Manager will direct staff to proceed. However, if the request cannot be accomplished within the approved budget or City Council priorities, or will involve substantial staff resources, the City Manager will report to the City Council at a subsequent City Council meeting and request further direction. At that time, the consensus of a majority of the City Council will be required to proceed.

Members of the public do not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

9.8 Adjournment

This portion of the agenda is for the Mayor to adjourn the City Council meeting to its next meeting. The meeting may be adjourned to a regular meeting, special meeting, special meeting workshop, adjourned regular meeting, or adjourned special meeting. The Mayor may adjourn the meeting in honor of a distinguished Livermore resident or other person of community interest that has passed away.

Members of the public do not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

Adjournment at any other point in the meeting requires a formal motion by the City Council.

10. Order of Business – Special Meetings and Workshops

No matters except those specified in the notice and agenda for a special meeting or special meeting workshop may be discussed at those meetings.

The usual order of business for special meetings and workshops shall be as follows:

10.1. Call to Order

This portion of the agenda is the same as it is for a regular meeting.

10.2. Public Comment

The purpose of this portion of the agenda is to provide the public with the opportunity to address the City Council on only those items listed in the posted notice and agenda for the special meeting or workshop. Public comment shall be received immediately following the call to order for a workshop, and should be received immediately after the staff presentation, if any, for a special meeting.

Public speakers shall address the City Council following the procedures set forth in Section 11 *Public's Rights*.

However, unlike a regular meeting, the agenda for a special meeting will not include an open forum for the public to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction, unless that opportunity is expressly included in the agenda.

10.3 Special Meeting Item and Workshop Item

Generally, the procedures for this portion of the agenda follow the procedures in Section 9.5.1 *Introduction,* 9.5.2 *Staff Presentation*, 9.5.5 *City Council Questions and Comments,* and 9.5.6 *Council Deliberations.* The City Council may take a final action at a special meeting, but not at a workshop, as set forth in Section 7.4.2 *Special Meetings* and Section 7.4.3 *Special Meeting Workshops*

10.4 Adjournment

This portion of the agenda is the same as it is for a regular meeting.

11. Speaker's Rights

A City Council meeting is a limited public forum. [78 Ops.Cal.Atty.Gen. 224 (1995); *Kindt v. Santa Monica Rent Control Bd. (9th Cir. 1995) 67 F.3d 266; White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421; Leventhal v. Vista Unified School District (SD Cal. 1997) 973 F.Supp. 951*]. Members of the public have the right to address the City Council and to attend its meetings, except for closed sessions and other meetings that permit the public to be excluded as a matter of law. During the open forum portion of a regular meeting agenda, members of the public have a right to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction. Members of the public also have the right to address the City Council before the City Council considers or takes action on an item on any regular meeting agenda, except for items properly listed or considered in the *Call to Order*, *Proclamations and Presentations, City Council Reports and Matters Initiated by Staff and City Council*, and the *Adjournment* portions of the agenda. Members of the public shall be provided an opportunity to address the City Council concerning any item that is described in the notice for special meeting workshops and special meetings. [54954.3].

The procedures for addressing public comments to the City Council are as follows:

11.1 Addressing the City Council

Members of the public who want to address the City Council during open forum or before the City Council considers or takes action on an item must indicate their desire by personally submitting a request to speak to the City Clerk, or his or her designee, using the methods specified by the City Clerk in the agenda for that meeting. A member of the public may not submit a request to speak on behalf of any other person. The methods for addressing the City Council will be described at each meeting. The City Clerk will prominently display the methods to address the City Council in the City Council Chambers or other location where the City Council gathers in person for a meeting.

The Mayor shall open public comment during open forum and for agenda items by asking the City Clerk whether there are any members of the public who wish to address the City Council. If there are, the Mayor will then ask the City Clerk to manage the process for calling on speakers physically present and participating remotely as described in Section 11.3.1. Once there are no more persons physically present who have expressed an interest in addressing the City Council, the City Clerk will then call upon the speakers participating remotely. Speakers may request the opportunity to address the City Council until the City Clerk announces that there are no more speakers who have expressed their interest to address the City Council. At that time, the Mayor will close the public comment period. Once the Mayor closes the public comment period, no more additional requests to address the City Council during open forum or for the agenda item will be accepted absent invitation by the Mayor.

The purpose of submitting a request to speak is to help the Mayor conduct the City Council's meetings and to complete its business in an orderly fashion. The intent is not to limit testimony. Therefore, a member of the public will not be denied an opportunity to speak if a request to speak lacks information or because a speaker wants to remain anonymous. Speakers who have not submitted a request to speak on time may be heard by the Mayor's recognition or by another Council Member's successful appeal. [White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421].

11.2 Speaker Time Limit

The amount of time allotted to each member of the public wishing to address the City Council shall be limited to a maximum of 3 minutes. Individual members of the public may not yield their allotted time, or any remaining portion thereof, to anyone else. The Mayor may reduce the amount of time allotted to each speaker based upon the number of persons wishing to speak, the complexity of the item if one is being considered, the anticipated time reasonably needed to complete the remaining items on the meeting agenda, and other reasonable factors.[54954.3(b); *Kindt v. Santa Monica Rent Control Bd. (9th Cir. 1995) 67 F.3d 266; Chaffee v. San Francisco Public Library Commission, (2005) 134 Cal.App.4th 109; 75 Ops.Cal.Atty.Gen. 89 (1992)*]. A speaker using an interpreter shall be allowed twice the allotted time. [54954.3].

Prior to calling for public comment during the open forum, as well as before the City Council considers or takes action on an item, the Mayor shall set and announce the time limit for each member of the public to speak before inviting members of the public to the lectern to address the City Council. For the purposes of these rules, lectern means the physical podium in the meeting room provided for the public to address the City Council, but includes the electronic location utilized by the City Clerk to accept electronic comments during a City Council Meeting.

Open forum will conclude after 30 minutes, but if there are remaining speakers at the conclusion of the 30 minute time period who wish to address the City Council, then the open forum shall be reconvened after the Matters for Consideration portion of the agenda as set forth in Section 9.4.

11.3 Members of the Public Addressing the City Council

11.3.1 A list of people who have requested to speak shall be used to call each speaker to the lectern to address the City Council. The City Clerk will manage the process for calling speakers to the lectern or to unmute themselves if they are participating remotely. The speakers physically present in the meeting will be called upon before those participating remotely. When calling a speaker to the lectern the next two speakers will also be identified so they are prepared to address the City Council when called to the lectern.

11.3.2 The Mayor may request each speaker to state his or her name and city of residence before addressing the City Council. A speaker is not required to provide his or her name or address in order to address the City Council. However, to the extent such information is relevant to the issues being considered by the City Council during a public hearing, the absence of such information may bear on the speaker's credibility and the weight the City Council affords the speaker's comments.

11.3.3 Speakers shall address their comments only to the City Council as a body and not to a particular member.

11.3.4 Members of the public may only address the City Council from the lectern. No member of the public, other than the speaker at the lectern, may address the City Council, unless called upon by the Mayor.

11.3.5 No question shall be asked of Council Members by a speaker, except through the Mayor. No question shall be asked of a speaker by a Council Member, except through the Mayor. Council Members, the Mayor, and the speaker are not obligated to answer any questions asked. The Mayor may refer questions to staff for a brief answer while the speaker is at the lectern.

11.3.6 Speakers shall not use their time to unduly disrupt the orderly conduct of the City Council's meeting.

11.3.7 Speakers are encouraged to avoid repetition.

11.3.8 Speakers are encouraged to avoid making personal attacks.

11.3.9 Each speaker shall relinquish the lectern when his or her time to address the City Council has expired.

11.3.10 A speaker may use his or her allotted time to read letters or other documents, play electronic recordings at a non-amplified volume, or otherwise present information to the City Council in a non-disruptive manner, provided those activities are completed within the allotted time. The City will not provide the means for a speaker to play an electronic recording.

11.3.11 When called upon during open forum, speakers may address the City Council on any item of interest to the public within the City Council's subject matter jurisdiction. [54954.3(a)].

11.3.12 When called upon to provide public comment on a specific item of business on the agenda, speakers shall focus their comments on that specific item of business before the City Council. [54954.3(a); *White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421; 78 Ops.Cal.Atty.Gen 224 (1995)].*

11.3.13 Members of the public addressing the City Council are limited to one oral public comment per speaker per item regardless of format or time submitted.

11.4 Participating Parties Addressing the City Council

Participating parties shall comply with the procedures set forth in Section 11 *Public's Rights* when addressing the City Council, except that the participating parties shall each have up to a maximum of 10 minutes to address the City Council. The Mayor may set and announce the time limit for each active participant to address the City Council based upon the same criteria set forth in Section 11.2 *Speaker Time Limit.*

When the City Council is acting in its quasi-judicial capacity, the Mayor may further modify the rules of procedure in this section, or adopt such additional rules of procedure and speaker times as may be reasonably necessary, to afford the active participants with procedural due process commensurate with the rights at issue.

11.5 Public Criticism

Public criticism of the City's policies, procedures, programs, or services, or of the acts or omissions of the City Council, shall not be prohibited. However, the rights of each speaker to express his or her views is not absolute and nothing in these rules of procedure are intended to confer any privilege or protection for expression beyond that otherwise provided by law. [54954.3].

11.6 Disruptive Speech and Conduct

Any person unduly disrupting a City Council meeting may be requested by the Mayor to leave the meeting. The Mayor shall discourage demonstrations before the City Council, such as applauding or booing. Upon instructions by the Mayor, a Sergeant-at-Arms may be called for the purpose of removing any person who, in the Mayor's judgment, has disrupted the meeting. [36813, 38638, 54954.3, 54957.9, Penal Code 403]. When possible, the Mayor is encouraged to use alternative means, such as direction to speakers to avoid disruption or by taking a recess to review these rules with the speaker, to avoid disruptions to allow the City Council to complete its business.

11.7 Written Communications – Post Hearing Notice, and Post Agenda Publication

11.7.1 Submitted after the hearing notice, but before the Agenda Publication.

Any member of the public may submit written comments and materials to the City Council through the City Clerk's Office. All written comments and materials must be submitted between the date public hearing notices are published (10 days prior to the meeting or as otherwise required by statute) and noon on the day before agenda publication (7 days prior to the meeting). The City Clerk shall deliver all written comments and materials received by 12:00 p.m. the days before agenda publication as part of the agenda packet for the posted agenda.

11.7.2 Submitted Post Agenda Publication.

Any member of the public may submit electronic comments to the City Council using the electronic submission process the City Clerk specifies and makes available on the City's website within the timeframe provided on the agenda. Any additional attachments can be submitted directly to the City Clerk. All comments submitted using the City Clerk's electronic process will be available to the public and the City Council immediately upon submission. The City Clerk shall post on the City's website and deliver any additional materials received by 12:00 p.m. the day of the meeting to the City Council in a supplemental packet prior to the meeting.

Physical copies of written comments and materials, and electronic and physical materials submitted to the Clerk's Office before 12:00 p.m. noon on the day of the City Council meeting, will be included in the supplemental packet. After 12:00 p.m.

noon on the day of the City Council meeting, any member of the public who desires to submit materials to the City Council for consideration at that meeting is hereby instructed to present 8 copies of the materials to the City Clerk for distribution to the City Council at its meeting when the item is considered.

11.7.3 Special Meetings and Workshops.

For special meetings and workshops, the City Clerk shall specify the instructions and timeframes for the public to submit comments and materials in the agenda for those meetings.

11.8 Approaching the City Council

Once a meeting is called to order, no member of the public shall enter the area between the lectern and the dais without an invitation from the Mayor. Members of the public may enter the area before and after the meeting, and during a recess, for the purpose of interacting with the individual City Council Members and City staff.

12. City Council Deliberation

City Council deliberations shall be orderly and guided by the Mayor to reach a decision on the item before them or to provide the direction sought by staff.

Once an item is before the City Council for deliberation, the Mayor shall call upon each individual Council Member present, in turn, to comment on the item and the recommended action or direction sought by staff. When participating remotely, Council Members should use the raise hand feature, or other feature offered by the electronic platform used for the meeting, to indicate they wish to speak and the Mayor should call upon them in the order they requested to speak. Council Members may debate the merits of the item and recommendation, but shall not interrupt any other Council Member who is speaking. After each Council Member has the opportunity to express an opinion on the item, the Mayor shall invite discussion and then a motion.

13. *Reserved*

14. Motions

14.1 Making a Motion

A motion may be made by the Mayor or a Council Member. Once a motion has been made, the Mayor will solicit a second. A motion shall die unless it receives a second. If a motion receives a second, the Mayor shall then invite debate and discussion on the motion and any amendments.

Any Council Member who makes a motion may withdraw it during debate and discussion, even to the point of interrupting a speaker to do so. If the motion is withdrawn, the Mayor

may ask the person who seconded the motion if the Council Member wishes to make the motion, subject to another Council Member's second.

14.2 Categories of Motions

There are four categories of motions that the City Council may consider.

The first category is a basic motion, which is one that puts forward a decision for consideration. For example, a motion to approve City staff's recommendation.

The second category is a motion to amend an earlier motion. Such an amending motion changes a basic motion under discussion in a minor way, but does not supersede it. For example, adding a condition to a basic motion to approve staff's recommendation. If the maker of the basic motion, and the second, accept the amendment, then the amendment shall be incorporated into the original motion without the need for a second on the amending motion. If an amendment is not accepted into the basic motion by the moving Council Members, the process for voting on simultaneous motions is then followed.

The third category is a substitute motion. Such a motion completely does away with the basic motion under discussion and puts a new motion before the City Council. For example, if the basic motion is to approve staff's recommendation, a substitute motion would propose numerous changes to staff's recommendation or assembles multiple amending motions into a single motion. If a substitute motion is approved, the initial basic motion does not require action since it was substituted. If a substitute motion fails, the process for voting on simultaneous motions is then followed.

The fourth category is a hostile motion. A hostile motion is one that seeks to accomplish the opposite effect of the basic motion. For example, when a basic motion is to approve a project, a hostile motion is one to deny the project. If a hostile motion is made, the process for voting on simultaneous motions is then followed.

A decision whether a motion is one to amend or substitute is left to the Mayor's sole discretion. A decision whether a motion is hostile is left to the Mayor in consultation with the City Attorney.

14.3 Simultaneous Motions

The City Council may consider up to three motions on the floor at one time. The Mayor may reject a fourth motion until the three before the City Council have been resolved. When two or three motions are before the City Council, after motions and seconds, the first vote will be on the last motion made. Generally, the discussion when a motion is before the City Council should focus on the last motion made. Once the vote on the last motion takes place, if necessary, discussion and decision on additional motions will take place in order.

However, a hostile motion shall not be in the floor at the same time as the motion it challenges. A hostile motion shall be considered after a vote on the basic motion and its amendments, that it challenges.

14.4 Debatable and Non-debatable Motions

Debatable motions are subject to Council Member comment and discussion before calling for a vote. Non-debatable motions are not subject to Council Member comment and discussion, and are to be voted on immediately.

14.4.1 Debatable Motions

Debatable motions are motions to take action on agenda items and other items of City business. For the purpose of these rules of procedure, all motions are debatable except those expressly identified in Subsection 14.4.2 *Non-Debatable Motions.* Debate on a motion should continue as long as Council Members wish to discuss an item, subject to the Mayor's decision that it is time to move on and take action.

14.4.2 Non-Debatable Motions

Non-debatable motions are procedural and terminating motions. Certain motions once made immediately stop the City Council's deliberations and, upon receipt of a second, should be voted on immediately. The City Council's non-debatable motions are as follows:

a. Motion to Adjourn. If passed, a motion to adjourn requires the City Council to immediately adjourn to its next regularly scheduled meeting.

b. Motion to Recess. If passed, a motion to recess requires the City Council to immediately take a recess, the length of which the Mayor will determine. The Mayor may order a recess without a motion, and without adjourning the meeting, as the Mayor determines necessary to maintain decorum and conduct the meeting in an orderly fashion.

c. Motion to Fix the Time to Adjourn. If passed, a motion to fix the time to adjourn the meeting requires the City Council to adjourn at a specific time set in the motion.

d. Motion to Table an Item. If passed, a motion to table an item postpones an item indefinitely or to a date and time certain set in the motion. If the motion does not contain a specific time, an additional motion is required to bring the item back to the City Council at a future meeting.

e. Motion to Continue an Item. A motion to continue an item has the same effect as a motion to table, but is generally used when good cause exists or

in response to a request by staff, a Council Member, or a participating party, as set forth in Section 7.7 *Continuance of Agenda Items*, or a scheduling problem arises. If passed, the motion continues the item indefinitely or to the date and time set in the motion. If the motion does not contain a specific time, an additional motion is required to bring the item back to the City Council at a future meeting.

f. Motion to Call the Question. A motion to call the question, also known as moving the previous question or limiting debate, stops further City Council deliberation, debate, and discussion on an item. It can be stated as stopping debate or discussion within a certain period of time, such as 15 minutes. If seconded, the Mayor shall then call for a vote on the motion or motions pending before the City Council as provided for in Section 6.7.5 *Motion to Be Stated.*

14.5 Miscellaneous Motions and Appeals

14.5.1 Motion to Suspend the Rules of Procedure

A motion to suspend these Rules of Procedure is debatable and to the extent possible should be addressed to a specific rule. If the Rules of Procedure are suspended in their entirety, such a motion does not supersede law or the Livermore Municipal Code.

14.5.2 Motion to Reconsider

A motion to reconsider any action taken by the City Council may be made as follows: (1) The motion must be made by a Council Member who voted along with majority that voted for the original motion that passed, although the motion for reconsideration may be seconded by any Council Member; (2) The motion must be made either at the meeting at which the action to be reconsidered was taken, or, at the next regular meeting, provided appropriate due process is afforded to any participating parties; (3) The motion is debatable; (4) If any participating party has left the meeting, or if the motion comes at a subsequent meeting, the ultimate decision to be reconsidered must take place at a subsequent meeting; and, (5) If the original hearing was a public hearing, a new notice of hearing must be given before the matter is reconsidered.

14.5.3 Council Member Appeal

Any Council Member may appeal any ruling by the Mayor. If a Council Member so moves and the motion is seconded, after debate, the ruling of the Mayor may be reversed by majority vote. If an appeal is taken, the question shall be, “Shall the decision of the Mayor be sustained?”

15. Action and Direction

15.1 Votes, General Rules

Unless otherwise provided, the City Council's actions must be passed pursuant to a majority vote on a motion, and the motion may not be considered unless it is seconded. A simple majority vote by those Council Members present is necessary to pass a motion providing direction to staff or establishing administrative policy, however motions for the adoption of resolutions and ordinances require an affirmative vote of at least three Council Members to pass the motion as provided in Rule 17.4 *Majority Vote by Three City Council Members Required*.

Any Council Member may, before the "Nays" are called for, demand that a roll call vote be taken on the motion before the City Council. The Mayor's name shall be called last with other Council Members' names called in alphabetical order by the City Clerk. Council Members shall not give explanations for their vote during roll call.

If a motion does not receive the necessary majority vote for passage, the Mayor may solicit additional discussion and another motion for further deliberation and voting. If further discussion and deliberation does not result in a motion receiving a majority vote necessary to pass a motion, the Mayor may declare that "no action has been taken" and proceed with the remainder of the agenda. In the event of a tie vote, the procedures in section 15.2 *Tie Votes*, shall control.

If a Council Member is present at the meeting but abstains from voting on a motion or is silent during the vote on the motion, then the rules in section 15.3 *Abstentions and Silence* shall govern how the Council Member's silence or abstention is tabulated.

15.2 Tie Votes

Generally, a motion fails if there is a tie vote. After a tie vote, the Mayor may solicit additional discussion and another motion in an attempt to break the tie. If the tie vote occurs during a Council Member absence, and the absent Council Member does not have a conflict of interest related to the item being voted on, the City Council may continue the item to a subsequent City Council meeting when the absent Council Member is expected to be present in an effort to resolve the tie. If the tie vote is not resolved, the motion shall fail and the Mayor may declare that "no action has been taken" and proceed with the remainder of the agenda. However, if a decision is legally compelled under state law (such as the Permit Streamlining Act), the tie vote shall constitute a denial of the application, project, or appeal before the City Council and the decision shall be considered final.

15.3 Abstentions and Silence

The City Council discourages abstentions since abstentions without legal conflict may impede the City Council's actions, for example by causing a tie vote. Abstentions also

deprive Livermore residents of one vote of five and may diminish accountability of Council Members on items of legitimate concern. At the same time, it is not the City Council's intention to impede any individual Council Member's right to choose not to speak or vote on an item.

If any Council Member wishes to abstain from voting on a motion, the Council Member must announce the abstention when the item of business is first called for consideration and must not participate in the consideration of the item, in which case the minutes will reflect that the Council Member abstained from the vote.

If the Council Member does not announce an abstention when the item of business is first called for consideration, or the Council Member participates in the consideration of the item, and the Council Member's abstains during the vote, then that Council Member's vote shall be tabulated in favor of the motion.

Silence of any Council Member shall be tabulated along with the majority of the votes cast by the Council Members present and voting on the motion since the silent Council Member is conceding to the majority's wishes.

This rule is intended to expressly modify *Rosenberg's Rues of Order* for counting votes with regard to abstentions and silence by a Council Member.

15.4 Protests

Any Council Member shall have the right to enter into public record reasons for dissent or protests against any motion carried by the majority.

16. Advisory Bodies

16.1 Implementation of Municipal Code

16.1.1 Creation ~~and Appointments~~

The City Council may create boards, commissions, or committees, herein after collectively referred to as City advisory bodies, to advise the City Council. [LMC Title 2]. It is recommended that newly formed City advisory bodies are limited to no more than 7 members due to the capacity of the recording system in the Mendenhall Room.

16.1.2 Appointments of Council Members to Regional Bodies; Appointments of Persons to City Advisory Bodies

The Mayor has the statutory authority, with the City Council's approval, to make all appointments of City Council Members to regional bodies that require an appointment from the City of Livermore ~~and~~. The Mayor also has the statutory authority, with the City Council's approval, to make all appointments of persons to

City advisory bodies~~.~~ [40605; LMC 2.04.020; 81 Cal.Ops.Atty.Gen. 75]. ~~It is recommended that newly formed advisory bodies are limited to no more than 8 members due to the capacity of the recording system in the Mendenhall Room.~~

16.1.3 Eligibility of City Employees

While City employees are not precluded from serving on advisory boards, commissions, and committees, there is a potential for conflict. The City Council and any subcommittees to the City Council shall not make appointments that are potentially incompatible with City employment for any reason. For example, an appointment will be incompatible with City employment if:

a. An act of the advisory board, commission, or committee may later be subject directly to the control, inspection, review, audit, or enforcement of any other City officer or employee.

b. The time demands of the advisory board, commission, or committee would render performance of duties as a City employee less efficient.

16.1.4 Interviews of Members Eligible for Reappointment

~~The~~As stated in section 16.1.2 above, the Mayor has the statutory authority, with the City Council's approval, to make all appointments to City advisory bodies. ~~*[40605; LMC 2.04.020; 81 Cal.Ops.Atty.Gen. 75]*~~ The purpose of the standing City Council subcommittee identified in this section is to interview candidates who apply for a City advisory body and to then recommend candidates to the Mayor for appointment, with the City Council's approval.

Members of City boards, commissions, and committees who are eligible for and interested in reappointment shall be interviewed by the standing City Council subcommittee, along with any other applicants for the position. Membership on this standing City Council subcommittee shall rotate among the Council Members who will be appointed for staggered terms, if possible, to ensure that at least one Council Member has prior experience on the subcommittee. Based upon those interviews, the standing City Council subcommittee shall recommend a nominee for appointment by the Mayor, with the City Council's approval. However, the entire City Council will interview Planning Commission applicants (including incumbents); and the Livermore Area Youth Advisory Commission incumbents do not need to be interviewed to be considered for reappointment.

16.2 Direction to Advisory Boards, Commissions, and Committees

Within the scope of their duties and responsibilities established in Title 2 of the Livermore Municipal Code, or otherwise by the City Council, the boards, commissions, or committees, and standing City Council subcommittees (collectively referred to as

"advisory bodies" or "advisory body" for the purposes of this subsection) created by the City Council are directed to:

1. Conform their respective rules of procedures to follow these rules of procedure for their meetings, with appropriate modifications to account for their individual structure including the number of members for the advisory body, the titles for their presiding officer and members, consistent with the restrictions set forth in subsection 3 below;

2. Follow *Rosenberg's Rules of Order* for parliamentary procedure as modified by these rules of procedure;

3. Conform their respective meeting rules to these rules of procedure to reflect the following restrictions directed by the City Council:
    a. Advisory bodies shall not meet through electronic means;
    b. Advisory bodies may create ad hoc committees, but shall not create standing committees without prior City Council approval;
    c. The staff liaison for each advisory body, with approval from the City Clerk, shall determine the preferred method of preparing action minutes for their advisory body meetings, with the exception of Planning Commission who will work with the City Clerk to determine the preferred method of preparing summary minutes for their advisory body minutes;
    d. Staff attendance and agenda development will be determined by the staff liaison for the advisory body, or as directed by the City Council;
    e. The City Clerk shall determine agenda format, software, and language for all advisory body meetings to ensure consistency and compliance with applicable laws and regulations;
    f. Each advisory body, with input from the City Clerk and consistent with the uniform format provided by the City Clerk, may establish their own rules to specify the method to request, and the speaker time limits, for the public addressing the advisory body, but the advisory body must then administer them uniformly;
    g. The advisory body liaison, City Attorney or designee, and City Clerk must approve all advisory body agendas, notices, and cancellations; and,
    h. Section 17 *Document Preparation and Approval* do not apply to advisory body agendas.

4. Coordinate with their assigned staff liaison and the liaison's Department Head to obtain the City Council's approval before beginning any self-initiated project that will require more than 8 hours of staff time to complete that year. However, advisory bodies may pursue self-initiated projects that can be accomplished utilizing the City resources currently allocated to the particular advisory body and that do not take resources away from that advisory body's anticipated work to fulfill its duties and responsibilities to the City Council.

16.3 Annual Reporting

1. Each of the following advisory bodies shall annually appoint one of their members to present a brief verbal update to the City Council describing that particular advisory body's activities for the past year:

   Airport Commission
   Beautification Committee
   Commission for the Arts
   Historic Preservation Commission
   Human Services Commission
   Library Board of Trustees
   Livermore Area Youth Advisory Commission.

2. Other advisory bodies may provide updates to the City Council as necessary or as directed by the City Council.

3. The City Clerk shall schedule the annual advisory body presentations and updates to the City Council in coordination with the staff liaisons to the advisory bodies.

17. Document Preparation and Approval for an Agenda

17.1 Ordinances

No ordinance shall be prepared for presentation to the City Council unless ordered by a majority vote of the City Council, prepared by the City Attorney on his or her own initiative, or recommended by the City Manager and developed with the City Attorney's assistance. [36936; LMC 1.08.060.E and 2.12.030.A.1.d].

17.2 City Attorney Approval as to Form

All ordinances, resolutions, and contracts shall be approved as to form by the City Attorney, or his or her attorney designee, before being placed on the agenda. [LMC 2.12.030.A.1.d]. If the City Manager finds it necessary or expedient to place a contract on a City Council agenda for authority to execute it, but the contract is not yet in final form or has not been signed by the other parties, the City Council shall condition its authorization to execute the contract on the final contract being in substantially the same form as the one presented for the City Council's consideration with such changes as may directed by the City Council, and upon the City Attorney's approval of the final contract as to form. If the contract is substantially changed or is not approved as to form by the City Attorney, then the contract must be placed on a subsequent agenda for the City Council's consideration.

17.3 Ordinance Introduction/Adoption

The City Council hereby establishes and directs that reading the title of a proposed ordinance will be considered to constitute a full reading of the ordinance, unless a majority of the City Council present asks for a full reading. [36934].

17.4 Majority Vote by Three Council Members Required

An affirmative vote of at least three members of the City Council shall be necessary to adopt an ordinance and a resolution, and to approve a contract for the expenditure of funds. An urgency (emergency) ordinance must be adopted by at least four members of the City Council. [36936, 54954.2, 54956, 54956.5].

17.5 Ordinance Preservation

Following adoption of an ordinance, the City Clerk will assign a number to the ordinance, publish a summary, and post the full text according to law. The ordinance shall be filed and preserved in the City Clerk's Office.

17.6 Consent Calendar, Public Hearing, or Matters for Consideration

Ordinances not requiring a public hearing may be presented to the City Council for introduction and adoption on either the consent calendar or matters for consideration portion of the agenda. The City Attorney shall determine the placement of an ordinance on a City Council agenda in consultation with the Mayor and City Manager, or as directed by the City Council.

18. City Council Norms and Values

The City Council has also adopted *City Council Norms and Values* that guide their interactions among each other.

19. City Council Expectations for Brown Act Compliance

The City Council has established an expectation that Council Members will not utilize electronic devices to communicate with themselves, the public, or anyone else during a City Council meeting on substantive matters related to City business. In addition, they have established an expectation that they will not maintain a social media presence as a Council Member, except on the City's official website, with the understanding that personal campaign activities are not official Council Member activities. They have also established an expectation that they will use their official City email address when communicating electronically about matters related to City business. [*San Jose v. Superior Court [Smith], 2 Cal.5th 608].* The City Council also directs staff to prepare formal policies to guide their utilization of electronic communications.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING CITY COUNCIL NORMS, VALUES AND PRINCIPLES OF GOVERNANCE

The City Council has adopted Norms and Values outlining the behaviors the City Council places upon itself as a body to guide how it will govern. The norms and values reflect the City Council's collective expectations for their working relationship, the role of the Council and its principles of governance to represent the community as a whole, and the relations between the City Council, Advisory Bodies, and City Staff.

The City Council last revised its Norms and Values in September 2021, and now desires to further revise them based upon Council Subcommittee recommendations and direction provided at the City Council meeting on October 24, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby adopts the City Council Norms, Values, and Principles of Governance, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 14, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A - Norms, Values, and Principles of Governance

City Council Norms, Values, and Principles of Governance

COUNCIL NORMS

Demonstrate Respect
The City Council shows respect and compassion for community, staff, and other members of the City Council in all situations, including those involving disagreement and difference. We focus on forward thinking, while building on history and lessons learned from the past. We avoid responding to perceived derogatory or repugnant public comments during City Council meetings. Out of respect to each other, staff, and members of the public, we avoid using cell phones and other communication devices during City Council and other public meetings where we preside.

Take Responsibility
We are accountable to the community, staff, and to each other for our actions and words. We hold ourselves to the highest ethical standards. We act with integrity and lead by example.

Encourage Civic Engagement
We value and encourage the input of others, and challenge ideas not individuals in our role as policy makers. We recognize the importance of input from various groups and seek to actively engage the community.

Show Appreciation
When appropriate, we recognize and show genuine appreciation for the hard work and accomplishments of staff, advisory body members, community organizations, members of the public and fellow City Council members.

Maintain Transparent Communication
We strive to maintain transparent communication, in meetings and through online and written correspondence.

COUNCIL VALUES

Trust
We value and foster trust and honesty among staff and one another. We listen to others and seek to create an environment of mutual support.

Honest and Effective Communication
We commit to direct, respectful communication to seek a shared understanding. We value diversity of thought and will engage in open dialogue with each other and the public.

Data Driven Decision Making
We seek to make data driven policy decisions. Our findings will rely on fact-based evidence, not unvalidated assumptions.

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Teamwork
We work as a team to create effective policy, focusing on the best outcomes for the community, as a whole.

Enthusiasm and Effort
We have a genuine enthusiasm for our role as policy makers and community leaders. We come to meetings well prepared and ready for robust discussion.

PRINCIPLES OF GOVERNANCE

The City Council will govern on an at-large basis to address the needs of the entire community. Resources will be allocated based on community-wide priorities. To ensure a community-wide focus, City Council members and residents may communicate directly regardless of the district the Council member represents or the district where the community member lives.

Council-Staff Relations
Council and staff work in partnership to achieve our goals. Consistent with Livermore's Council-Manager form of local government, the City Manager plays a central role in directing and facilitating Council-staff relations. Typically, Council members are expected to engage only with Department Directors and other executive staff, and to do so under the direction of the City Manager. Similarly, Council members are expected to engage with City Attorney staff only with the consent of the City Attorney. Trust and effective communication are key to ensure a productive partnership.

Council Responsibility
The primary role of the City Council is to act as policy makers and to govern the activities of the City of Livermore. We strive to understand and reflect the entire community's values and needs. To achieve this, we serve as an oversight body and provide clear policy direction to staff and follow through with the community. We recognize our responsibility of making sound financial decisions that enhance the quality of life for Livermore residents.

Council members are encouraged to seek information and advice from the City Manager and City Attorney as part of their due diligence when forming their own opinions and developing their courses of action on issues. The Council recognizes that staff time is a limited resource and that in some cases complying with Council direction may require substantial staff time. In such cases staff will inform Council if their direction cannot be absorbed and that reprioritization of other tasks may be necessary. Before requesting an item under Matters Initiated, a City Council member is expected to ask the City Manager if there is adequate staff resource capacity needed to address the requested item.

Staff Responsibility

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It is the responsibility of staff, under the direction of the City Manager, to support the City Council and implement policies created by the Council. The City Manager is critical in helping to translate the policy direction for staff, and to ensure that there is sufficient clarity and context. The City Manager and staff shall not take any action requested by an individual Council Member even when that action is consistent with Council priorities.

To effectively support Council, staff will provide timely and complete information needed to make sound policy decisions. Reports and recommendations will be comprehensive and contain explicit and clear information including all facts. Staff will include options or alternatives when appropriate. Additionally, staff is expected to provide guidance and advice to Council, ensuring that they are complying with rules and procedures, and adhering to norms and values.

City Attorney Responsibility
It is the responsibility of the City Attorney, as the chief legal advisor of and attorney for the City and all its departments and office, to provide legal oversight of the City's governance, operation and public policy. The City Attorney provides legal advice and counseling to the City Council as a body and takes direction from a majority of the City Council. The City Attorney shall not take any action requested by an individual Council Member contrary to the desires of the City that have been expressed by a majority of the City Council. The City Attorney counsels and advises the City Council, City Manager, and staff of policy matters to help them make well informed decisions but does not create policy other than through the Risk Management Division's functions. The City Attorney advocates for the City and upholds the integrity of the City's ordinances, regulations, and policies.

As the advisor and advocate for the City, the City Attorney owes two duties directly to the public: to act as a check on governmental action in certain limited circumstances, and to accurately advise the public when called upon to do so. In addition, the City Attorney is a constitutional officer that has direct authority to take certain actions independent of direction from the City Council and must also fulfill the rules of professional responsibility as an attorney and as a government attorney.

Council- Advisory Body Relations
The City Council has created boards, commissions, and committees to advise the City Council. Advisory body members are appointed by and serve at the pleasure of the City Council. We recognize and value the role of advisory bodies to reflect the entire community through their recommendations to inform our policy decisions.

LIVERMORE
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City Council Meeting Rules of Procedure

In addition, the City Council is also governed by City Council Meeting Rules of Procedure.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AMENDING AND ADOPTING CITY COUNCIL MEETING RULES OF PROCEDURE

The City Council has adopted rules of procedure for the orderly, consistent, and fair conduct of its meetings consistent with applicable law. These rules reflect the Council's accepted practices and balance the Council's policies inviting public comment with the need to manage its meetings effectively. The purpose for these rules is to promote public confidence in the City's governance by establishing consistent expectations for the conduct of the people's business and the opportunities for public observation and participation. The City Council has also adopted procedures for teleconferenced meetings and for recording City Council meetings.

The City Council last revised its rules of procedure on July 26, 2021 (Resolution No. 2021-138).

On October 24, 2022, a City Council subcommittee comprised of Mayor Woerner and Council Member Carling crafted and presented to the City Council proposed revisions to the rules of procedure for discussion and direction. Staff also proposed additional changes to clarify and implement the subcommittee's proposed revisions. The City Council expressed their support for the proposed revisions, and requested staff further revise Rule 16.1.2. to include a clearer distinction between appointments to regional bodies and to City advisory bodies when the revisions return for adoption at a future meeting. The City Council also asked for subsequent revisions to the rules to consider changing "Mayor" to "presiding officer" when describing the duties and responsibilities for conducting City Council meetings, and to provide guidance on how to respond to hate speech and factual misstatements made by the speakers addressing the City Council.

The City Council desires to amend its City Council Meeting Rules of Procedure consistent with the proposal from the City Council subcommittee as described above.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby adopts the City Council Meeting Rules of Procedure, attached hereto as Exhibit A, which supersede and replace the rules adopted by Resolution No. 2021-138.

BE IT FURTHER RESOLVED that the *Procedures for Teleconferenced Meetings* and the *Preferred Method of Recording City Council Meetings* attached as Exhibits B and C to Resolution No. 2021-138 remain in full force and effect.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 14, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A - City Council Meeting Rules of Procedure, revised 11-14-22

CITY COUNCIL MEETING

RULES OF PROCEDURE

1. Authority

These rules of procedure are established for the effective and fair conduct of City Council meetings and to help promote public confidence in the integrity of local government. By adopting these rules, the City Council intends to balance a policy of full and free public action and debate with a need to manage its meetings effectively. [36813[1]].

The rules also include expectations for the appointments to the City's advisory bodies and their conduct consistent with these rules, and the Mayor's assignment of the Council Member's offices and seats on the dais.

2. Purpose

The purpose of these rules is to document the City Council's accepted practices and to clarify expectations by establishing guidelines for the orderly, consistent, and fair conduct of the City Council's business.

These rules of procedure are intended to help implement, but do not limit or supersede, the state and local laws that govern the requirements and responsibilities for the City Council's meetings. Those laws include, but are not limited to, the California Constitution, the Brown Act, the Political Reform Act, the Livermore Municipal Code, and the Livermore Development Code.

These rules of procedure are not intended to limit the inherent power or the general legal authority of the City Council, and failure to follow these rules will not invalidate a City Council action. [*City of Pasadena v. Paine, (1954) 126 Cal.App.2d 93].*

3. Rules of Parliamentary Procedure

The City Council has adopted *Rosenberg's Rules of Order, Revised 2011*, as its rules of parliamentary procedure. In the event of a conflict between *Rosenberg's Rules of Order* and these rules of procedure, these rules of procedure shall control.

4. Applicability

These rules of procedure apply to the preparation, posting, and distribution of the agendas for City Council meetings. They also relate to the orderly discussion of items and the City Council's voting procedures to take formal action or provide direction to staff. Lastly, they relate to respective powers for the Mayor and Council Members.

[1] All citations are to the California Government Code unless otherwise noted.

5. Presiding Officer

The Mayor is the presiding officer for each meeting of the City Council that the Mayor attends. In the Mayor's absence, the Vice Mayor shall be the presiding officer for the meeting when the Vice Mayor is present. In the absence of both the Mayor and the Vice Mayor, the Council Members present at the meeting shall select a presiding officer. [36802].

The presiding officer shall have the Mayor's duties and responsibilities for conducting City Council meetings.

6. Mayoral Duties and Responsibilities

The Mayor is directly elected at-large for a two-year term in November of each even-numbered year. The Mayor is a member of the City Council and has all the powers of a Council Member, except when exercising his or her unique mayoral duties. The Mayor enjoys, and shall not be deprived of, any rights and privileges as a Council Member. Additionally, the Mayor shall have all the powers and duties of an elective Mayor as provided by statute including. [34903, 36803; LMC 2.04.020; 81 Ops.Cal.Atty.Gen. 75 (1998)].

6.1 Appointment of Vice Mayor and Vice Mayor Duties and Responsibilities

The City Council has the statutory power to appoint a Council Member as mayor pro tempore, which is the position titled Vice Mayor in Livermore. [34905, 36801].

The Vice Mayor shall be selected for a one-year term and shall be selected at the meeting certifying the election results in each even-numbered year and in December of each odd-numbered year. The Vice Mayor shall have all the powers and duties of a mayor pro tempore as provided by statute. The Council Member selected as Vice Mayor typically rotates among the Council Members.

If the Mayor is absent or unable to act, the Vice Mayor shall then serve for the Mayor, and shall have all of the powers and duties of the Mayor until such time as the Mayor returns or is again able to act. [34905, 36801].

6.2 Reserved

6.3 Seats on the Dais

The Mayor shall sit at the center of the dais for all City Council meetings. If the Mayor is absent, the presiding officer shall sit at the center of the dais.

In December of each year, the Mayor shall assign the seats for the Vice Mayor and the Council Members on the dais. The Mayor should ask Council Members if they have any special needs that should be accommodated before making the assignments.

6.4 Council Member Rooms

The Mayor shall have use of office 216 at City Hall, or such other designation as that office may be given.

In December of each even-numbered year, the Mayor shall assign the use of rooms 218, 219, 220, and 222, or such other designation as those rooms may be given, to the Vice Mayor and the Council Members. Once assigned for use, each Council Member has the right to stay in a room they are occupying. The Mayor and each Council Member shall vacate their assigned rooms within two weeks of the date their respective terms of office expire.

6.5 Conducting Meetings

The Mayor's duties and responsibilities for conducting City Council meetings as the presiding officer are as follows:

6.5.1 Call to Order

The Mayor shall call the meeting to order at the appointed time. If both the Mayor and the Vice Mayor are absent, then the City Clerk shall call the meeting to order and the Council Members present shall then select a presiding officer for that meeting who shall have the Mayor's duties and responsibilities for conducting the meeting.

6.5.2 Preservation of Order

The Mayor shall preserve strict order and decorum, and shall discourage personal, verbal attacks on Council Members, staff, and/or the public, but shall not prohibit criticisms of the policies, procedures, programs, or services of the City, or of the acts or omissions of the City Council or members of the City staff. The Mayor shall confine debate to the item under discussion. [36813, 38638, 54954.3, 54957.9].

6.5.3 Questions of Parliamentary Procedure

The Mayor shall determine all questions of parliamentary procedure in consultation with the City Attorney and City Manager.

6.5.4 Reordering of Agenda

The Mayor may reorder the items on the agenda for a noticed meeting to accommodate members of the public who wish to speak on an agenda item that would otherwise be considered by the City Council later in the meeting. The Mayor shall announce the reorder prior to calling members of the public to speak during open forum.

6.5.5 Motion to Be Stated

The Mayor shall state all motions submitted for a vote by the City Council and announce the result of the vote and identify the no votes and any Council Members that abstained or recused themselves from the vote. A roll call vote shall be taken for all teleconferenced and hybrid meetings and taken upon the request of any Council Member. No action shall be taken by secret ballot, but electronic tabulation may be used to record and report roll call votes. [54953(b)(2) and (c)(2)].

7. General Rules – City Council Meetings

The City Council endorses, and agrees to comply with, the Brown Act. In the event of a conflict between the Brown Act and these rules of procedure, the Brown Act shall control. [54950 *et seq*., 54953].

City Council meetings shall be open to the public, but the public shall be excluded from closed sessions as authorized by state law. [54953(a), 54957].

City Council meetings, except for closed sessions, shall be open to the media. The media shall be excluded from closed sessions as authorized by state law. [54953, 54953.5, 54957, 54957.9].

City Council meetings may be recorded by the public and the media, provided such recordings do not interfere with orderly conduct of the meetings and do not constitute a persistent disruption of the proceedings.

7.1 City Council Meeting Schedule

Each July, the City Council shall approve and thereafter follow an annual calendar for its regular meetings in the upcoming year. The annual calendar shall also identify dates for anticipated special meeting workshops. [36805]. When scheduling meeting dates, care should be taken to avoid conflicts with national holidays or dates that would preclude participation by members of the public due to religious or other observances.

7.2 Quorum

The presence of three Council Members shall constitute a quorum of the City Council necessary to transact business at a meeting. In the event a quorum is not in attendance, those attending the meeting will be named in the minutes, and they shall adjourn the meeting to a set date, time, and location. If all Council Members are absent, the City Clerk shall adjourn the meeting to a set date, time, and location. [36810, 36811].

7.3 Absences

7.3.1 Absence and Compelling Attendance

Council Members who are unable to attend a City Council meeting must request that the Mayor recognize the absence as excused. The purpose of an excused absence is not to relieve Council Members of their responsibility to be present, but is intended to provide the Mayor with an opportunity to ensure an absence is reasonable and to impress upon the Council Member, where necessary, the importance of regular attendance. The minutes shall note whether a Council Member's absence is excused. If a Council Member is repeatedly absent, the City Council may adjourn from day-to-day to compel the absent Council Member's attendance under the penalties prescribed by State law. [36513, 36810, 36813].

7.3.2 Absentee Participation

If a Council Member wants to participate remotely in a meeting, the appropriate way to participate is through a teleconferenced or hybrid meeting as provided for in section 7.4.6. Absent Council Members are discouraged from communicating their opinions on agenda items to staff or other Council Members to present at the Council Meeting on behalf of the absent Council Member.

7.4 Types of Meetings

7.4.1 Regular Meetings

The City Council shall meet in the Civic Center Meeting Hall for all regular City Council meetings. The regular meetings shall begin at 7:00 p.m. on the second and fourth Monday of each month, unless otherwise specified by posted notice. If the meeting date falls on a legal holiday, the City Council shall meet at a date and time designated by the City Council. Regular meetings with closed session items may begin at 6:00 or 6:30 p.m. depending upon the number and complexity of the matters to be discussed. [36805, 54954; LMC 2.06.030].

7.4.2 Special Meetings

Special meetings may be called by the Mayor, the City Manager, the City Attorney, or by a majority of Council Members consistent with applicable laws. The call and notice for a special meeting must specify the items to be considered and the date, time, and location for the meeting. [36807, 54956(a)].

The City Council may take final action at a special meeting that is not a workshop.

7.4.3 Special Meeting Workshops

The City Council may meet informally in special meetings designated as workshops that are called by the Mayor, the City Manager, or by a majority of Council Members. Workshops are special meetings intended for training purposes such as ethics training, sexual harassment prevention and education, and specific

technical subjects such as land use. Special meeting workshops are also intended for the City Council to work with staff to develop administrative items such as the budget and City Council goals and priorities, for the City Council to receive public input on matters of community wide concern, and for similar activities.

Workshops are open to the public and are meetings for purposes of the Brown Act. The City Council may provide direction, but unlike other special meetings the City Council may not take a final action at a workshop. [54956].

7.4.4 Closed Session Meetings

Closed sessions may only be held as authorized by state law and shall be held in accordance with the provisions of the Brown Act. The closed sessions may precede or follow a regular meeting or be called as a special meeting. In addition to the provisions in Section 7.4.2 *Special Meetings*, the City Attorney or City Manager may call and notice closed session meetings as special meetings. [54954.5, 54956.5, 54956.7-54957.1, 54962].

After meeting in closed session, the City Council shall reconvene in open session and make a public report, either orally or in writing, of any reportable action taken in the closed session and the related vote tabulation. [54957.1, 54957.7].

Closed session matters should be managed within the expected time limits for all items. Lengthy closed session matters should be scheduled at the end of a Council Meeting or as a separate special meeting. If a closed session is scheduled before the start of a regular Council meeting, it should conclude no later than 10 minutes before the start time for the regular Council meeting. When necessary, the closed session can be continued to the end of the agenda for the regular Council meeting, but that should be avoided when possible.

7.4.5 Concurrent Meetings

Since the Council Members are also the members of the Livermore Successor Agency, the City Council may concurrently convene the meetings of the City and the Livermore Successor Agency as well as any other legislative body that includes all Council Members. [54952.3].

Joint meetings of the City Council and any other legislative body or bodies shall be noticed as a meeting for each body.

7.4.6 Teleconferenced and Hybrid Meetings

The City Council may meet from different locations connected by electronic means consistent with the provisions of the Brown Act effective at the time of the scheduled meeting. The City Council may adopt, by resolution, specific procedures

for teleconferenced and hybrid meetings consistent with state law. Those procedures should encourage staff and the City Council to monitor connectivity and to rapidly address the technical issues for orderly management of the meeting consistent with the applicable statutory requirements. [54953].

7.4.7 Adjourned Meetings, and Adjourned Regular Meetings

Any meeting of the City Council may be adjourned to a later date, time, and location, and the notice of adjournment shall be posted within 24 hours on or near the door of the place where the adjourned meeting was held. However, if the adjourned meeting is to reconvene less than 24 hours after adjournment, then a copy of the order or notice of the continuance shall be posted immediately following the meeting. [36809, 54955].

The Mayor, City Manager, or majority of Council Members may call for an adjourned regular meeting in consultation with the City Attorney to conduct a regular meeting on a date other than on a regular meeting date on the City Council's annual calendar. [54955]

7.4.8 Emergency Meetings

If at least three Council Members determine that a catastrophic event has caused an emergency situation to exist as defined by law, then the City Council may immediately hold an emergency meeting. [54956 and 54956.5].

7.4.9 City Council Committees

The City Council, may create standing and ad hoc City Council subcommittees, which creation shall occur at a duly noticed Council Meeting.

Care should be taken to not overburden staff, and therefore, City Council subcommittees should only be created in consultation with the City Manager and the City Attorney. City Council subcommittees should be created judiciously. Staff support shall only be provided to those City Council committees duly created as set forth in these rules.

Ad hoc City Council subcommittees are intended to be useful and efficient vehicles for less than a quorum of Council Members, with appropriate support staff, to explore and develop items for placement on a duly noticed City Council meeting agenda for the City Council to discuss and then provide direction or take action.

City Council standing subcommittees comprised of less than a quorum of the City Council and that have continuing subject matter jurisdiction or a fixed meeting schedule established by the City Council, shall comply with the Brown Act and follow these rules of procedure. [54952(b)].

Ad hoc City Council subcommittee's comprised solely of less than a quorum of the City Council and that are limited to both a defined task and a duration that is less than one year, are not subject to the Brown Act and are not required to follow these rules of procedure. [54952(b); *Frazer v. Dixon Unified School District*, (1993) 18 Cal.App.4th 781].

Any City Council subcommittees comprised of less than a quorum of the City Council and have other persons as members, shall comply with the Brown Act and follow these rules of procedure. [54952(b); *Joiner v. City of Sebastopol*, (1981) 125 Cal.App.3d 799].

The City Manager shall keep a record of all standing and ad hoc City Council subcommittees that reflects the committee's creation date, composition, task, duration, and sunset date. The City Manager shall advise the City Council at a duly noticed Council Meeting of any ad hoc subcommittee that has not sunset within one year of its creation so that the City Council can consider whether to terminate the ad hoc subcommittee or reconstitute it as a standing committee.

7.5 Notice and Agenda Posting

The City Clerk shall post the notices and agendas for each City Council meeting in the kiosk in front of City Hall, on the City's website, and at the location where the meeting will be held. Any requirement to post notices and agendas at a remote teleconferenced meeting location outside the City's jurisdiction shall be the responsibility of the Council Member attending the meeting from that location. [54954.2].

7.5.1 Regular Meetings

It is the City Council's goal that the agendas for regular meetings should be posted at least 6 days before the meeting dates, but in no event shall the agenda for a regular meeting be posted less than 72 hours before the meeting date. [54954.2].

7.5.2 Special Meetings and Workshops

Notice of the call for a special meeting must be delivered and received by each Council Member and the media at least 24 hours before the special meeting, and must be posted at least 24 hours before the special meeting date. To the extent possible, it is the City Council's goal that the notice and agendas for special meeting workshops should be posted at least 6 days before the meeting dates, and in no event shall the notice and agenda for a workshop be posted less than 24 hours before the meeting date. [54956].

7.6 Actions Limited to Posted Agendas

The City Council shall not discuss or take action on any item not appearing on the posted notice or agenda for a duly noticed Council meeting. However, as permitted by the Brown

Act, Council Members and staff may briefly respond to statements made or questions posed by the City Council or by members of the public addressing the City Council. City Council members are encouraged to refrain from responding to perceived derogatory or repugnant public comments during council meetings. Council Members may ask a question of City staff or a speaker for clarification, make a brief announcement, or make a brief report on their own activities.

Upon determination by three Council Members that an emergency situation exists as required by law, or upon a determination by four Council Members (or all members present if less than four are in attendance) that there is a need for immediate action that came to the City's attention after the meeting agenda was posted, the agenda may be amended as provided by law to add an item for consideration and action. [54954.2, 54956, 54956.5].

7.7 Continuance of Agenda Items

Items listed on a posted agenda should not be continued or postponed absent good cause.

7.7.1 Discovery of Good Cause Before an Item is Considered

If good cause to continue an item is discovered by City staff after a notice or agenda is posted but before the meeting commences, then after calling the meeting to order the Mayor shall identify the item and announce that is has been continued.

7.7.2 Good Cause to Continue During Consideration

Once an item has been taken up for consideration, City staff, a Council Member, or a participating party as defined in Section 9.5.3 *Participating Parties* may request a continuance of the item. The item may only be continued following a majority vote of the Council Members present.

7.7.3 Public Comment for a Continued Item

If the opportunity for the public to address the City Council has concluded, or the public hearing portion of an item was formally closed, and the item was returned to the City Council for deliberation before it was continued, then the opportunity for public comment on the item will not be reopened absent a motion by the City Council. [54955].

7.8 Consideration of items after 11:00 p.m.

7.8.1 Canvass and Reorder

At 10:30 p.m., or as soon thereafter as practical, the Mayor shall canvass staff and Council Members present to identify the remaining agenda items for consideration. The Mayor will then identify what items will be considered or continued, and in what order. Once the Mayor outlines the balance of the agenda, it may not be amended absent an appeal by a Council Member.

If the City Manager, Mayor, or a City Council Member believes the duly noticed agenda for a Council meeting is not likely to completed in one day, then the City Clerk shall poll the Mayor and Council Members in advance of the meeting to determine their availability to reconvene later that same week. To accommodate members of the public so they do not have to rearrange their schedules, to the extent possible, the public comment period for an item that was started should be completed before the continuance of an item.

7.8.2. No New Items Considered after 11:00 p.m.

The City Council shall not begin consideration of any items on an agenda after 11:00 p.m., but may complete their consideration of an item that was commenced prior to 11:00 p.m.

7.8.3 Exceptions

The City Council may commence consideration of an item after 11:00 under the following circumstances:

a. An item is subject to a legal deadline, such as a project application subject to the Permit Streamlining Act; or,

b. The City Council votes to allow consideration of the item after 11:00 p.m.

7.9 Breaks.

The Mayor shall provide for a 10 min break after approximately every two hours of meeting time. The break should be called at a convenient point in the proceedings closest to the two-hour mark. Council Members may request breaks at other times as needed. Council Members and staff are expected to return promptly at the designated time to resume the meeting.

7.10 Points of Order, Privilege, and Personal Privilege

A Council Member may ask for a point of order, at which time the Mayor will ask for an explanation. Appropriate points of order relate to matters that a Council Member considers inappropriate conduct for the meeting, such as the failure to observe these Rules of Procedure, the City Council's Norms and Values, or the rules of parliamentary procedure.

A Council Member may seek a point of privilege. If so, the Mayor shall ask for an explanation of the Council Member's point. Points of privilege generally relate to matters that interfere with a normal flow or comfort of the City Council's meeting, such as the inability to hear testimony because of disruption.

A Council Member may ask for a point of personal privilege when the integrity, character, or motives of the Council Member are called into question by a speaker; or where the welfare of the City Council is concerned.

If a speaker is interrupted by a point of order, privilege, or personal privilege, the remainder of a speaker's time will be preserved by the City Clerk until the point is resolved.

7.11 Minutes

7.11.1. All Proceedings Recorded

An account of all open meetings of the City Council shall be recorded, and action minutes prepared, by the City Clerk. [36814, 40801]. After the City Council approves the meeting minutes, the City Clerk shall enter them into official minute books of the City Council. The City Attorney may prepare attorney work product notes for closed session meetings attended. [36814].

7.11.2 Approval

The minutes for a City Council meeting shall be reviewed and approved as set forth in this section.

a. The City Council shall approve minutes for a regular meeting, special meeting, and special meeting workshops, except that City Council approval is not required for the City Attorney's closed session attorney work product notes.

b. A Council Member may not approve the minutes for any City Council meeting that the Council Member did not attend, unless the Council Member observed the meeting or reviewed a video or audio recording prepared for that meeting. Also, a Council Member may not approve the minutes for a meeting that they were not eligible to attend as a Council Member.

c. If no Council Members are eligible to approve the minutes for a City Council meeting, then the City Clerk shall attest to the accuracy of the meeting minutes and enter them into official minute books of the City Council.

7.11.3 Preferred Method of Recordation and Minutes

City Council meetings may be recorded by electronic means.

The City Council may adopt a resolution to specify the preferred method of recording for its meetings. [54953].

7.12 Staff Attendance

7.12.1 City Manager

The City Manager shall attend all City Council meetings unless excused by the Mayor, and the City Manager's designee attends. [LMC 2.08.060.F]. The City Manager may make recommendations and shall have the right to take part in all discussions of the City Council, but shall have no vote.

7.12.2 City Attorney

The City Attorney shall attend all City Council meetings unless excused by the Mayor, and an Assistant City Attorney attends. Upon the City Council's request, the City Attorney shall provide opinions and recommendations, either written or oral, on questions of law and procedure.

7.12.3 City Clerk

The City Clerk shall attend all City Council meetings unless excused by the City Manager, and in his or her absence, the City Clerk's designee shall attend. The City Clerk shall record, prepare, and maintain the official record of the City Council's proceedings and perform other related duties as may be prescribed by the City Council and the City Manager. [36814, 40801].

7.12.4 Department Heads/Employees

Department Heads and employees shall attend City Council meetings as directed by the City Manager. The City Manager and City Attorney are encouraged to minimize the number of employees and consultants attending the meetings in person and maximize the opportunities for employees and consultants to participate remotely.

7.12.5 Sergeant-at-Arms

A Sergeant-at-Arms, who shall typically be a sworn member of the City's Police Department, shall attend City Council meetings as directed by the the City Manager. [38638].

7.13 Meetings That Are Not Subject to the Brown Act

As provided by the Brown Act, a quorum of the City Council may attend conferences and similar gatherings, open community meetings organized by a person or organization other than the City Council, open and noticed meetings of another legislative body other than

a City advisory body, and social and ceremonial gatherings without complying with the notice and agenda requirements in these rules of procedure, provided that the Council Members do not discuss among themselves business of a specific nature that is within the City's subject matter jurisdiction. [54952.2(c)(3)-(5)].

Meetings of an ad hoc City Council subcommittee is not subject to these rules of procedure unless the Mayor or City Council expressly state that the committee shall follow these rules. [54952].

Briefings of less than a quorum of the City Council are not subject to these rules of procedure provided the briefings comply with the Brown Act. [54952.2; *Wolfe v. City of Fremont*, (2006) 114 Cal.App.4th 533].

8. Agenda Development

The City Manager is responsible for preparing the City Council's meeting agenda to present items requiring direction or action by the City Council. Items may also be placed on an agenda for City Council consideration in the following ways: by direction of a duly created City Council subcommittee with the City Manager's concurrence; by direction of the City Attorney in consultation with the City Manager; by direction of a majority of Council Members during the matters initiated portion of the agenda to place an item on a future agenda; and under any processes set forth by statute or ordinance that requires City Council action, including City Council consideration of land use matters, appeals, and other matters as set forth in the Livermore Municipal Code and the Livermore Development Code.

The agenda shall contain a brief general description of each item of business to be transacted or discussed, including any items to be discussed in closed session. [54954.2, 54954.5].

9. Order of Business – Regular Meetings

The usual order of business for regular meetings shall be as follows:

9.1 Call to Order

This portion of the agenda is for roll call, the pledge of allegiance, and the reporting out from any closed session items that may have occurred prior to the meeting.

9.2 Proclamations and Presentations

This portion of the agenda is for City proclamations to recognize significant community events, people, or days. The Mayor shall read and present, or designate a Council Member to read and present, the proclamations. The City Manager, or his designee, may develop a policy regarding proclamations as a guide. It is also for City advisory bodies to make brief presentations to the City Council on their activities. As authorized by the Mayor

or the City Manager, this portion of the agenda is also for other local, regional, or state legislative bodies and elected officials to make brief presentations to the City Council concerning activities of interest to the City.

These are ceremonial matters and not action items by the City Council. While the preference is for proclamations to be included in the posted agenda, the desire to recognize a significant community event, person, or day may arise or be discovered after an agenda is posted. In that case, the Mayor may make additional proclamations at a City Council meeting so long as they do not unduly interfere with the City Council's business.

The Public does not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

9.3 Confirmation of Advisory Body Appointments

This portion of the agenda is for City Council confirmation of appointments to advisory bodies and to administer the oath of office to advisory body members.

9.4 Open Forum

This portion of the agenda is for any member of the public to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction. However, to prepare and preserve a proper administrative record, public comments concerning an item listed elsewhere on the agenda should be reserved and addressed to the City Council when that item is called for consideration.

Open forum shall be limited to 30 minutes, usually before the consent calendar. If there are additional members of the public who wish to speak at the conclusion of the 30-minute time period, then the Mayor shall reconvene the open forum at the conclusion of the matters for consideration portion of the agenda unless the Mayor announces that open forum is reordered to a different place on the agenda.

The procedures for public comments during open forum are set forth in Section 11 *Speakers' Rights*.

9.5 Consent Calendar

The consent calendar portion of the agenda is for routine items that are not expected to require City Council discussion. Examples of items for the consent calendar include the approval of minutes, resolutions confirming actions from a previous meeting, the introduction and adoption of ordinances, and the processing of administrative items such as the approval of contracts, the acceptance of public improvements, and other routine items requiring City Council approval by ordinance, resolution, or law. Any Council Member may pull an item for separate discussion. Members of the public may address

the City Council on consent calendar items by following the procedures set forth in Section 11 *Speakers' Rights*.

The items on the consent calendar are generally approved by the City Council by a single motion, but separate motions may be appropriate to accommodate a conflict of interest, an absence, or other Council Member interests.

9.5 Public Hearings

The public hearing portion of the agenda is reserved for items that require, by statute or practice, a noticed public hearing for action. The notices for public hearing items shall be posted in a newspaper of general circulation and mailed to property owners as required by law. [6060].

The procedures for public hearings are as follows:

9.5.1 Introduction

The Mayor shall call each item for hearing and consideration. If there are public hearing items, the Mayor has the discretion to concurrently call the items for hearing and consideration.

9.5.2 Staff Presentation

A member of City staff will then:

a. Introduce themselves and the item by identifying the report and other written material included in the agenda packet for the City Council's consideration, as well as any written comments received from the public.

b. Identify any supplemental written materials that have been provided to the City Council for consideration, which were received or prepared for the item after the meeting agenda was published.

c. Identify any other staff members or consultants that will be part of the staff presentation or are otherwise present and available for City Council questions.

d. State whether the applicant is present and whether the applicant intends to make a presentation to the City Council.

e. Make an oral report, unless waived by the City Council.

9.5.3 Participating Parties

Following the staff presentation, the applicant, appellant, and other named participant in the item that is party to an agenda item (collectively "participating parties") may address the City Council. Participating parties shall address the City Council following the procedures set forth in Section 11 *Speakers' Rights*.

After the Mayor determines that no other participating parties wish to address the City Council on the hearing item, the Mayor will open the public hearing.

9.5.4 Opening and Closing the Public Hearing

The purpose of the public hearing is to provide members of the public with an opportunity to address the City Council concerning the hearing item, as well as to express their support or opposition of the item. The Mayor will formally announce the opening of the public hearing and invite members of the public to address the City Council on the hearing item. Public speakers shall address the City Council following the procedures set forth in Section 11 *Speakers' Rights*.

After the Mayor determines that no other member of the public wishes to address the City Council on the hearing item, the Mayor will formally close the public hearing and return the item to the City Council for City Council questions and comments.

9.5.5 City Council Questions or Comments

Following the staff presentation, comments by the participating parties, receiving public comments during the public hearing, if any, the City Council may ask questions of City staff, consultants, and participating parties, and make comments on the item.

9.5.6 Deliberation

Following City Council questions and comments, the Mayor will invite the Council Members to discuss the item to develop concurrence for a motion. Council Members may continue to ask questions of staff, consultants, and the participating parties as part of their deliberations. The procedures for City Council deliberation are set forth in Section 12 *City Council Deliberation.*

9.5.7. City Council Action

After City Council deliberation, the Mayor shall call for a motion and a second as set forth in Section 14 *Motions*, and the City Council may make such motions as set forth in that section.

If the motion seconded for consideration is substantially different than the recommended action in the published staff report, the Mayor may invite public comments on the motion. Each speaker will be limited to one minute to comment on the motion; and the City Council has discretion to decide not to hear further comment if they choose. Public speakers shall address the City Council following the procedures set forth in Section 11 *Speakers' Rights*.

9.6 Matters for Consideration

This portion of the agenda is for items of business that require City Council action, direction, or receipt of reports that do not also require a public hearing. Generally, the procedures for this portion of the agenda follow the same procedures found in section 9.5 *Public Hearings*, except that the public hearing is replaced by the opportunity for the public to comment after the staff presentation.

Prior to deliberating on matters for consideration, the City Council shall receive public comment as provided for in Section 11 *Speakers' Rights*. After receiving public comment, the City Council shall deliberate as set forth in Section 12 *City Council Deliberation* and shall receive the report, take action, or provide direction as set forth in Section 14 *Motions*.

9.7 City Council Reports and Matters Initiated by Staff and City Council

This portion of the agenda is for:

1. Each member of the City Council to provide brief reports on any intergovernmental agency meetings, conferences, community meetings, meetings of other legislative bodies, or other events of interest to the community. For efficiency and completeness, each Council Member should use the activity reporting spreadsheet and submit their reports to the City Clerk by noon on the day of the Council meeting so the report can be included in the supplemental materials distributed in advance of the meeting. Council members are encouraged to highlight in their oral presentations only those events of most interest to the community. To the extent practical, Council members should report on significant decisions being considered by the regional boards, commissions, and committees to which they have been appointed for the City. For those events that the Council Member attended at the City's expense, it is the City Council's preference to satisfy the expense reporting requirement by submitting a written report of the activities attended. [53232.2(d)];

2. The City Manager, City Attorney, and City staff to provide information of community interest to the City Council and to seek direction from the City Council concerning items to be included on future agendas;

3. The City Council to provide guidance and direction to staff concerning items to be included on future agendas and information to be provided in response to questions raised during open forum;

4. The City Council to request a matters initiated for staff to provide information, perform studies, or undertake other administrative functions or to develop information for Council action at a future meeting. Before requesting a matters initiated, the initiating Council Member is expected to confirm with the City Manager that there is adequate staff resource capacity to address the request, and the City Attorney to the extent the matter involves legal review. If the requested action is routine in nature, the City Manager will direct staff to proceed. However, if the request cannot be accomplished within the approved budget or City Council priorities, or will involve substantial staff resources, the City Manager will report to the City Council at a subsequent City Council meeting and request further direction. At that time, the consensus of a majority of the City Council will be required to proceed.

Members of the public do not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

9.8 Adjournment

This portion of the agenda is for the Mayor to adjourn the City Council meeting to its next meeting. The meeting may be adjourned to a regular meeting, special meeting, special meeting workshop, adjourned regular meeting, or adjourned special meeting. The Mayor may adjourn the meeting in honor of a distinguished Livermore resident or other person of community interest that has passed away.

Members of the public do not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

Adjournment at any other point in the meeting requires a formal motion by the City Council.

10. Order of Business – Special Meetings and Workshops

No matters except those specified in the notice and agenda for a special meeting or special meeting workshop may be discussed at those meetings.

The usual order of business for special meetings and workshops shall be as follows:

10.1. Call to Order

This portion of the agenda is the same as it is for a regular meeting.

10.2. Public Comment

The purpose of this portion of the agenda is to provide the public with the opportunity to address the City Council on only those items listed in the posted notice and agenda for the special meeting or workshop. Public comment shall be received immediately following the call to order for a workshop, and should be received immediately after the staff presentation, if any, for a special meeting.

Public speakers shall address the City Council following the procedures set forth in Section 11 *Public's Rights*.

However, unlike a regular meeting, the agenda for a special meeting will not include an open forum for the public to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction, unless that opportunity is expressly included in the agenda.

10.3 Special Meeting Item and Workshop Item

Generally, the procedures for this portion of the agenda follow the procedures in Section 9.5.1 *Introduction,* 9.5.2 *Staff Presentation*, 9.5.5 *City Council Questions and Comments,* and 9.5.6 *Council Deliberations.* The City Council may take a final action at a special meeting, but not at a workshop, as set forth in Section 7.4.2 *Special Meetings* and Section 7.4.3 *Special Meeting Workshops*

10.4 Adjournment

This portion of the agenda is the same as it is for a regular meeting.

11. Speaker's Rights

A City Council meeting is a limited public forum. [78 Ops.Cal.Atty.Gen. 224 (1995); *Kindt v. Santa Monica Rent Control Bd. (9th Cir. 1995) 67 F.3d 266; White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421; Leventhal v. Vista Unified School District (SD Cal. 1997) 973 F.Supp. 951*]. Members of the public have the right to address the City Council and to attend its meetings, except for closed sessions and other meetings that permit the public to be excluded as a matter of law. During the open forum portion of a regular meeting agenda, members of the public have a right to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction. Members of the public also have the right to address the City Council before the City Council considers or takes action on an item on any regular meeting agenda, except for items properly listed or considered in the *Call to Order*, *Proclamations and Presentations, City Council Reports and Matters Initiated by Staff and City Council*, and the *Adjournment* portions of the agenda. Members of the public shall be provided an opportunity to address the City Council concerning any item that is described in the notice for special meeting workshops and special meetings. [54954.3].

The procedures for addressing public comments to the City Council are as follows:

11.1 Addressing the City Council

Members of the public who want to address the City Council during open forum or before the City Council considers or takes action on an item must indicate their desire by personally submitting a request to speak to the City Clerk, or his or her designee, using the methods specified by the City Clerk in the agenda for that meeting. A member of the public may not submit a request to speak on behalf of any other person. The methods for addressing the City Council will be described at each meeting. The City Clerk will prominently display the methods to address the City Council in the City Council Chambers or other location where the City Council gathers in person for a meeting.

The Mayor shall open public comment during open forum and for agenda items by asking the City Clerk whether there are any members of the public who wish to address the City Council. If there are, the Mayor will then ask the City Clerk to manage the process for calling on speakers physically present and participating remotely as described in Section 11.3.1. Once there are no more persons physically present who have expressed an interest in addressing the City Council, the City Clerk will then call upon the speakers participating remotely. Speakers may request the opportunity to address the City Council until the City Clerk announces that there are no more speakers who have expressed their interest to address the City Council. At that time, the Mayor will close the public comment period. Once the Mayor closes the public comment period, no more additional requests to address the City Council during open forum or for the agenda item will be accepted absent invitation by the Mayor.

The purpose of submitting a request to speak is to help the Mayor conduct the City Council's meetings and to complete its business in an orderly fashion. The intent is not to limit testimony. Therefore, a member of the public will not be denied an opportunity to speak if a request to speak lacks information or because a speaker wants to remain anonymous. Speakers who have not submitted a request to speak on time may be heard by the Mayor's recognition or by another Council Member's successful appeal. [White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421].

11.2 Speaker Time Limit

The amount of time allotted to each member of the public wishing to address the City Council shall be limited to a maximum of 3 minutes. Individual members of the public may not yield their allotted time, or any remaining portion thereof, to anyone else. The Mayor may reduce the amount of time allotted to each speaker based upon the number of persons wishing to speak, the complexity of the item if one is being considered, the anticipated time reasonably needed to complete the remaining items on the meeting agenda, and other reasonable factors.[54954.3(b); *Kindt v. Santa Monica Rent Control Bd. (9th Cir. 1995) 67 F.3d 266; Chaffee v. San Francisco Public Library Commission, (2005) 134 Cal.App.4th 109; 75 Ops.Cal.Atty.Gen. 89 (1992)*]. A speaker using an interpreter shall be allowed twice the allotted time. [54954.3].

Prior to calling for public comment during the open forum, as well as before the City Council considers or takes action on an item, the Mayor shall set and announce the time limit for each member of the public to speak before inviting members of the public to the lectern to address the City Council. For the purposes of these rules, lectern means the physical podium in the meeting room provided for the public to address the City Council, but includes the electronic location utilized by the City Clerk to accept electronic comments during a City Council Meeting.

Open forum will conclude after 30 minutes, but if there are remaining speakers at the conclusion of the 30 minute time period who wish to address the City Council, then the open forum shall be reconvened after the Matters for Consideration portion of the agenda as set forth in Section 9.4.

11.3 Members of the Public Addressing the City Council

11.3.1 A list of people who have requested to speak shall be used to call each speaker to the lectern to address the City Council. The City Clerk will manage the process for calling speakers to the lectern or to unmute themselves if they are participating remotely. The speakers physically present in the meeting will be called upon before those participating remotely. When calling a speaker to the lectern the next two speakers will also be identified so they are prepared to address the City Council when called to the lectern.

11.3.2 The Mayor may request each speaker to state his or her name and city of residence before addressing the City Council. A speaker is not required to provide his or her name or address in order to address the City Council. However, to the extent such information is relevant to the issues being considered by the City Council during a public hearing, the absence of such information may bear on the speaker's credibility and the weight the City Council affords the speaker's comments.

11.3.3 Speakers shall address their comments only to the City Council as a body and not to a particular member.

11.3.4 Members of the public may only address the City Council from the lectern. No member of the public, other than the speaker at the lectern, may address the City Council, unless called upon by the Mayor.

11.3.5 No question shall be asked of Council Members by a speaker, except through the Mayor. No question shall be asked of a speaker by a Council Member, except through the Mayor. Council Members, the Mayor, and the speaker are not obligated to answer any questions asked. The Mayor may refer questions to staff for a brief answer while the speaker is at the lectern.

11.3.6 Speakers shall not use their time to unduly disrupt the orderly conduct of the City Council's meeting.

11.3.7 Speakers are encouraged to avoid repetition.

11.3.8 Speakers are encouraged to avoid making personal attacks.

11.3.9 Each speaker shall relinquish the lectern when his or her time to address the City Council has expired.

11.3.10 A speaker may use his or her allotted time to read letters or other documents, play electronic recordings at a non-amplified volume, or otherwise present information to the City Council in a non-disruptive manner, provided those activities are completed within the allotted time. The City will not provide the means for a speaker to play an electronic recording.

11.3.11 When called upon during open forum, speakers may address the City Council on any item of interest to the public within the City Council's subject matter jurisdiction. [54954.3(a)].

11.3.12 When called upon to provide public comment on a specific item of business on the agenda, speakers shall focus their comments on that specific item of business before the City Council. [54954.3(a); *White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421; 78 Ops.Cal.Atty.Gen 224 (1995)].*

11.3.13 Members of the public addressing the City Council are limited to one oral public comment per speaker per item regardless of format or time submitted.

11.4 Participating Parties Addressing the City Council

Participating parties shall comply with the procedures set forth in Section 11 *Public's Rights* when addressing the City Council, except that the participating parties shall each have up to a maximum of 10 minutes to address the City Council. The Mayor may set and announce the time limit for each active participant to address the City Council based upon the same criteria set forth in Section 11.2 *Speaker Time Limit.*

When the City Council is acting in its quasi-judicial capacity, the Mayor may further modify the rules of procedure in this section, or adopt such additional rules of procedure and speaker times as may be reasonably necessary, to afford the active participants with procedural due process commensurate with the rights at issue.

11.5 Public Criticism

Public criticism of the City's policies, procedures, programs, or services, or of the acts or omissions of the City Council, shall not be prohibited. However, the rights of each speaker to express his or her views is not absolute and nothing in these rules of procedure are intended to confer any privilege or protection for expression beyond that otherwise provided by law. [54954.3].

11.6 Disruptive Speech and Conduct

Any person unduly disrupting a City Council meeting may be requested by the Mayor to leave the meeting. The Mayor shall discourage demonstrations before the City Council, such as applauding or booing. Upon instructions by the Mayor, a Sergeant-at-Arms may be called for the purpose of removing any person who, in the Mayor's judgment, has disrupted the meeting. [36813, 38638, 54954.3, 54957.9, Penal Code 403]. When possible, the Mayor is encouraged to use alternative means, such as direction to speakers to avoid disruption or by taking a recess to review these rules with the speaker, to avoid disruptions to allow the City Council to complete its business.

11.7 Written Communications – Post Hearing Notice, and Post Agenda Publication

11.7.1 Submitted after the hearing notice, but before the Agenda Publication.

Any member of the public may submit written comments and materials to the City Council through the City Clerk's Office. All written comments and materials must be submitted between the date public hearing notices are published (10 days prior to the meeting or as otherwise required by statute) and noon on the day before agenda publication (7 days prior to the meeting). The City Clerk shall deliver all written comments and materials received by 12:00 p.m. the days before agenda publication as part of the agenda packet for the posted agenda.

11.7.2 Submitted Post Agenda Publication.

Any member of the public may submit electronic comments to the City Council using the electronic submission process the City Clerk specifies and makes available on the City's website within the timeframe provided on the agenda. Any additional attachments can be submitted directly to the City Clerk. All comments submitted using the City Clerk's electronic process will be available to the public and the City Council immediately upon submission. The City Clerk shall post on the City's website and deliver any additional materials received by 12:00 p.m. the day of the meeting to the City Council in a supplemental packet prior to the meeting.

Physical copies of written comments and materials, and electronic and physical materials submitted to the Clerk's Office before 12:00 p.m. noon on the day of the City Council meeting, will be included in the supplemental packet. After 12:00 p.m.

noon on the day of the City Council meeting, any member of the public who desires to submit materials to the City Council for consideration at that meeting is hereby instructed to present 8 copies of the materials to the City Clerk for distribution to the City Council at its meeting when the item is considered.

11.7.3 Special Meetings and Workshops.

For special meetings and workshops, the City Clerk shall specify the instructions and timeframes for the public to submit comments and materials in the agenda for those meetings.

11.8 Approaching the City Council

Once a meeting is called to order, no member of the public shall enter the area between the lectern and the dais without an invitation from the Mayor. Members of the public may enter the area before and after the meeting, and during a recess, for the purpose of interacting with the individual City Council Members and City staff.

12. City Council Deliberation

City Council deliberations shall be orderly and guided by the Mayor to reach a decision on the item before them or to provide the direction sought by staff.

Once an item is before the City Council for deliberation, the Mayor shall call upon each individual Council Member present, in turn, to comment on the item and the recommended action or direction sought by staff. When participating remotely, Council Members should use the raise hand feature, or other feature offered by the electronic platform used for the meeting, to indicate they wish to speak and the Mayor should call upon them in the order they requested to speak. Council Members may debate the merits of the item and recommendation, but shall not interrupt any other Council Member who is speaking. After each Council Member has the opportunity to express an opinion on the item, the Mayor shall invite discussion and then a motion.

13. *Reserved*

14. Motions

14.1 Making a Motion

A motion may be made by the Mayor or a Council Member. Once a motion has been made, the Mayor will solicit a second. A motion shall die unless it receives a second. If a motion receives a second, the Mayor shall then invite debate and discussion on the motion and any amendments.

Any Council Member who makes a motion may withdraw it during debate and discussion, even to the point of interrupting a speaker to do so. If the motion is withdrawn, the Mayor

may ask the person who seconded the motion if the Council Member wishes to make the motion, subject to another Council Member's second.

14.2 Categories of Motions

There are four categories of motions that the City Council may consider.

The first category is a basic motion, which is one that puts forward a decision for consideration. For example, a motion to approve City staff's recommendation.

The second category is a motion to amend an earlier motion. Such an amending motion changes a basic motion under discussion in a minor way, but does not supersede it. For example, adding a condition to a basic motion to approve staff's recommendation. If the maker of the basic motion, and the second, accept the amendment, then the amendment shall be incorporated into the original motion without the need for a second on the amending motion. If an amendment is not accepted into the basic motion by the moving Council Members, the process for voting on simultaneous motions is then followed.

The third category is a substitute motion. Such a motion completely does away with the basic motion under discussion and puts a new motion before the City Council. For example, if the basic motion is to approve staff's recommendation, a substitute motion would propose numerous changes to staff's recommendation or assembles multiple amending motions into a single motion. If a substitute motion is approved, the initial basic motion does not require action since it was substituted. If a substitute motion fails, the process for voting on simultaneous motions is then followed.

The fourth category is a hostile motion. A hostile motion is one that seeks to accomplish the opposite effect of the basic motion. For example, when a basic motion is to approve a project, a hostile motion is one to deny the project. If a hostile motion is made, the process for voting on simultaneous motions is then followed.

A decision whether a motion is one to amend or substitute is left to the Mayor's sole discretion. A decision whether a motion is hostile is left to the Mayor in consultation with the City Attorney.

14.3 Simultaneous Motions

The City Council may consider up to three motions on the floor at one time. The Mayor may reject a fourth motion until the three before the City Council have been resolved. When two or three motions are before the City Council, after motions and seconds, the first vote will be on the last motion made. Generally, the discussion when a motion is before the City Council should focus on the last motion made. Once the vote on the last motion takes place, if necessary, discussion and decision on additional motions will take place in order.

However, a hostile motion shall not be in the floor at the same time as the motion it challenges. A hostile motion shall be considered after a vote on the basic motion and its amendments, that it challenges.

14.4 Debatable and Non-debatable Motions

Debatable motions are subject to Council Member comment and discussion before calling for a vote. Non-debatable motions are not subject to Council Member comment and discussion, and are to be voted on immediately.

14.4.1 Debatable Motions

Debatable motions are motions to take action on agenda items and other items of City business. For the purpose of these rules of procedure, all motions are debatable except those expressly identified in Subsection 14.4.2 *Non-Debatable Motions.* Debate on a motion should continue as long as Council Members wish to discuss an item, subject to the Mayor's decision that it is time to move on and take action.

14.4.2 Non-Debatable Motions

Non-debatable motions are procedural and terminating motions. Certain motions once made immediately stop the City Council's deliberations and, upon receipt of a second, should be voted on immediately. The City Council's non-debatable motions are as follows:

a. Motion to Adjourn. If passed, a motion to adjourn requires the City Council to immediately adjourn to its next regularly scheduled meeting.

b. Motion to Recess. If passed, a motion to recess requires the City Council to immediately take a recess, the length of which the Mayor will determine. The Mayor may order a recess without a motion, and without adjourning the meeting, as the Mayor determines necessary to maintain decorum and conduct the meeting in an orderly fashion.

c. Motion to Fix the Time to Adjourn. If passed, a motion to fix the time to adjourn the meeting requires the City Council to adjourn at a specific time set in the motion.

d. Motion to Table an Item. If passed, a motion to table an item postpones an item indefinitely or to a date and time certain set in the motion. If the motion does not contain a specific time, an additional motion is required to bring the item back to the City Council at a future meeting.

e. Motion to Continue an Item. A motion to continue an item has the same effect as a motion to table, but is generally used when good cause exists or

in response to a request by staff, a Council Member, or a participating party, as set forth in Section 7.7 *Continuance of Agenda Items*, or a scheduling problem arises. If passed, the motion continues the item indefinitely or to the date and time set in the motion. If the motion does not contain a specific time, an additional motion is required to bring the item back to the City Council at a future meeting.

f. Motion to Call the Question. A motion to call the question, also known as moving the previous question or limiting debate, stops further City Council deliberation, debate, and discussion on an item. It can be stated as stopping debate or discussion within a certain period of time, such as 15 minutes. If seconded, the Mayor shall then call for a vote on the motion or motions pending before the City Council as provided for in Section 6.7.5 *Motion to Be Stated.*

14.5 Miscellaneous Motions and Appeals

14.5.1 Motion to Suspend the Rules of Procedure

A motion to suspend these Rules of Procedure is debatable and to the extent possible should be addressed to a specific rule. If the Rules of Procedure are suspended in their entirety, such a motion does not supersede law or the Livermore Municipal Code.

14.5.2 Motion to Reconsider

A motion to reconsider any action taken by the City Council may be made as follows: (1) The motion must be made by a Council Member who voted along with majority that voted for the original motion that passed, although the motion for reconsideration may be seconded by any Council Member; (2) The motion must be made either at the meeting at which the action to be reconsidered was taken, or, at the next regular meeting, provided appropriate due process is afforded to any participating parties; (3) The motion is debatable; (4) If any participating party has left the meeting, or if the motion comes at a subsequent meeting, the ultimate decision to be reconsidered must take place at a subsequent meeting; and, (5) If the original hearing was a public hearing, a new notice of hearing must be given before the matter is reconsidered.

14.5.3 Council Member Appeal

Any Council Member may appeal any ruling by the Mayor. If a Council Member so moves and the motion is seconded, after debate, the ruling of the Mayor may be reversed by majority vote. If an appeal is taken, the question shall be, “Shall the decision of the Mayor be sustained?”

15. Action and Direction

15.1 Votes, General Rules

Unless otherwise provided, the City Council's actions must be passed pursuant to a majority vote on a motion, and the motion may not be considered unless it is seconded. A simple majority vote by those Council Members present is necessary to pass a motion providing direction to staff or establishing administrative policy, however motions for the adoption of resolutions and ordinances require an affirmative vote of at least three Council Members to pass the motion as provided in Rule 17.4 *Majority Vote by Three City Council Members Required*.

Any Council Member may, before the "Nays" are called for, demand that a roll call vote be taken on the motion before the City Council. The Mayor's name shall be called last with other Council Members' names called in alphabetical order by the City Clerk. Council Members shall not give explanations for their vote during roll call.

If a motion does not receive the necessary majority vote for passage, the Mayor may solicit additional discussion and another motion for further deliberation and voting. If further discussion and deliberation does not result in a motion receiving a majority vote necessary to pass a motion, the Mayor may declare that "no action has been taken" and proceed with the remainder of the agenda. In the event of a tie vote, the procedures in section 15.2 *Tie Votes*, shall control.

If a Council Member is present at the meeting but abstains from voting on a motion or is silent during the vote on the motion, then the rules in section 15.3 *Abstentions and Silence* shall govern how the Council Member's silence or abstention is tabulated.

15.2 Tie Votes

Generally, a motion fails if there is a tie vote. After a tie vote, the Mayor may solicit additional discussion and another motion in an attempt to break the tie. If the tie vote occurs during a Council Member absence, and the absent Council Member does not have a conflict of interest related to the item being voted on, the City Council may continue the item to a subsequent City Council meeting when the absent Council Member is expected to be present in an effort to resolve the tie. If the tie vote is not resolved, the motion shall fail and the Mayor may declare that "no action has been taken" and proceed with the remainder of the agenda. However, if a decision is legally compelled under state law (such as the Permit Streamlining Act), the tie vote shall constitute a denial of the application, project, or appeal before the City Council and the decision shall be considered final.

15.3 Abstentions and Silence

The City Council discourages abstentions since abstentions without legal conflict may impede the City Council's actions, for example by causing a tie vote. Abstentions also

deprive Livermore residents of one vote of five and may diminish accountability of Council Members on items of legitimate concern. At the same time, it is not the City Council's intention to impede any individual Council Member's right to choose not to speak or vote on an item.

If any Council Member wishes to abstain from voting on a motion, the Council Member must announce the abstention when the item of business is first called for consideration and must not participate in the consideration of the item, in which case the minutes will reflect that the Council Member abstained from the vote.

If the Council Member does not announce an abstention when the item of business is first called for consideration, or the Council Member participates in the consideration of the item, and the Council Member's abstains during the vote, then that Council Member's vote shall be tabulated in favor of the motion.

Silence of any Council Member shall be tabulated along with the majority of the votes cast by the Council Members present and voting on the motion since the silent Council Member is conceding to the majority's wishes.

This rule is intended to expressly modify *Rosenberg's Rues of Order* for counting votes with regard to abstentions and silence by a Council Member.

15.4 Protests

Any Council Member shall have the right to enter into public record reasons for dissent or protests against any motion carried by the majority.

16. Advisory Bodies

16.1 Implementation of Municipal Code

16.1.1 Creation

The City Council may create boards, commissions, or committees, herein after collectively referred to as City advisory bodies, to advise the City Council. [LMC Title 2]. It is recommended that newly formed City advisory bodies are limited to no more than 7 members due to the capacity of the recording system in the Mendenhall Room.

16.1.2 Appointments of Council Members to Regional Bodies; Appointments of Persons to City Advisory Bodies

The Mayor has the statutory authority, with the City Council's approval, to make all appointments of City Council Members to regional bodies that require an appointment from the City of Livermore. The Mayor also has the statutory authority,

with the City Council's approval, to make all appointments of persons to City advisory bodies [40605; LMC 2.04.020; 81 Cal.Ops.Atty.Gen. 75].

16.1.3 Eligibility of City Employees

While City employees are not precluded from serving on advisory boards, commissions, and committees, there is a potential for conflict. The City Council and any subcommittees to the City Council shall not make appointments that are potentially incompatible with City employment for any reason. For example, an appointment will be incompatible with City employment if:

a. An act of the advisory board, commission, or committee may later be subject directly to the control, inspection, review, audit, or enforcement of any other City officer or employee.

b. The time demands of the advisory board, commission, or committee would render performance of duties as a City employee less efficient.

16.1.4 Interviews of Members Eligible for Reappointment

As stated in section 16.1.2 above, the Mayor has the statutory authority, with the City Council's approval, to make all appointments to City advisory bodies. The purpose of the standing City Council subcommittee identified in this section is to interview candidates who apply for a City advisory body and to then recommend candidates to the Mayor for appointment, with the City Council's approval.

Members of City boards, commissions, and committees who are eligible for and interested in reappointment shall be interviewed by the standing City Council subcommittee, along with any other applicants for the position. Membership on this standing City Council subcommittee shall rotate among the Council Members who will be appointed for staggered terms, if possible, to ensure that at least one Council Member has prior experience on the subcommittee. Based upon those interviews, the standing City Council subcommittee shall recommend a nominee for appointment by the Mayor, with the City Council's approval. However, the entire City Council will interview Planning Commission applicants (including incumbents); and the Livermore Area Youth Advisory Commission incumbents do not need to be interviewed to be considered for reappointment.

16.2 Direction to Advisory Boards, Commissions, and Committees

Within the scope of their duties and responsibilities established in Title 2 of the Livermore Municipal Code, or otherwise by the City Council, the boards, commissions, or committees, and standing City Council subcommittees (collectively referred to as "advisory bodies" or "advisory body" for the purposes of this subsection) created by the City Council are directed to:

1. Conform their respective rules of procedures to follow these rules of procedure for their meetings, with appropriate modifications to account for their individual structure including the number of members for the advisory body, the titles for their presiding officer and members, consistent with the restrictions set forth in subsection 3 below;

2. Follow *Rosenberg's Rules of Order* for parliamentary procedure as modified by these rules of procedure;

3. Conform their respective meeting rules to these rules of procedure to reflect the following restrictions directed by the City Council:
    a. Advisory bodies shall not meet through electronic means;
    b. Advisory bodies may create ad hoc committees, but shall not create standing committees without prior City Council approval;
    c. The staff liaison for each advisory body, with approval from the City Clerk, shall determine the preferred method of preparing action minutes for their advisory body meetings, with the exception of Planning Commission who will work with the City Clerk to determine the preferred method of preparing summary minutes for their advisory body minutes;
    d. Staff attendance and agenda development will be determined by the staff liaison for the advisory body, or as directed by the City Council;
    e. The City Clerk shall determine agenda format, software, and language for all advisory body meetings to ensure consistency and compliance with applicable laws and regulations;
    f. Each advisory body, with input from the City Clerk and consistent with the uniform format provided by the City Clerk, may establish their own rules to specify the method to request, and the speaker time limits, for the public addressing the advisory body, but the advisory body must then administer them uniformly;
    g. The advisory body liaison, City Attorney or designee, and City Clerk must approve all advisory body agendas, notices, and cancellations; and,
    h. Section 17 *Document Preparation and Approval* do not apply to advisory body agendas.

4. Coordinate with their assigned staff liaison and the liaison's Department Head to obtain the City Council's approval before beginning any self-initiated project that will require more than 8 hours of staff time to complete that year. However, advisory bodies may pursue self-initiated projects that can be accomplished utilizing the City resources currently allocated to the particular advisory body and that do not take resources away from that advisory body's anticipated work to fulfill its duties and responsibilities to the City Council.

16.3 Annual Reporting

1. Each of the following advisory bodies shall annually appoint one of their members to present a brief verbal update to the City Council describing that particular advisory body's activities for the past year:

   Airport Commission
   Beautification Committee
   Commission for the Arts
   Historic Preservation Commission
   Human Services Commission
   Library Board of Trustees
   Livermore Area Youth Advisory Commission.

2. Other advisory bodies may provide updates to the City Council as necessary or as directed by the City Council.

3. The City Clerk shall schedule the annual advisory body presentations and updates to the City Council in coordination with the staff liaisons to the advisory bodies.

17. Document Preparation and Approval for an Agenda

17.1 Ordinances

No ordinance shall be prepared for presentation to the City Council unless ordered by a majority vote of the City Council, prepared by the City Attorney on his or her own initiative, or recommended by the City Manager and developed with the City Attorney's assistance. [36936; LMC 1.08.060.E and 2.12.030.A.1.d].

17.2 City Attorney Approval as to Form

All ordinances, resolutions, and contracts shall be approved as to form by the City Attorney, or his or her attorney designee, before being placed on the agenda. [LMC 2.12.030.A.1.d]. If the City Manager finds it necessary or expedient to place a contract on a City Council agenda for authority to execute it, but the contract is not yet in final form or has not been signed by the other parties, the City Council shall condition its authorization to execute the contract on the final contract being in substantially the same form as the one presented for the City Council's consideration with such changes as may directed by the City Council, and upon the City Attorney's approval of the final contract as to form. If the contract is substantially changed or is not approved as to form by the City Attorney, then the contract must be placed on a subsequent agenda for the City Council's consideration.

17.3 Ordinance Introduction/Adoption

The City Council hereby establishes and directs that reading the title of a proposed ordinance will be considered to constitute a full reading of the ordinance, unless a majority of the City Council present asks for a full reading. [36934].

17.4 Majority Vote by Three Council Members Required

An affirmative vote of at least three members of the City Council shall be necessary to adopt an ordinance and a resolution, and to approve a contract for the expenditure of funds. An urgency (emergency) ordinance must be adopted by at least four members of the City Council. [36936, 54954.2, 54956, 54956.5].

17.5 Ordinance Preservation

Following adoption of an ordinance, the City Clerk will assign a number to the ordinance, publish a summary, and post the full text according to law. The ordinance shall be filed and preserved in the City Clerk's Office.

17.6 Consent Calendar, Public Hearing, or Matters for Consideration

Ordinances not requiring a public hearing may be presented to the City Council for introduction and adoption on either the consent calendar or matters for consideration portion of the agenda. The City Attorney shall determine the placement of an ordinance on a City Council agenda in consultation with the Mayor and City Manager, or as directed by the City Council.

18. City Council Norms and Values

The City Council has also adopted *City Council Norms and Values* that guide their interactions among each other.

19. City Council Expectations for Brown Act Compliance

The City Council has established an expectation that Council Members will not utilize electronic devices to communicate with themselves, the public, or anyone else during a City Council meeting on substantive matters related to City business. In addition, they have established an expectation that they will not maintain a social media presence as a Council Member, except on the City's official website, with the understanding that personal campaign activities are not official Council Member activities. They have also established an expectation that they will use their official City email address when communicating electronically about matters related to City business. [*San Jose v. Superior Court [Smith], 2 Cal.5th 608].* The City Council also directs staff to prepare formal policies to guide their utilization of electronic communications.

LIVERMORE
CALIFORNIA

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

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

SUBJECT: Resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

SUMMARY

On September 16, 2021, the Governor signed Assembly Bill 361 ("AB 361") into law, allowing the City's legislative bodies to continue to meet via teleconference during proclaimed states of emergency under modified Brown Act requirements when a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558. AB 361 further requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees. AB 361 requires reauthorization every 30 days.

DISCUSSION

An outbreak of coronavirus disease 2019 (COVID-19) caused by the 2019 novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China in December 2019, and has now spread throughout the world.

On March 1, 2020, the Health Officer of Alameda County declared a public health emergency throughout the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid

region or regions to appropriately respond; and,
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States of America.

On March 13, 2020, the City Manager declared a Local Emergency. The local emergency was ratified by City Council and continued every 30 days into 2022, where the emergency was terminated by Council in April 2022, then reinstated in May 2022 (Reso. No. 2022-077) and continued in June 2022 (Reso. No. 2022-099). The local emergency terminated thirty days thereafter, as it was not renewed.

However, the state continues its COVID-19 emergency response and the Governor has signed Executive Order N-11-22, which retains a limited set of provisions that remain necessary to continue responding to the threat posed by, and mitigating the effects of, the COVID-19 pandemic; and precautions toward reducing the spread of COVID-19, including strongly encouraging masking indoors and social distancing.

Based on the above, staff recommends the City Council adopt a resolution reauthorizing teleconference or hybrid meetings of the City's legislative bodies in accordance with AB 361.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with the resolution.

ATTACHMENTS

1. Resolution

Prepared by: Christine Martin
Assistant City 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 REAUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE CITY OF LIVERMORE'S LEGISLATIVE BODIES IN ACCORDANCE WITH ASSEMBLY BILL 361, INCLUDING HYBRID

An outbreak of coronavirus disease in 2019 (COVID-19) caused by the novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China, in December 2019, and spread throughout China and to numerous other countries and territories, including the United States.

COVID-19 is an infectious disease that causes respiratory illness. Experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or have underlying chronic health conditions.

It is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization.

The United States Centers for Disease Control and Prevention (CDC), the United States Health and Human Services Agency, the California Department of Public Health, and the Alameda County Department of Public Health are each working to monitor and plan for the potential spread of COVID-19 to support and guide local actions to preserve public health.

On January 23, 2020, the CDC activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States.

On January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19.

On February 25, 2020, the Centers for Disease Control and Prevention announced that community spread of COVID-19 is likely to occur in the United States.

On March 1, 2020, Health Officer of Alameda County declared a public health emergency throughout the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and,
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a national state of emergency in response to the spread of COVID-19 within the United States of America.

On March 16, 2020, the City Council adopted a resolution ratifying the declaration of local emergency (Resolution No. 2020-033).

On June 8, July 27, September 14, November 9, December 14, 2020, February 8, March 22, May 10, June 28, July 26, September 13, October 25, November 22, December 13, 2021, January 10, February 14, and February 28, 2022, the City Council adopted resolutions of continued local emergency (Resolution Nos. 2020-78, 2020-133, 2020-166, 2020-207, 2020-235, 2021-018, 2021-037, 2021-063, 2021-112, 2021-140, 2021-155, 2021-179, 2021-195, 2021-217, 2022-006, 2022-016, and 2022-022, respectively).

On April 11, 2022, the City Council adopted a resolution terminating the proclamation of local emergency and the temporary suspension and revision of the City Council Meeting Rules of Procedure, and all unexpired emergency orders declared in response to the spread of COVID-19.

On May 13, 2022, the Alameda County Department of Health, along with twelve Bay Area health officers urged the public to take precautions as COVID-19 levels rise, including but not limited to continued masking indoors as the region experiences a new swell of COVID-19 cases and hospitalizations.

On May 20, 2022, the Director of Emergency Services declared a local emergency. The declaration was based on the Alameda County Department of Health's guidance issued on May 13, 2022, and the increase of positive cases among Livermore residents and City of Livermore staff.

On May 23, June 13, and July 11, 2022, the City Council adopted resolutions ratifying the declaration of local emergency and to reauthorize remote teleconference meetings in accordance with Assembly Bill 361 (Reso. Nos. 2022-077, 2022-099, and 2022-121).

On September 12 and October 10, 2022, the City Council adopted a resolution to reauthorize remote teleconference meetings in accordance with Assembly Bill 361 (Resolution Nos. 2022-153 and 2022-167).

The State continues its COVID-19 emergency response, and the Governor has signed Executive Order N-11-22, which retains a limited set of provisions that remain necessary to continue responding to the threat posed by, and mitigating the effects of the COVID-19 pandemic; and precautions toward reducing the spread of COVID-19, including strongly encouraging masking indoors and social distancing.

Alameda County continues to align its response to the State and strongly encourages COVID-19 safety precautions, including masking indoors.

On October 17, 2022, Governor Newsom issued a press release announcing his intent to end the COVID-19 State of Emergency on February 28, 2023, and that he has charting a path to phase out his executive orders.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby finds that conditions warrant reauthorization of remote or hybrid teleconference meetings for the City of Livermore's legislative bodies in accordance with Assembly Bill 361 due to the COVID-19 pandemic.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference.

2. The City Council has determined that COVID-19 continues to impact the ability of the City of Livermore’s legislative bodies to meet safely in person with no teleconference option. In-person meetings of the City of Livermore’s legislative bodies with no teleconference option might present imminent risks to the health or safety of some or all attendees.

3. The staff and legislative bodies of the City of Livermore are hereby reauthorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act for fully teleconferenced meetings, or hybrid meetings that accommodate both in person and teleconference participation by the legislative body members, staff, and the public.

4. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of December 14, 2022, or such time the City Council makes subsequent findings in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Livermore may continue to teleconference without compliance with Government Code section 54953(b)(3).

5. If any section, subsection, clause, or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The City Council would have passed this Resolution and each section,

subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases thereof be held invalid.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 14, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: **Introduction of an ordinance** amending Livermore Municipal Code Chapter 15.26 Green Building Standards Code to include an onsite exception for non-combustion fuel cells to produce electricity.

RECOMMENDED ACTION

Staff recommends the City Council waive the first reading and introduce an ordinance with an effective date of January 1, 2023, to amend Chapter 15.26 (Green Building Standards Code) in The Livermore Municipal Code to include an onsite exception for non-combustion fuel cells to produce electricity.

SUMMARY

On October 24, 2022, the City Council adopted an ordinance to adopt and amend the model building codes. At that same meeting, the City Council directed staff to prepare an additional amendment to the Green Building Coded adopted by reference in Chapter 15.26 of the Livermore Municipal Code to allow natural gas to be provided to a site for non-combustion fuel cells to produce electricity in subsection 15.26.200.

The proposed ordinance amends sections 4.106.5.1 and section 5.106.13.1 of the Green Building Standards code to add an exception that will allow technologies that use natural gas, biogas, and hydrogen powered non-combustion fuel cells to produce electricity to be included in the exceptions where gas can be provided to a site.

The exceptions will contribute to Livermore's goals for electrification and the Climate Action Plan.

DISCUSSION

City Council adopted the 2022 Building Code at the October 24, 2022, Council meeting with a recommendation that an amendment be made to the Green Building Code to add an exception to section 4.106.5.1 and section 5.106.13.1 that reads as set forth below:

15.26.200 GBSC Section 4.106.5.1 added - New Construction

Exceptions:

4. non-combustion fuel cells that convert natural gas, biogas, or hydrogen to electricity on-site.

15.26.280 GSBC Section 5.106.13.1. added - New construction

Exceptions:

5. non-combustion fuel cells that convert natural gas, biogas, or hydrogen to electricity on-site.

The exceptions will support building decarbonization by allowing alternate technologies that use non-combustion fuel cells that ultimately contribute to electrification and meeting Livermore's Climate Action plan.

FISCAL AND ADMINSTRATIVE IMPACTS

None.

ATTACHMENTS

1. Ordinance

Prepared by: Franc Moufarrej
Building Official

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 REVISING AND AMENDING LIVERMORE MUNICIPAL CODE CHAPTER 15.26 *GREEN BUILDING STANDARDS CODE*

Health and Safety Code Sections 17958 and 17958.5 allow the City of Livermore ("City"), by ordinance, to make modifications or changes to the State Building Standards Code and other regulations adopted pursuant to Health and Safety Code Section 17922.

Health and Safety Code Section 17958.5 requires that such changes be determined to be reasonably necessary because of local climatic, geological, or topographical conditions.

Health and Safety Code Section 17958.7 requires that the City, before making any modifications or changes pursuant to Health and Safety Code Sections 17958 and 17958.5, make an express finding that each such modification or change is needed.

Such findings must be made available as a public record and a copy thereof with each such modification or change shall be filed with the California Building Standards Commission.

On October 24, 2022, the City Council adopted Ordinance No 2138 to adopt the State Building Standards Code and made findings and amendments to those codes to establish requirements greater than those set forth in the 2022 edition of the California Building Standards Code codified in Title 24 of the California Code of Regulations, as adopted by the City of Livermore and set forth in chapters 15.02 *Building Code*, 15.04 *Property Maintenance Code*, 15.06 *Fire Code*, 15.08 *Electrical Code*, 15.10 *Mechanical Code*, 15.12 *Plumbing Code*, 15.14 *Residential Code*, 15.26 *Green Building Code,* in the Livermore Municipal Code.

On that date, the City Council also made findings and determined that an additional exception to the Green Building Standards Code was appropriate to allow for an onsite exception for non-combustion fuel cells to produce electricity.

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

Section 1. *Findings*. Amendments to the 2022 California Green Building Standards Code an onsite exception for non-combustion fuel cells to produce electricity are necessary to serve the public interest by reducing the risk to life and property of the citizens of Livermore because of the conditions and findings set forth in Section 1 of Ordinance No. 2138 adopted by the City Council on October 24, 2022,

For the above reasons, taken individually and cumulatively, the City Council of

the City of Livermore finds that there are building and fire hazards, as well as environmental considerations, peculiar to Livermore that require the increased fire protection, structural design, and green building standards set forth in this ordinance.

Section 2. Section 15.26.200 *GBSC Section 4.106.5.1 added – New Construction* is hereby amended to add the following exception number 4 to read as set forth below to be inserted after section 3 that was adopted by Ordinance 2138. Section 15.26.280 *GBSC Section 5.106.13.1 added – New Construction* is hereby amended to add the following exception number 5 to read as set forth below to be inserted after section 4 that was adopted by Ordinance 2138.The added language is shown with an underline, but the underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language:

15.26.200 GSC Section 4.106.5.1 added – New Construction.

4. non-combustion fuel cells that convert natural gas, biogas, or hydrogen to electricity on-site.

15.26.280 GSBC Section 5.106.13.1. added - New construction

5. non-combustion fuel cells that convert natural gas, biogas, or hydrogen to electricity on-site.

Section 3. *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 4. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

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

Section 6. *Effective Date*. This ordinance shall take effect 30 days after its adoption, but the revised and amended codes will not take effect for enforcement until 12:01 a.m. on January 1, 2023, when the 2022 California Building Standards Code becomes effective. Until that date and time, the chapters amended and revised by this ordinance will remain in full force and effect for enforcement.

The foregoing ordinance was introduced and its reading waived at the regular meeting of the City Council of the City of Livermore held on November 14, 2022, by the following vote:

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

The foregoing ordinance was adopted and its reading waived at the regular meeting of the City Council held on November _____, 2022, by the following vote:

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

Bob Woerner
Mayor, City of Livermore

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Hearing to consider a request to amend Development Agreement 18-001 for the Lassen Road Townhomes project to revise the performance schedule to accommodate regulatory permitting of the off-site improvements (DAA 21-002).

RECOMMENDED ACTION

The Planning Commission and Staff recommend the City Council:

1. Adopt a resolution finding the First Amendment to Development Agreement 18-001 is within the scope of the Lassen Road Townhomes Initial Study and Mitigated Negative Declaration in accordance with the California Environmental Quality Act
2. **Introduce an ordinance** amending Development Agreement 18-001 for the Lassen Road Townhomes project (DAA 21-002).

SUMMARY

The applicant and the City are parties to a Development Agreement to secure terms, obligations, and timing of off-site improvements associated with the 186-unit townhome project located at the terminus of Lassen Road. Westgate Ventures was the original applicant for the Lassen Road Townhome project and is now a member of LD-Fund III Livermore Land LLC, which was established a single entity explicitly for the Lassen Townhome Project and party to the Development Agreement. Based on updated information regarding the construction timetables of the off-site public amenities described in the Development Agreement, the applicant is proposing amendments to adjust the performance schedule whereby the Lassen Road townhome project can continue to move forward as progress is made on the off-site improvements. The amendments establish a security deposit schedule and criteria and documentation requirements needed to provide flexibility and adjust to external construction uncertainty, including timing for regulatory permitting and physical site constraints. The Planning Commission and staff recommend the City Council adopt an ordinance approving the proposed Development Agreement Amendment.

DISCUSSION

BACKGROUND

On November 23, 2020, the City Council approved the General Plan and zoning amendments for the Lassen Road townhome project and all associated entitlements (Attachment 1- City Council Report). The approvals included Development Agreement 18-001 (Development Agreement) to secure the terms and timing of off-site improvements and community amenities, including sewer trunkline replacement, trail improvements, and Springtown Boulevard median improvements. The applicant has begun work on the off-site improvements in accordance with the terms of the Development Agreement including design work, property owner negotiations, and regulatory agency coordination.

PROJECT DESCRIPTION

The applicant proposes to amend the Development Agreement to allow adjustments to the performance schedule to respond to external construction uncertainty including regulatory permitting and physical site constraints. The First Amendment to Development Agreement 18-001 (Amendments) would not change the obligations of the parties or the project entitlements. The approximately 35-acre project site is located in the northwest quadrant of the I-580 and First Street interchange (Attachment 2-Location Map). The project site is west of Springtown Boulevard and accessed via Lassen Road, which currently terminates at the project site's eastern boundary. North and east of the project site are existing residential development and rangeland. Vacant rangeland is located to the west of the site. The I-580 freeway abuts the property to the south. The offsite improvements secured through the Development Agreement are located to the west and east of the site and shown on Attachment 2.

STAFF ANALYSIS

Development Agreement 18-001

The project approvals included the adoption of a Planned Development Residential District to include customized zoning standards that address topographical and environmental conditions on the project site. The Planned Development Residential District includes additional design features and public amenities to justify variations from conventional zoning, such as open space and trails, beyond those typically required by ordinance. Off-site design features and public amenities approved as part of the Planned Development were secured and implemented through the Development Agreement.

The Development Agreement requires the developer to secure right-of-way, design, and construct segments of the Arroyo Las Positas Trail, as identified in the Livermore Active Transportation Plan. The trail has been identified as a high priority project by the City, the Livermore Area Recreation and Park District, and the community. Once completed, the trail segment would close a significant gap in the Livermore trail network and provide a comfortable bicycle and pedestrian crossing from north Livermore over I-580 via the Las Colinas overpass.

In addition, the developer will complete the Springtown Sewer Trunkline project (sewer project) in coordination with and adjacent to the proposed trail improvements. The City's Capital Improvement Program (CIP) identifies the sewer project as CIP 201414. The sewer project replaces an existing 50-year-old, approximately 2,400 linear-foot sewer line between I-580 and Springtown. Life expectancy for this type of pipe is 50 years primarily due to corrosion. The sewer project relocates the sewer away from the Arroyo Las Positas, which has potential to expose, impact, and/or damage the trunkline, and installs a new, corrosion resistant type of pipe. Sewer replacement funds (Fund 239) will reimburse the developer for the sewer project.

Finally, under the Development Agreement, the developer will design and construct Springtown Boulevard Median Improvements between westbound on-ramp to I-580 and Bluebell Drive, which includes renovating an existing concrete median by installing street trees and landscaping to enhance this entry into Springtown.

Development Agreement Amendments

As stated previously, the proposed Amendments do not change the terms or obligations set forth in the Development Agreement. The Development Agreement currently includes a clause that authorizes the City Manager to adjust the performance schedule if unexpected circumstances arise. However, after commencing post-entitlement work on the project, the applicant is requesting amendments to allow more flexibility to respond to regulatory permitting requirements and complete the townhome development project. The applicant is requesting specific criteria that would allow the townhome project to move forward in the event there are unforeseen delays with the off-site improvement construction.

Due to the location and characteristics of the off-site improvements, permits from regulatory agencies are required (U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, CA Department of Fish and Wildlife, and CA State Water Board). Under the terms of the Development Agreement, applicable permits shall be secured prior to construction of off-site improvements. Based on new site information not available during entitlements and coordination with regulatory agencies, the timing for securing permits is less certain. The Amendments will provide flexibility to address the uncertainty with regulatory permitting.

If regulatory permits are not obtained as scheduled in the Development Agreement, the Amendments establish specific criteria to allow continued construction of the townhome project. The amended performance schedule includes security deposits (in addition to required traditional bonding obligations) equal to 125% of the cost of the off-site improvements, deposited into an escrow account. If the developer does not meet certain off-site milestones within identified timeframes, specified portions of the security deposit will be submitted to the City. Most of these funds can be reimbursed to the developer if they achieve substantial completion prior to the 186th building permit. If the developer fails to achieve final completion of the off-site improvements within six months of the 186th building permit, the developer will forfeit all reimbursements, bonds, and half of the security deposit. The City would then use the bonds and security to build and complete the off-site improvements. The intent of the Amendment is to provide flexibility and allow the off-site improvements to develop in step with the townhome development project.

ENVIRONMENTAL DETERMINATION

An Initial Study and Mitigated Negative Declaration was prepared and adopted in 2020 for the original townhome project, including the Development Agreement, in accordance with the California Environmental Quality Act (CEQA). Planning Commission and Staff recommends the City Council adopt a Notice of Determination finding that the environmental impacts of the Development Agreement Amendment are within the scope of the previously adopted Mitigated Negative Declaration.

PLANNING COMMISSION

On October 4, 2022, the Planning Commission reviewed the CEQA determination and Amendments and

unanimously recommended approval.

FISCAL AND ADMINISTRATIVE IMPACT

Allocation of staff time and utilization of existing staff resources would be necessary to administer the amended Development Agreement. Staff time and resources would be required to participate in regulatory agency coordination meetings and to review plans and document reviews and other technical analyses associated with the offsite improvements. The developer remains responsible for constructing off-site improvements and will be reimbursed pursuant to the terms of the Development Agreement.

ATTACHMENTS

1. City Council Report - November 23, 2020
2. Location Map
3. Draft 10-04-22 PC Meeting Minutes
4. Resolution - CEQA
5. Exhibit A - PC Reso 22-22
6. Ordinance
7. Exhibit A - First Amendment to Lassen DA 18-001
8. Exhibit B - PC Reso 22-22

Prepared by: Andy Ross
Senior Planner

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM 5.01

DATE: November 23, 2020

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Lassen Road Townhomes Project – Request for a General Plan Amendment to change the land use designation from Low Intensity Industrial, Service Commercial, and Limited Agriculture to Urban High (UH-3) Residential and Open Space on approximately 35 acres, establishment of a Planned Development Residential Zoning District, and subdivision to authorize development of 186 attached townhomes.

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council take the following actions to authorize the future development of 186 townhomes on a portion of the project site:

1. Adopt a Resolution adopting the Lassen Road Townhomes Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program pursuant to the California Environmental Quality Act (CEQA);

2. Adopt a Resolution approving General Plan Amendment (GPA18-003), Vesting Tentative Tract Map (VTTM) 8454 (SUB18-001), and Site Plan Design Review (SPDR) 18-003;

3. Introduce an ordinance adopting Zoning Map Amendment (ZMA) 20-001, establishing Planned Development Residential (PD-R) 18-003; and

4. Introduce an ordinance approving Development Agreement (DA) 18-001.

SUMMARY

The applicant is requesting entitlements to develop the vacant project site, currently designated for industrial uses, with 186 attached townhomes. The project site is approximately 35 acres and located north of I-580, near the First Street overpass, and accessed from Springtown Boulevard via Lassen Road.

The project would be developed in conformance with Scenic Corridor Policies and minimize views from I-580. In addition, the project would include securing terms and timing of the design and development of off-site trail, sewer infrastructure, and roadway median improvements through a Development Agreement.

The Planning Commission and staff recommend the City Council authorize a change of the site's General Plan land use designation from Low Intensity Industrial, Service Commercial, and Limited Agriculture to Urban High Residential-Category 3 and Open Space, and adopt a Planned Development Zone that will accommodate housing on the site's least visible areas. The designation of the site for housing would provide an opportunity to increase the City's overall housing supply and provide accessible open space consistent with the City's General Plan Goals, Policies and Objectives.

BACKGROUND

On August 5, 1981, the project site was annexed into the City and zoned Planned Unit Development for light industrial uses, limited agriculture and service commercial uses, known as the Springtown Business Complex. Since that time, the site has remained vacant and undeveloped. In 2005, the adjacent site to the north and west was approved for a private high school that has not been constructed. There is an existing Development Agreement and approved development plan for the high school. Currently, the property owner is not moving forward with the high school project.

On May 13, 2019, the City Council approved concurrent consideration of the General Plan Amendment and the housing development project and all associated entitlements. In addition, the City Council authorized staff to negotiate a Development Agreement to secure the terms and timing of off-site improvements and community amenities. At that same meeting, the City Council also authorized potential payment of in lieu fees for a portion of the required affordable housing units that must be provided as required by the Development Code.

On June 16, 2020, the Planning Commission held a public hearing and adopted Resolutions 18-20 and 19-20 recommending the City Council approve the development project, subject to two amending motions and the conditions of approval (see Planning Commission section below and attached meeting minutes).

DISCUSSION

The applicant proposes to amend the General Plan to develop an approximately 35-acre site with residential and open space uses. The project would include 186 attached two- and three-story townhome units clustered within an approximately 12-acre envelope. The proposal includes traditional architectural styles adapted to the townhome product type, grouped in separate buildings on 33 lots. Units range in size from approximately 1,200 square feet to approximately 1,900 square feet.

The project also includes recording an open space easement on the remaining 23 acres and securing the terms and timing for constructing on-site and off-site public trails, through a Development Agreement. The proposed off-site trail would provide an I-580 crossing at

Las Colinas overpass for pedestrians and bicyclists going to and from Springtown. The new land use regulations would replace the current designations that permit light industrial, limited agricultural, and service commercial uses on the site (page P-1 of the Development Plans, Attachment 4a).

The proposal includes the following entitlements:

- General Plan Amendment (GPA18-003) to change the existing General Plan land use designation from Low Intensity Industrial, Service Commercial, and Limited Agriculture to Urban High Residential-Category 3 and Open Space.

- Zoning Map Amendment (ZMA) 20-001 and Planned Development Residential (PD-R) 18-003 to establish new residential development standards and replace existing Planned Unit Development zones that currently allow industrial use on the properties.

- Vesting Tentative Tract Map (VTTM) 8454 (SUB) 18-001 to establish the private street layout, associated public improvements, and lot pattern.

- Site Plan Design Review (SPDR) 18-003 to ensure the architecture and landscape design of the project complies with the City's Design Standards and Guidelines.

- Development Agreement (DA) 18-001 to establish terms and timing for off-site trail sewer, and roadway median improvements and community amenities that would support the change in General Plan and zoning.

The project site is located west of Springtown Boulevard and accessed via Lassen Road, which currently terminates at the project site's eastern boundary (Attachment 1). The vacant site is used for grazing and is made up of varied topography and rolling hills. Elevations range from 520 feet in the southwest corner of the site, to approximately 550 feet along the southern boundary adjacent to I-580, and 610 feet at its highest peak. (The grade of I-580 is approximately 530 feet in elevation). An approximately 300-linear foot reach of the Arroyo Seco flows east to west in the southwest corner of the site. On the north and east of the project site is existing residential development. Located directly to the east of the site is existing commercial development. Rangeland is located to the west of the site.

General Plan

The project site is adjacent to and within the City's North Livermore Urban Growth Boundary and has Low Intensity Industrial, Service Commercial, and Limited Agriculture General Plan land use designations.

The Low-Intensity Industrial (LII) designation identifies land uses including manufacturing, warehousing, research and development facilities, and administrative and professional offices. The project site includes three approximately 4-acre LII areas (cumulatively 12 aces) distributed across the site. It also includes an approximately 2-acre Service Commercial parcel on the south side of Lassen Road. Service Commercial (SC) uses

include auto oriented uses located in the general vicinity of freeway interchanges, with significant access potential from the community at large. The Limited Agriculture (LDAG) designation applies to those areas suitable to agriculture, viticulture, and grazing and creates a transition between the open, unincorporated areas surrounding the City and the low-density residential areas on its outskirts. Approximately 21 acres of the project site are designated LDAG.

The applicant proposes to change the existing General Plan designations to Urban High Residential-Category 3 (UH-3): (14-18 dwelling units per acre) and Open Space (OSP). The UH-3 designation accommodates a range of residential densities and attached housing types including townhouses. UH-3 is found primarily in areas near major roads with adequate infrastructure, public services, and amenities to support higher densities. A 12-acre portion of the site would be changed to the UH-3 designation. (P8 of the Development Plans, Attachment 4a). The project density would be 16 units per acre, which is within the UH-3 allowable range.

The remainder of the site, approximately 23 acres, would be designated Open Space and would be encumbered with an open space easement that would ensure it remains open space permanently. The Open Space designation is applied to areas to be maintained as open space because of valuable natural or scenic resources or environmental conditions such as topography, terrain, or habitat value that limit development potential. The OSP designation includes parks and trails, creeks and arroyos, or areas of scenic value.

The project site is subject to the City's Scenic Corridor Polices because the site is within 3,500 feet of the centerline of I-580. According to the Community Character Element of the General Plan (Section IV Scenic Routes, Part C.2. (a)- I-580 Scenic Corridor Implementation) (p. 4-39), the project site is located in Zone 1 of the Scenic Corridor. The Scenic Corridor grading policies allow a 5 percent alteration to slopes above a grade of 10 percent. The project grades 1.75 acres on slopes above 10 percent, in compliance with General Plan standards, to facilitate the development of buildings and landscaping berms. In addition, the project site is located within Subarea 3, subpart D, which states: "Section C.2(a) requirements, which limit the percentage of areas of 10-15 percent slope category which may be altered, shall not apply to public or private primary access roadways" (p.4-52). Consistent with this requirement, the project grades an additional 1.6 acres, approximately, for the private roadway network to provide access to the proposed units. (page P-3 of Development Plans; Attachment 4a).

Subarea 3, Subpart D also restricts visible development to the lowest lying ten percent slope at the base of the hill area. The majority of the proposed residential housing development is located in the site's lowest lying 10 percent slope area adjacent to I-580, near the First Street overpass, in the southeast corner of the site (page P-3 of Development Plans; Attachment 4a).

The project site includes additional areas with less than 10 percent slopes located in the natural saddles between the knolls, at slightly higher elevations, not considered the base of the slope or the lowest lying area of the hillside. Subarea 3, Subpart D of the Scenic Corridor allows for development in these areas by establishing a precise set of view angles at which point development shall not be visible from I-580. These areas and view angles

are identified on Figure 4-7 of the General Plan (Attachment 5). The balance of the proposed housing is concentrated in lower lying areas on the north side of site and follows the natural contours. The project would not be visible from the prescribed vantage points illustrated in the General Plan. (LP-1 through LP-6 of the Development Plans, Attachment 4c). The project is consistent with the City's Scenic Corridor policies and, therefore, does not require a General Plan Scenic Corridor amendment.

If the City Council approves the General Plan Amendment and rezoning, the site would become a Transferable Development Credit (TDC) receiver site consistent with Livermore Development Code Section 4.020.060. The project proposes to pay the Transferable Development Credit in-lieu fee to comply with the Transferable Development Program and increase in density above the baseline. The project would pay approximately $1.4 million in TDC fees. The TDC fees are used to purchase property and/or secure open space easements in the North Livermore area for permanent preservation of open space.

In addition, the City Council would normally have to allocate residential units to this project through the City's Housing Implementation Program (HIP). However, due to recent state legislation, the City's HIP is suspended until 2025. Even without the current suspension of the City's HIP, there would have been enough TDC units in the HIP to allocate to this project, while still ensuring there are adequate public services and infrastructure to serve the project.

The proposal is consistent with the following General Plan Policies:

- Objective LU-1.1: Locate new development so as to create a consolidated pattern of urbanization, maximizing the use of existing public services and facilities.

Response: The project supports completing an existing neighborhood pattern in proximity to existing residential and commercial uses maximizing the use of existing public streets, services, and facilities. Development is clustered within an approximately 12-acre envelope.

- Objective LU-1.2: Create neighborhoods that include a mix of uses and a range of housing types to meet the needs of all residents.

Response: The project would facilitate a townhome development that is adjacent and proximate to other residential housing types (attached and detached single family residential homes), commercial uses, and civic and open space amenities uses such as the Springtown Library, local trail network, and the Springtown Open Space (formerly the Springtown Golf Course).

- Objective LU-4.2: Ensure new development complements its local context and minimizes impacts on the environment.

Response: The project is compatible with the existing neighborhood context. The project is designed to cluster development near existing utilities and generally utilize the existing physical contours of the site and provide permanent protection of natural open space.

- Housing Element - Action 1.2.1 - Continue to update and amend the General Plan as needed and appropriate to provide a range of housing types, densities, and affordability levels.

Response: The project includes a General Plan Amendment and Zoning Map Amendments that would provide for a range of housing types, densities, and affordability levels.

- Community Character-1-P.7 - Open space shall be used to protect and enhance local community character and identity, and to guide the physical shape and direction of urban growth to preserve the rural characteristics of the area.

Response: The project clusters urban development near existing streets and services and maximizes the preservation of open space; using the natural characteristics and topography to shape and frame residential development.

- Community Character-1-P.8. New development shall be designed to preserve views from existing neighborhoods to the greatest extent feasible

Response: The project uses the natural contours and setbacks to minimize views from adjacent neighborhoods. Further, the project uses landscape design, native tree plantings, and earthen berms to minimize views from I-580 and the surrounding area.

- Community Character-1-P.13 - The City shall utilize open space easements to preserve sensitive environmental and visual resource areas as open space in perpetuity. Parcels with open space easements recorded on them shall subsequently be redesignated to Open Space (OSP) on the General Plan Land Use Map to ensure that no future urban development is considered on the parcel.

Response: The project would designate 60 percent of the project site as Open Space (OSP) on the General Plan Land Use Map and further secure the property through an open space easement, as required in the conditions of approval.

Zoning

The current zoning designation is Planned Unit Development 105-80 and 88-81. The current zoning allows for an assortment of light and medium industrial uses such as research and development, manufacturing and processing. These uses are concentrated to those areas of the site that are designated SC and LII.

The applicant is proposing a Zoning Map Amendment to establish a Planned Development-Residential (PD-R-18-003) District. Generally, a Planned Development District is intended for development projects that require more flexible development standards that allow the project to address geologic, topographical, and environmental factors in a manner that could not be achieved in a conventional zone. Even with this

flexibility, a Planned Development zone must conform to the requirements of the General Plan.

In response to the site's topography, the Planned Development prescribes precise setback, coverage, height, and building pad maximums for each of the townhome buildings, which eliminates the possibility to expand the townhomes in the future. Further, the Planned Development zone and subdivision map concentrate residential development in the flatter and less prominent locations of the site, in compliance with the Scenic Corridor policies.

The Livermore Development Code (section 3.04.030.J.1) requires Planned Developments to provide a design feature in exchange for variation from the conventional zoning regulations. The Code considers a design feature as one that exceeds what is otherwise required by Code or by the California Environmental Quality Act and in proportion to the degree of variation. Examples include:

- Preservation of open space
- Parks, trails, and bicycle paths beyond those required under ordinance
- Clustering of homes in order to provide greater open space, parks, and trails
- Diversification of building sizes and types

The proposed project complies with the Planned Development design feature requirements because it would preserve approximately 23 acres of open space for public use, scenic protection, and habitat conservation through an open space easement. In addition, the project would provide off-site public trail improvements of community-wide significance. (See Development Agreement discussion below). Further, the project's design clusters the residential homes in order to provide greater open space. Within this 12-acre envelope are a variety of two- and three-story townhome buildings with diverse architectural styles.

Vesting Tentative Tract Map 8454 (Subdivision SUB18-001)

The project entitlements include a Vesting Tentative Tract Map in conformance with Part 10 of the Livermore Development Code, which regulates the division of land consistent with the Livermore General Plan to facilitate orderly development of the community.

Vesting Tentative Tract Map 8454 merges the two existing parcels, creates seven open space lots, and a 12-acre development envelope that is further subdivided into 33 buildable lots and private streets (Page C-1 of the Development Plans, Attachment 4a). Parcels A, B, and C (approximately 23 acres or 66 percent of the site) remain open space for public use, scenic protection, and habitat conservation. Parcels E, F, and G will remain open space for storm water retention and management and other non-recreational functions. Parcels D and H are dedicated as a park with playground equipment and similar park structures, and community gardens, respectively.

The 33 lots would facilitate development of the proposed 186 townhome units consistent with the UH-3 density range. These lots range in size from 6,400 to 19,975 square feet and

would accommodate multiple units in one building. The average lot size is approximately 9,440 square feet. The variability in lot size is in response to the topography as well as the diversity of housing product type. The lot layout and configuration establish building footprint sizes for the different residential product types, enable clustering consistent with the intent of the Planned Development District, and comply with the General Plan Scenic Corridor Polices.

The proposed lot pattern is logically placed along an efficient loop road. Access would be via Lassen Road, a public street. At the project boundary Lassen Road would transition to a private street network that will be improved with curb, gutter and sidewalk in conformance with the City's Standard Engineering Details (p.ST-2B). The private streets would be maintained by a Homeowners Association. The project requires public utilities including water and sewer, which would be maintained by the City through collected user fees.

The Tract Map also identifies construction of the Arroyo Las Positas Trail, identified as T-6 in the City's Active Transportation Plan (Attachment 6). T-6 would connect to the Lassen Road public right of way and align through the site east to west, parallel to Street A, to the northwestern property boundary (L-2 of the Development Plans, Attachment 4a). The trail would continue onto adjacent property and eventually to the Las Colinas overpass where it would provide a safe and comfortable I-580 crossing for bicycles and pedestrians (See Development Agreement discussion, below).

Traffic and Transportation Analysis

A Transportation Impact Assessment (Assessment) was prepared to evaluate the transportation impacts of the project and the capacity of the roadway network and intersections. (Appendix H of the Initial Study, Attachment 9). The project is expected to generate approximately 1,139 daily vehicle trips, including approximately 87 morning peak-hour and 102 evening peak-hour trips. According to the Assessment, the project would not decrease the level of service or increase traffic delay at the surrounding intersections below acceptable levels as identified in the General Plan.

In addition, the Assessment evaluated a project alternative reflecting the existing General Plan land use designations (light industrial/business park uses) for the site assuming land intensities considered to be reasonably foreseeable. The light industrial alternative is estimated to generate approximately 2,985 daily trips, 354 AM peak hour trips, and 386 PM peak hour trips, which is substantially higher than the project trip generation estimates. Therefore, the project is also considered less than significant compared to trip generation under the currently permitted land uses.

The existing roadway and intersection configuration between the First Street overpass and Bluebell Drive requires merging and cross lane movements. The current PM peak hour congestion on northbound Springtown between Bluebell and the I-580 interchange is primarily caused by weaving vehicles from the two off-ramps and traffic that turns right onto Bluebell Drive The project would not substantially worsen this situation because project traffic would not need to make the left-to-right weaving movement. In addition, I-580 cut-through traffic is periodically a factor. The variability of the merging patterns and a

sporadic influx in volumes from cut-through traffic through these intersections contributes to a perceived delay.

In the short-term City staff is evaluating and implementing operational changes to the signal timing to improve traffic flow through this intersection complex. In addition, the 2020 Resurfacing Project, CIP 2020-01 will resurface and restripe the First Street overpass adding bicycle improvements to the interchange. In the long-term, the City has plans to widen the First Street overpass and reconstruct the interchange to include both added vehicle capacity and improved bicycle and pedestrian facilities. Additionally, through the project Development Agreement, as an additional project amenity, the Developer has offered to cover 50 percent of the cost of improving the existing concrete median along Springtown Boulevard between Bluebell Drive and the First Street overpass, by removing the concrete and planting street trees to help beautify the gateway into Springtown. As previously noted, the developer will also construct Trail T6 to provide an alternative I-580 crossing for bicycles and pedestrians.

Emergency Vehicle Access

The Traffic Impact Assessment evaluates factors such as number of access points, roadway width, and proximity to fire stations to determine whether the project provides sufficient emergency access. The Fire Access Plan shows the turning geometry of a Livermore-Pleasanton Fire Department truck within the project site and confirms that adequate emergency access can be provided. (P-6 of the Development Plans, Attachment 4a).

The Planning Commission recommendation for approval included an amending recommendation to provide an Emergency Vehicle Access in addition to the normal street network access to the site. However, staff is not recommending an Emergency Vehicle Access for the project based upon further clarification and confirmation with Fire Department staff.

The Uniform Fire Code states that projects having up to 200 dwelling units may have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems installed. The project would consist of 186 attached townhomes, which would be constructed with NFPA 13R sprinkler systems. This sprinkler rating provides full property coverage. In contrast, single family detached home sprinkler systems, are designed to only provide life safety protection and offer less coverage.

Additionally, the site's surrounding context is grasslands, which would interface with fire breaks in the form of irrigated landscape buffers, trails, and roadways. Any potential alternate, second access route to the neighborhood would likely follow the adjacent T-6 off-site trail, upgraded to appropriate emergency vehicle standards. Generally, the intent of an emergency vehicle access is to provide safe access for emergency vehicles and an evacuation route away from a hazard like fire and flooding. Using the T-6 trail as a secondary access route would require emergency vehicles and evacuees to pass through the hazard, which is counter to the intent of an Emergency Vehicle Access. The Fire Department has reviewed the proposal and determined the project complies with the City's

fire safety and access standards as currently designed and no Emergency Vehicle Access is required.

Site Plan and Design Review

Site Plan Design Review (SPDR) 18-003 covers the development's site layout, landscape design, and building architecture. The site plan establishes efficient building orientation harmonious with the existing contours of the site and positioned to efficiently and logically relate to the street, pedestrian walkways, and adjacent buildings. The buildings would be oriented to provide appropriate spacing and positioning to promote pedestrian connectivity, convenient access, and maintain privacy, utilizing streets, alleys, and paseos.

Parking is provided in attached garages consistent with the Livermore Development Code. The project provides a total of 372 spaces (the total minimum required). In addition, the project includes an additional 60 on-street spaces throughout the private street network (P-4 of the Development Plans, Attachment 4a).

Landscape Design

Surrounding Open Space would contain the proposed residential development by using existing topography enhanced with berms, agricultural plantings, and native trees. The landscape design screens and frames views from various vantage points. In addition, the landscape design creates an inviting neighborhood with a variety of street, alley, and paseo trees and shrubs, pedestrian nodes, plazas, gardens, and seating areas conducive to recreation and respite.

The project's proposed berms would screen the development from specific vantage points. Specifically, a berm would be constructed on a knoll on Lot C. (P-10 of the Development Plans, Attachment 4a). The berm would be approximately 20 feet tall to about an elevation of 600 feet and be designed to blend into the natural hillside context. (P-13 of the Development Plans, Attachment 4a). Ultimately, this knoll would be integrated into the trail network and designed as an overlook with benches and shaded areas. (p L-2 of the Development Plans, Attachment 4a).

Additionally, a berm would curve through Lot A, between I-580 and the lowest-lying homes, near the First Street overpass. Generally, this berm aligns northwest to southeast and ranges in height from 5 to 20 feet. The berm would screen and soften views of the site from westbound I-580 and would be landscaped with Coastal Live Oak and Valley Oaks to blend with the visual context of the I-580 corridor.

Portions of the surrounding natural open space include orchards and vineyards consistent with the viticulture and agricultural character of Livermore. These areas would be placed under conservation easement and managed by the Homeowner's Association (HOA). The open space area includes a portion of trail T-6, Arroyo Las Positas Trail (see Development Agreement discussion below), as well as internal loop pathways and promenades, (accessible to the general public) that provide recreational opportunities, scenic viewing, and plaza areas.

Architecture

The proposed project includes three townhome product types. Within each type is variation of style, color palette, size (ranging from triplex to seven-plex) and height (two and three story) to provide a diversity of design throughout the neighborhood. The architectural intent translates traditional residential styles into a contemporary townhome building form. The project achieves this through appropriate building massing, vertical and horizontal articulation, the use of conventional elements and materials, and neutral color palettes. The attached Planning Commission staff report provides additional information and analysis on building architecture.

Development Agreement and Affordable Housing

The Livermore Development Code requires additional design features to justify variation from conventional zoning, which may include open space and trails, beyond those typically required by ordinance. Off-site design features are secured and implemented through a Development Agreement. The Development Agreement establishes terms, timing, and a performance schedule for offsite improvements.

The Development Agreement would require the developer to secure right of way, design, and construct segments E1 and E2 of the T-6, Arroyo Las Positas Trail, as identified in the Livermore Active Transportation Plan (Attachment 6). The Capital Improvement Program (CIP) identifies the trail project as CIP 201945. Further, the trail project has been evaluated under the Active Transportation Pan Initial Study/Mitigated Negative Declaration (Attachment 8). The total project cost is estimated at $2.2 million. The developer would pay approximately $1 million and receive a Park Facility Fee credit of $1.2 million. (The total estimated Park Facility Fee that will be paid by the proposed project is $2.8 million; the City would collect $1.6 million after the credit). Trail T-6 has been identified as a high priority project by the City, the Livermore Area Recreation and Park District (Attachment 7) and the community. Once completed, the trail segment would close a significant gap in the Livermore trail network and provide a comfortable bicycle and pedestrian crossing over I-580 via Las Colinas Overpass.

The developer would also complete the Springtown Sewer Trunkline project (sewer project) in coordination with the trail improvements. The CIP identifies the Sewer Project as CIP 201414. The sewer project replaces an existing 50-year-old, approximately 2,400 linear-foot sewer trunkline between I-580 and Springtown. The Sewer project relocates the sewer away from Arroyo Las Positas and installs a new, corrosion resistant pipe. Sewer replacement funds (Fund 239) would reimburse the Developer for the sewer project.

In addition, the developer would design and construct Springtown Boulevard Median Improvements, which include renovating an existing concrete median by installing street trees and landscaping. Under the terms of the Agreement, the Developer would pay approximately $60,000 or half of the project cost. The City would contribute the other half (approximately $60,000). The median improvements would be consistent with General Plan Climate Action goals to increase the urban forestry canopy to offset greenhouse gas emissions. Additionally, the project would integrate green infrastructure to treat storm water consistent with the Green Infrastructure Plan. Finally, the improved median would

enhance this entryway into the Springtown, consistent with the Design Standards and Guidelines.

Lastly, the Development Agreement memorializes that the developer would enter into an Affordable Housing Agreement with the City consistent with the provisions of the Livermore Development Code section 10.06.050. The project is required to provide 15 percent or 28 affordable housing units. At least 7.5 percent shall be affordable to qualifying low income households and the remaining 7.5 percent are reserved for moderate income households. The project would construct 14 units, distributed throughout the site, and pay an affordable housing in-lieu fee for the remaining 14 units. On May 13, 2019, the City Council authorized payment of in-lieu fees equivalent to the remaining 14 affordable housing units. The Affordable Housing Agreement will be subject to future City Council review and approval.

Planning Commission

On June 16, 2020, the Planning Commission recommended the City Council approve the Lassen Road Townhome project (see the draft meeting minutes, Attachment 3). The Planning Commission approved two amending motions:

1. Addition of a bicycle facility on Lassen Road to improve bicycle connection from Springtown Boulevard to the Arroyo Las Positas Trail. As part of the project, the applicant will resurface and restripe Lassen Road and has agreed to include a bicycle facility, subject to the Community Development Director's approval. This improvement has been added to the project as a condition of approval.

2. Include a Secondary Emergency Vehicle Access. The Planning Commission recommended the project include a secondary emergency vehicle access, evaluating the use of the off-site trail improvements for this purpose. Based on the information included in the Emergency Vehicle Access section of this staff report, staff is not recommending an Emergency Vehicle Access because the project complies with the Fire Code requirements for access and sprinkler coverage.

Environmental Review

An Initial Study and Mitigated Negative Declaration were prepared for the project in accordance with the California Environmental Quality Act (CEQA) (Attachment 9).

Staff circulated the Initial Study in conformance with CEQA public review requirements and received comments from public agencies and members of the public. Responses to comments have been addressed and incorporated into the Final CEQA document. In response to the comments, staff (and the City's consultants) modified biological mitigation measures to comply with Department of Fish & Wildlife requirements.

The Initial Study/Mitigated Negative Declaration identifies mitigation for:

- Air Quality: Ensuring construction equipment complies with applicable air quality standards and installation of devices to confirm appropriate indoor air quality

- Biological: Requiring pre-construction monitoring and adaption protocols for special status species.

- Cultural Resources: Establishing buffers around potential pre-historic sites to avoid disturbance to these areas and monitoring protocols for cultural resources during construction.

- Geological: Ensuring compliance with applicable building codes; monitoring for and avoiding any paleontological artifacts during grading activities.

- Hydrological: Requiring compliance with City and regional stormwater requirements for construction and operational activities.

- Land Use: Ensuring proposed buildings meet City standards for noise attenuation.

- Noise: Requiring construction equipment complies with applicable noise standards.

- Transportation: Requiring on-site traffic control devices are installed in conformance with City standards.

In addition, the City has conducted previous environmental analysis for City projects constructed by the Developer pursuant to the terms of the Development Agreement in compliance with CEQA. The Active Transportation Pan Initial Study/Mitigated Negative Declaration evaluated the off-site trail project and no additional analysis is required. (Attachment 8). Similarly, the Springtown Median Improvements would be considered Categorically Exempt from CEQA, under section 15301, which exempts the minor alterations of exiting public facilities, including existing highways and streets that do not create additional automobile lanes such as the installation of street trees.

The Planning Commission and staff recommend the City Council adopt the Mitigated Negative Declaration and adopt the Mitigation Monitoring and Reporting Program (MMRP) finding that with mitigation incorporated, the project would not have a significant effect on the environment.

PUBLIC COMMENTS

The applicant conducted neighborhood outreach over the course of the application review period. During that outreach, the applicant received neighborhood comments requesting adequate site planning to maintain appropriate distance and views from adjacent neighboring development and property-line fencing to ensure safety of an adjacent childcare facility. The project addresses those comments though design and conditions of approval.

After distribution of Planning Commission Public Hearing Notices, staff received nine comments from members of the community (Attachment 10). Five of the comments expressed concerns primarily on traffic and conversion of open space. As discussed in the

Initial Study (Attachment 9), the trips generated by the project do not increase delay or decrease capacity beyond the level of service identified in the General Plan. Further, although the site is undeveloped, the General Plan designates the site for industrial uses and limited agricultural uses. The proposed project includes changing a large portion of the site to Open Space, (approximately 23 acres) and encumbering the Open Space area with a conservation easement. Under the new designation and easement, the site would be accessible to the public for passive non-motorized recreation.

Four comment letters were sent to the Planning Commission in support of the development project, citing that additional housing, specifically the townhome product type, is needed within the community. Additionally, these letters supported the trail and open space improvements associated with the project.

Public Comments were also received at the June 16, Planning Commission meeting regarding traffic and access (see Planning Commission discussion above as well as the meeting minutes, Attachment 3).

FISCAL AND ADMINISTRATIVE IMPACTS

The project would generate new property and sales tax. The project would also generate impact fees to fund capital improvements and public facilities.

Emergency Services for the project site would be provided by the General Fund, whereas utilities services (water and wastewater) would be paid through user fees to the appropriate enterprise funds. The project's roadway, landscape, and open spaces would be accessible to the public, but privately maintained through a Homeowner's Association.

ATTACHMENTS

1. Location Map
2. Planning Commission Staff Report, dated June 16, 2020
3. Planning Commission Draft Meeting Minutes
4. Development Plans
    a. Site Development Plans
    b. Architectural Plans
    c. Scenic View Angle Analysis
5. Scenic Corridor View Angle Exhibit (Figure 4-7)
6. Active Transportation Plan – T-6 Trails Map
7. LARPD Letter of Support for Trail T-6
8. Memo of Consistency with Active Transportation Plan Mitigated Negative Declaration
9. Environmental Documents
10. Public Comments
11. Responses to Late Comments
12. Correspondence Received from the Public

Prepared by:

Andy Ross
Associate Planner

Approved by:



Marc Roberts
City Manager

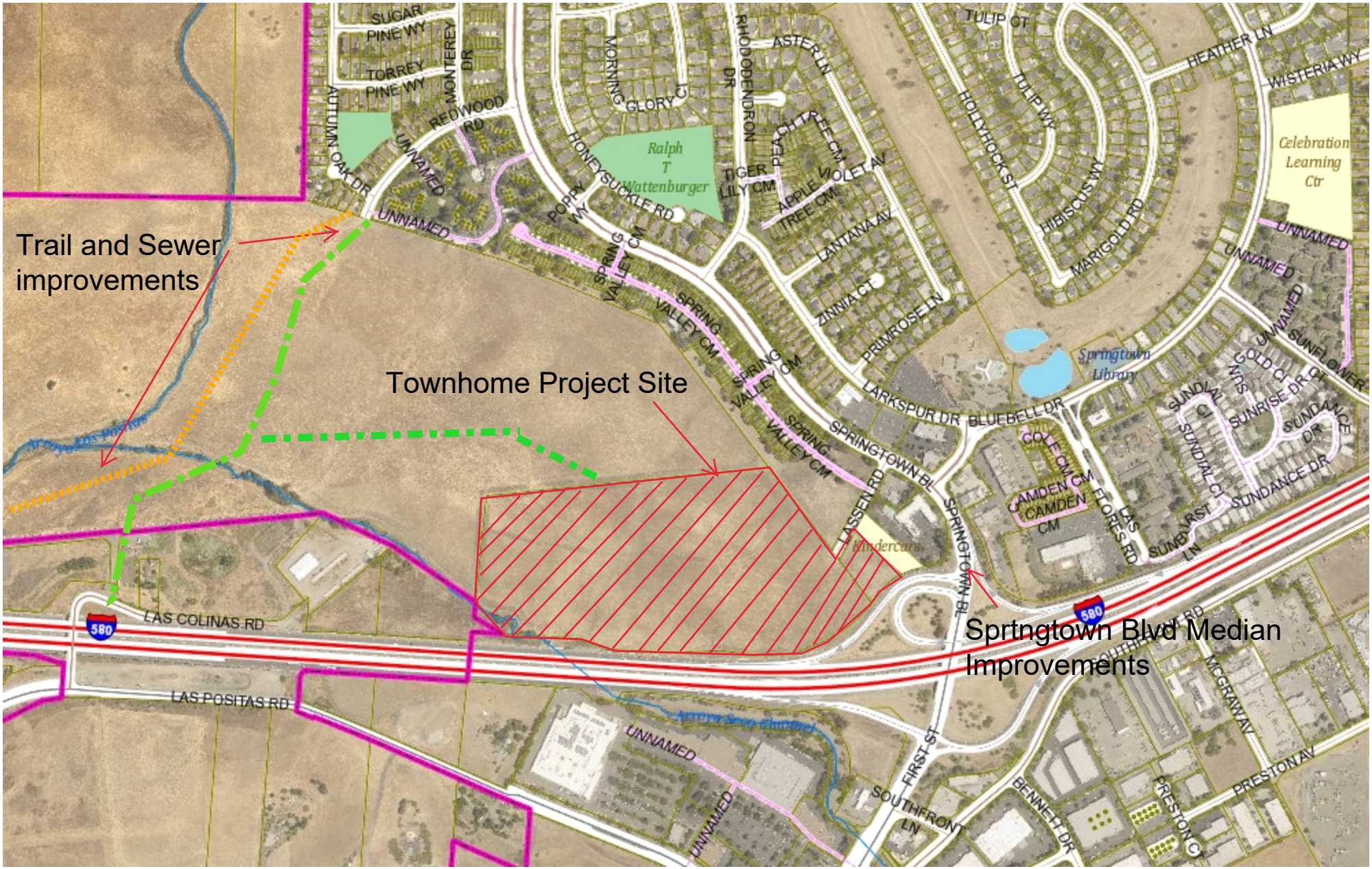
Fiscal Review by:



Douglas Alessio
Administrative Services Director

LIVERMORE CALIFORNIA

Project Site and Offsite Location Map (Conceptual)



1,333.3 0 666.67 1,333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Livermore IT, GIS Services

1: 8,000

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

LIVERMORE
CALIFORNIA

PLANNING COMMISSION
REGULAR MEETING MINUTES

October 4, 2022

1. CALL TO ORDER – The meeting of the Planning Commission was called to order by Chairperson Steven Dunbar at 7:00 p.m., via Zoom teleconferencing.

2. ROLL CALL – Present were Chairperson Steven Dunbar, Vice Chairperson Daniel Leary, CM Jacob Anderson, CM Evan Branning, and CM John Stein.

Also present were: Planning Manager Steve Stewart, Senior Assistant City Attorney Kim Cilley, Senior Planner Andy Ross, Senior Civil Engineer Debbie Salgado, Division Clerk Michele Donley

PLEDGE OF ALLEGIANCE – Led by Chairperson Dunbar.

2. CITIZENS FORUM – None.

3. CONSENT CALENDAR

Chairperson Dunbar asked and confirmed there were no public comments. He stated he had corrections to the minutes of May 27, 2022 and May 24, 2022.

3.1 Approval of the May 17, 2022 Planning Commission Meeting Minutes.

Chairperson Dunbar asked for the following corrections:

- Page 8, he explained his experience with buying a home and he added some verbiage to the end of the last sentence.
- Page 8, middle of the page, “He credited things not mentioned in the constraints section which includes the electronics ~~emissions~~ submissions the City has been working on.”
- Page 10, he was talking about in-lieu fees and he clarified the language to say, “Sometimes parcels do opt to pay in-lieu fees. The City sometimes allows them to do that because the City has a project in mind that would not be built without those fees such as for special needs.”

3.2 Approval of the May 24, 2022 Planning Commission Meeting Minutes.

Chairperson Dunbar asked for the following corrections:

- Page 7, he “recommended some lockers in lieu of the Livermore Valley Center garage short-term bike parking because he did not think that would be highly used.”

MOTION BY DUNBAR, SECONDED BY ANDERSON, TO APPROVE THE CONSENT CALENDAR, AS AMENDED.

AYES: ANDERSON, BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: NONE.

3.3 Consistency Determination (CD) 22-002; vacation of public sewer easement as part of Chick-fil-A development project.

Recommendation:

Staff recommends the Planning Commission adopt a resolution approving Consistency Determination (CD) 22-002, finding the City's vacation of a public sewer easement, consistent with Livermore's 2003-2025 General Plan.

CM Anderson commented after a motion and second was made that he wants to be sure that when Chick fil-A opens they are doing all they can for traffic mitigation.

MOTION BY ANDERSON, SECONDED BY STEIN, TO ADOPT A RESOLUTION APPROVING CONSISTENCY DETERMINATION (CD) 22-002, FINDING THE CITY'S VACATION OF A PUBLIC SEWER EASEMENT, CONSISTENT WITH LIVERMORE'S 2003-2025 GENERAL PLAN.

AYES: ANDERSON, BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: NONE.

4. PROJECT REVIEW – None.

5. PUBLIC HEARINGS

5.1 Hearing to consider a request to amend Development Agreement 18-001 to revise the performance schedule to accommodate regulatory permitting of the off-site improvements.

Recommendation:

Staff recommends the Planning Commission adopt a resolution recommending the City Council adopt an ordinance amending Development Agreement 18-001 for the Lassen Road townhome project. The Planning Commission's action is a recommendation to the City Council.

Senior Planner Andy Ross gave the staff report and overview of the item.

Jon Revells, applicant, West Gate Ventures, thanked staff for working with them over the past year to come to a mutually agreeable solution. They have not stopped working on the project, began the environmental processes, and amending the Development Agreement 18-001 would be very helpful for them.

Chairperson Dunbar opened the public comment period, and there were no speakers.

CM Stein had no comments.

CM Branning asked and confirmed with Mr. Ross there will be no differences from the original plan once the project is finished; that it is a timing issue based upon regulatory matters.

CM Anderson confirmed the security deposit will be 125% of the estimated engineer's estimate of the true cost of construction, and that staff believes this is sufficient.

Vice Chairperson Leary confirmed there is a security deposit which is additive to a traditional bond required for the project, which is for the sewer pipeline, bridge over the creek, and trail. At the time of Final Map, the developer is required to provide an engineer's cost estimate for review and approval.

Chairperson Dunbar echoed Commissioner's comments and thinks this is a major connection the City is looking to finish and connect Springtown to Sage and Las Positas College. He asked if there is an estimate for permitting by Fish and Wildlife.

Mr. Ross stated the permit package is being reviewed by staff and estimated to be signed by the City Manager and submitted by the end of the year.

MOTION BY BRANNING, SECONDED BY STEIN, TO FIND THERE IS NO SIGNIFICANT CHANGE IN SCOPE, AND ADOPT A RESOLUTION RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING DEVELOPMENT AGREEMENT 18-001 FOR THE LASSEN ROAD TOWNHOME PROJECT.

AYES: ANDERSON, BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: NONE.

6. MATTERS FOR CONSIDERATION – None.

7. MATTERS INITIATED BY PLANNING COMMISSION AND STAFF

7.1 Planning Manager Steve Stewart announced there will be a Planning Commission meeting on October 18, 2022.

7.2 CM Stein asked if there is any information on scheduling of the overpass widening for the Springtown Boulevard Median Improvements and at Vasco Road. Mr. Stewart stated Vasco Road is in design right now, and Senior Civil Engineer Debbie Salgado said she was not sure of the date but knows Springtown is behind Vasco Road.

7.3 Vice Chairperson Leary reported on his attendance to the APA Conference and described a presentation regarding Environmental Justice as an Element of the General Plan. Mr. Stewart stated the City has the option of incorporating environmental justice policies within each element or as a stand-alone Environmental Justice Element.

7.4 Chairperson Dunbar reported that the trail connecting to the outlets is fixed. There are new bike lanes along Livermore Avenue. He also reported that for the Fil-Am event this weekend there were bikes parked against trees and sign posts next to where the hotel is being built. Bike parking at the Bankhead was not available. As the hotel gets developed, bike parking in that area may be appropriate. Lastly, SB 932 was passed regarding active transportation in the General Plan and a requirement to have a timeline to a completion within 25 years.

8. ADJOURNMENT – 7:23 p.m. to the next Regular Planning Commission meeting on Tuesday, October 18, 2022 at 7:00 p.m., Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

Minutes prepared by:
Lisa Harper Consulting

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THE ENVIRONMENTAL IMPACTS OF THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE LASSEN ROAD TOWNHOME PROJECT ARE WITHIN THE SCOPE OF THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION

Development Agreement Amendment (DAA) 21-002

On November 23, 2020, the City Council adopted an Initial Study and Mitigated Negative Declaration for the proposed Lassen Road Townhome Project pursuant to the California Environmental Quality Act ("CEQA").

On December 7, 2020, the City Council adopted an ordinance authorizing Development Agreement 18-001, for development of 186 residential dwelling units and related site improvements on an approximately 35-acre site consistent with the amended General Plan and Zoning Map.

The City received an application requesting an amendment to Development Agreement 18-001, between the City of Livermore and LD-Fund III Livermore Land, LLC (DAA 21-002) ("Project").

On October 4, 2022, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendation, heard public testimony, made the necessary findings, and adopted Planning Commission Resolution No. 22-22 recommending the City Council find the environmental impacts of the Project are within the scope of the Initial Study and Mitigated Negative Declaration and introduce an ordinance approving the Development Agreement Amendment.

On November 14, 2022, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED that the City Council of the City of Livermore, has considered the findings made in Planning Commission Resolution No. 22-22, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution. Based upon the City

Council's own independent review of the Record Evidence and considerations, the City Council finds the environmental impacts of the First Amendment to the Development Agreement are within the scope of the Lassen Road Townhome Project Initial Study and Mitigated Negative Declaration, including the Mitigation Monitoring and Reporting Program, and in accordance with the California Environmental Quality Act.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Determination with the Alameda County Clerk, if the Project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore, California. This resolution shall be effective upon adoption by the City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 14, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
Senior Assistant City Attorney

Exhibit A - Planning Commission Resolution No. 22-22

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL

Development Agreement Amendment (DAA) 21-002

Authorization of an amendment to Development Agreement 18-001, between the City of Livermore and Westgate Ventures to amend the performance schedule of off-site improvements as part of the Lassen Road Development Project located in the northwest quadrant of the I-580 and First Street interchange

On November 23, 2020, the City Council introduced an ordinance authorizing Development Agreement 18-001, for development of 186 residential dwelling units and related site improvements on approximately 35-acre site consistent with the amended General Plan and Zoning Map.

The City received an application for Development Agreement Amendment (DAA) 21-002 requesting an amendment to Development Agreement 18-001, between the City of Livermore and Westgate Ventures.

A Public Hearing Notice was duly mailed to neighboring property owners and published in a newspaper of local circulation.

The Planning Commission held a public hearing on October 4, 2022, considered the staff recommendation for approval, and heard public testimony.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Livermore finds based upon the information presented that:

1. The Development Agreement provides benefit to the City.

   Basis: The amended Development Agreement secures delivery of an upgraded sewer trunkline, which would ensure conveyance and treatment of wastewater to protect the public health and safety. The amended Development Agreement also includes completion of Trail T-6, identified in the Livermore Active Transportation Plan as a significant gap in the trial network providing a safe and comfortable connection north and south of I-580. For these reasons, the amended Development Agreement provides benefit to the City

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designation of the General Plan, and applicable Specific Plan and the Livermore Development Code.

Basis : The amended Development Agreement upgrades a sewer trunkline, which would ensure conveyance and treatment of wastewater to protect the public health and safety consistent with the purpose, intent, goals, policies, programs, of the General Plan. Further, the amended Development Agreement includes completion of Trail T-6, identified in the Livermore Active Transportation Plan, a significant gap in the trial network. The Trail would provide a safe and comfortable connection north and south of I-580. Completion of this trail segment is consistent with the purpose, intent, goals, policies, and programs, of the General Plan and the Active Transportation Plan to improve bicycle and pedestrian circulation and connectivity.

3. The Development Agreement complies with the requirements of the Government Code section 65864 through 65869.5.

   Basis: Government Code sections 65864 through 65869.5 establish the State procedures by which a City may enter into a development agreement. The proposed amended Development Agreement has been prepared in accordance with the Livermore Development Code Chapter 9.04, Development Agreements, and all applicable State standards.

4. The project is covered under the Lassen Road Residential Development Project Initial Study/Mitigated Negative Declaration previously adopted by City Council on November 23, 2020 (State Clearinghouse Number 2019099018).

BE IT FURTHER RESOLVED by the Planning Commission of the City of Livermore that, based on staff recommendations, public testimony and the above findings, which are necessary to protect the public health safety and general welfare, the amendment to the Development Agreement 18-001 (DAA 21-002), enclosed hereto as Exhibit A, is recommended to the City Council for approval.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct staff to file a Notice of Determination consistent with the provisions of the California Environmental Quality Act finding that the Development Agreement Amendments are within the scope of the previously adopted Mitigated Negative Declaration.

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 Branning, seconded by Commissioner Stein, the foregoing Resolution was adopted at the Planning Commission meeting of October 4, 2022, by the following vote:

AYES: ANDERSON, BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: NONE.

Steven Dunbar, Chairperson



by Steve Stewart, Planning Manager
Secretary to the Planning Commission

Exhibit A – First Amendment to Lassen Road Development Agreement 18-001

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH LD-FUND III LIVERMORE LAND, LLC FOR THE LASSEN ROAD TOWNHOME PROJECT

(Development Agreement Amendment 21-002)

THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. *Authority*. Pursuant to Government Code Section 65864 et seq., the City Council considers that certain document under City Application No. Development Agreement Amendment (DAA 21-002) and entitled "Development Agreement Amendment for the Lassen Road Townhome Project ("Development Agreement Amendment" or "Project"). The Development Agreement Amendment is attached as Exhibit A.

Section 2. *Recommendation*. The Planning Commission held a duly noticed public hearing on October 4, 2022, to consider adoption of the Development Agreement Amendment (DAA 21-002) and by its Resolution No. 22-22, attached hereto as Exhibit B, recommended that the City Council approve the Development Agreement Amendment.

Section 3. *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 4. *Environmental Review.* The environmental impacts of the Project are within the scope of the Lassen Road Townhome Project Initial Study and Mitigated Negative Declaration adopted by the City Council on November 23, 2020.

Section 5. *Consistency*. The Project is consistent with the General Plan, any applicable specific plan, and the Livermore Development Code Chapter 9.04.

Section 6. *Approval*. The City Council has considered the findings made in Planning Commission Resolution No. 22-22, attached hereto as Exhibit B, 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 hereby approves the First Amendment to the Development Agreement(DAA 21-002).

Section 7. *Signing Authority*. The City Manager is hereby authorized to sign the First Amendment to the Development Agreement (DAA 21-002), attached hereto as Exhibit A, on behalf of the City of Livermore.

Section 8. *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 thirty days from and after its adoption.

Section 9. *Filing*. Planning Manager is directed to file a Notice of Determination with the Alameda County Clerk.

Section 10. *Recording*. The City Clerk is directed to record the Development Agreement Amendment within 10 days after the effective date of the Development Agreement Amendment.

Section 11. *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 12. *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 November 14, 2022, 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 November 28, 2022, by the following vote:

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

_____
Mayor, City of Livermore

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
Senior Assistant City Attorney

Exhibit A – Development Agreement Amendment
Exhibit B – Planning Commission Resolution 22-22

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

No fee for recording pursuant to Government Code § 27383

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (DA18-001)
Lassen Road Townhomes

This First Amendment to Development Agreement ("First Amendment") is entered into on _____, 2022 and amends that certain Development Agreement dated January 14, 2021 and recorded on February 22, 2021 as Document No. 2021073480 in the Official Records of Alameda County (the "Agreement" or "Development Agreement") between the CITY OF LIVERMORE, a municipal corporation, ("City") and LD-FUND III LIVERMORE LAND, LLC, a Delaware limited liability company ("Developer"). City and Developer are sometimes referred to herein individually as a "Party" or collectively as the "Parties." Unless otherwise defined herein, all capitalized terms in this Amendment shall have the meaning given those terms in the Agreement.

RECITALS

This Amendment is based on the following facts:

A. Section 2.b.iii of Exhibit C to the Agreement currently requires that the Developer obtain all necessary environmental and regulatory approvals from all applicable public agencies for the Sewer and Trail Improvements prior to Final Map approval. Section 3 of the Agreement identifies the number of building permits that can be issued for the Project based upon the timing of the commencement and completion of the Sewer and Trail Improvements identified in Schedule 1 attached which construction cannot commence until issuance of the regulatory approvals for the Sewer and Trail Improvements.

B. As of November 2020, when the City Council approved the Project Approvals and this Agreement, the Parties anticipated that the sole regulatory approval that would be necessary for construction of the Sewer and Trail Improvements was a streambed alteration agreement under California Fish and Game Code Section 1602 from the California Department of Fish and Wildlife. It is now anticipated that the regulatory approvals required for construction of the Sewer and Trail Improvements will also require

Federal consultation and an incidental take permit under Sections 7 or 10, respectively, of the Federal Endangered Species Act from the U.S. Fish and Wildlife Service, the procurement of a Section 404 permit under the Clean Water Act from the U.S. Army Corps of Engineers, and a Section 401 Water Quality Certification from the Regional Water Quality Control Board, together with review of the Sewer Improvements under CEQA.

C. By reason of the foregoing, the Parties have agreed to amend Exhibit C to the Agreement to permit recordation of the Final Map and the development of the Project during the lengthy regulatory approval process for the Sewer and Trail Improvements subject to Developer's compliance with the Sewer/Trail Security requirements, required City meeting requirements, and all other requirements set forth in Exhibit C attached.

The City and Developer hereby agree that the aforementioned recitals are true and correct and further agree to amend Exhibit C to the Agreement as follows:

1. Exhibit C. Exhibit C of the Agreement is amended as set forth in Exhibit C attached to the First Amendment which shall supersede and replace Exhibit C to the Agreement.

2. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

[ALL SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have signed this Amendment on the dates indicated below.

DEVELOPER

LD-FUND III LIVERMORE LAND, LLC,
a Delaware limited liability company

By: John M Goodman
Name: John M. Goodman
Its: Management Committee Representative
Date: September 28, 2022 For: Lewis Livermore Land Member, LLC

By: _____
Name: Jon Revells
Its: Management Committee Representative
Date: _____ For: Westgate Ventures Fund III, LLC

CITY OF LIVERMORE

By: _____
Date: _____ Marianna Marysheva , City Manager

Attest:

_____
City Clerk

Approved as to Form:

_____
Assistant/City Attorney

Attachments:

Exhibit C – Off Site Improvements and Schedule of Performance

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On September 28, 2022 before me, Araceli Aguilera, a Notary Public, personally appeared John M. Goodman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ARACELI AGUILERA
Notary Public - California
San Bernardino County
Commission # 2351771
My Comm. Expires Mar 16, 2025

Signature A. Aguilera

[SEAL]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[SEAL]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[SEAL]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[SEAL]

EXHIBIT C

OFF SITE IMPROVEMENTS AND SCHEDULE OF PERFORMANCE

1. Project Improvements:

a. Springtown Sewer Trunkline Replacement Improvements:

i. The Developer shall acquire the necessary right of way for, and design and construct the Springtown Sewer Trunkline Replacement Improvements ("Sewer Improvements"). The Sewer Improvements shall be constructed in accordance with all applicable environmental regulations and shall include the following:

1. An approximate 3,000 linear foot, 24-inch diameter, sewer line connecting to existing sewer lines at I-580 and Redwood Road Right of Way, in the alignment approved by the City in the Sewer and Trail Improvement plans.

b. Arroyo Las Positas Trail Improvements:

i. The Developer shall acquire the necessary right of way for, and design, and construct, the Arroyo Las Positas Trail Improvements ("Trail Improvements") in substantial conformance with the conceptual alignment as shown in Schedule 1 attached. The Trail Improvements shall be constructed in accordance with all applicable environmental regulations, in the alignment approved by the City in the Sewer and Trail Improvement plans, and shall include the following:

1. A portion of the E1 Segment of the T6 trail, as identified in the City of Livermore, Bicycle, Pedestrian & Trails Active Transportation Plan, generally extending south from the terminus of Redwood Road right-of- way to Las Colinas Road overpass, which includes the construction of a multi-use pedestrian and bicycle bridge over the Arroyo Seco. The term Trail Improvements, as used herein, includes those bridge improvements; and

2. The E2 segment of the T6 trail, as identified in the City of Livermore, Bicycle, Pedestrian & Trails Active Transportation Plan, a trail spur extending from the trail at the Project Site boundary to the intersection of the E1 Segment of the T6 trail described in 1(b)(i)(1) above.

c. Springtown Boulevard Median Improvements:

i. The Developer shall design and construct the Springtown Boulevard Median Improvements ("Median Improvements") in accordance with all applicable City Standards. The Median Improvements shall include the following:

1. Reconstruction of the existing approximately 400 foot long, 8 foot wide Springtown Boulevard Median located south of the Bluebell Drive intersection and north of the First Street Overpass over I-580.

2. Removal of existing concrete and hardscape and replacement with Engineered Soil, subject to the approval of the Community Development Director.

3. Planting of Street Trees, approximately 15 feet on-center, in compliance with City of Livermore Standard Details. Trees shall be planted at minimum 24" box size. Tree species shall be subject to approval of the Community Development Director.

2. Timing and Funding Responsibilities:

a. At or prior to the time of Final Map submittal, the following items shall also be submitted by Developer to the City:

i. Developer shall submit the Sewer, Trail, and Median Improvement plans, subject to City review and approval. The, Sewer, Trail and Median Improvement plans shall be designed in accordance with the City of Livermore ("City") and Livermore Area Recreation and Park District ("LARPD") standards, unless other standards are agreed upon in writing by the Parties. The final sewer and trail alignments shall be subject to review and approval by the Community Development Director.

ii. Developer shall prepare an Engineer's Estimate including the design and construction costs of the Sewer Improvements, subject to City review and approval. The City shall reimburse Developer for actual costs incurred by Developer for the design, permitting, and construction of the Sewer Improvements as set forth Section 4.

iii. Developer shall prepare an Engineer's Estimate for the design and construction cost of Segments E1 and E2 of the T6 Trail Improvements subject to City review and approval. Developer shall pay all of the design and construction costs for the Trail Improvements and receive park-facility impact fee credits for the Project from the City in the amount of such actual design and construction costs up to $1,200,000 (the "**Trail Improvement Park Credits**"). Developer shall receive the Trail Improvement Park Credits in accordance with Section 4(b)(ii) below.

iv. City has provided Developer with a cost estimate prepared by First Carbon Solutions for the preparation of all environmental documents for the Sewer Improvements to be completed by Developer in accordance with the California Environmental Quality Act (CEQA) (the "**CEQA Documents**"). As the lead agency, the City shall retain FCS or another environmental consultant to prepare the CEQA documents for the Sewer Improvements and Developer shall retain the consultant(s) necessary to obtain all of the regulatory approvals for the Sewer and Trail Improvements in accordance with Section 2(c). Developer shall pay all

costs associated with CEQA , provided the City shall reimburse the Developer for all such CEQA costs paid by Developer after completion of the CEQA process for the Sewer Improvements. All CEQA work required for the Trail Improvements has been completed.

v. Developer shall prepare an Engineer's Estimate for the design and construction costs of the Median Improvements, subject to City review and approval. City shall reimburse the Developer for one-half the total costs of the Median Improvements, or $60,000, whichever is less.

b. Prior to Final Map approval, Developer shall complete the following items

i. Developer shall exercise all reasonable efforts to acquire all necessary rights of way from off-site properties to facilitate construction of the Sewer and Trail Improvements. The City shall reimburse the Developer for the acquisition of property necessary for the Sewer Improvements, based on a fair market appraisal and subject to City review and approval. All other acquisition costs shall be the sole responsibility of the Developer.

ii. In the event the Developer is unable to negotiate sufficient title or interest in real property needed to construct the Sewer and Trail Improvements ("Real Property Necessary for Improvements"), the Developer may request that the City acquire the Real Property Necessary for Improvements through eminent domain. Within 60 days of receipt of the Developer's request to condemn, the City shall retain an appraiser to appraise the Real Property Necessary for Improvements and shall proceed with condemnation in a reasonable and timely manner to acquire by condemnation the Real Property Necessary for Improvements. The Developer shall be responsible for all of the legal, appraisal and other necessary costs associated with the City's acquisition of land by condemnation for the Trail Improvements. The City shall be responsible for its legal, appraisal and other necessary costs associated with the acquisition of land by condemnation for the Sewer Improvements.

iii. To the extent feasible, Developer, shall utilize any available open space portions of the Project Site to satisfy any mitigation requirements of the public agencies related to the Sewer and Trail Improvements by preserving these open space areas with a permanent conservation easement (the "Conservation Easement").

iv. The City shall reimburse the Developer for any mitigation costs related to the Sewer Improvements.

v. Any mitigation costs for the Trail Improvements shall be the responsibility of the Developer up to $500,000 and any remaining mitigation costs for the Trail Improvements in excess of $500,000 shall be shared equally between the City and the Developer.

vi. The Developer shall acquire all necessary permits and approvals from any public agencies for the Median Improvements.

vii. In addition to, and concurrent with, the bonding required for the Project's Improvements (Sewer, Trail and Median Improvements), the Developer shall post a cash security for the Sewer and Trail Improvements (collectively the "Cash Security") prior to recordation of the Final Map. The Developer shall provide (1) an Improvement Bond equal to 100% of the estimated cost of the Sewer and Trail Improvements as determined by the engineer's estimate provided by the Developer and approved by the City , plus administrative costs associated with administering the bond, and (2) a Cash Security to secure the timing of Developer's construction of the Sewer and Trail Improvements in accordance with the Improvement milestones in Section 3 below. The amount of the Cash Security shall be equal to 125% of the estimated cost to construct the Sewer and Trail Improvements as determined by the engineer's estimate provided by the Developer and approved by the City. The Cash Security shall be deposited by Developer into an escrow account at a title company acceptable to the City prior to recordation of the Final Map.

c. In addition to Developer's CEQA obligations in Section 2(a)(iv), Developer shall obtain all necessary approvals from all public agencies for the Sewer and Trail Improvements prior to construction of the Sewer and Trail Improvements. Developer is responsible for paying all costs associated with any environmental mitigation required by the public agencies (including acquiring property for mitigation purposes), for the Sewer and Trail Improvements, except for City's limited reimbursement obligations set forth in Sections 2(b)(iv) and (v).

3. **Improvement Milestones:** Developer's construction of the Sewer, Trail and Median Improvements shall occur as follows:

a. Developer agrees to use all commercially reasonable efforts and diligently pursue permitting and construction of the Sewer and Trail Improvements including timely responding to all requests for information and payment of fees by the City and the public agencies. In addition, until the completion of the Sewer and Trail Improvements, Developer agrees to meet and confer with City staff on a monthly basis, or any other reasonable time period determined by the City Manager, or his or her designee, to review the status of the applications for the Sewer/Trail Regulatory Approvals, and of the design and construction of the Sewer and Trail Improvements.. If the City determines that the Developer is not using commercially reasonable efforts to obtain the regulatory approvals or to design or construct the Sewer and Trail Improvements, the City can deliver written notice of default to Developer. If the Developer fails to cure the default within thirty (30) days, or, if the default cannot reasonably be cured within 30 days, Developer fails to diligently and continuously seek to cure the default, then the City in its sole discretion may either (i) withdraw from the Cash Security the applicable portion as set forth in Sections 3(b)(iv), 3(c)(ii) or 3(d)(ii), or (ii) withhold the issuance of further building permits until the default is cured.

b. Prior to issuance of a building permit for the 75th unit, Developer shall (i) complete construction of the Median Improvements and (ii) commence construction of the

Sewer and Trail Improvements. If Developer has not obtained the Sewer/Trail Regulatory Approvals prior to issuance of a building permit for the 75th unit, then Developer may continue to pull building permits up to and including the 114th building permit provided Developer has satisfied the following requirements:

i. Developer has completed the Median Improvements;

ii. Developer has provided evidence acceptable to the City Manager that the public agencies have received completed applications, for the regulatory approvals along with any studies and other materials required for the Applicable Agencies to process the regulatory approvals;

iii. Developer is not in default under Section 3(a); and

iv. Developer has released 10% of the Milestone Security to the City.

c. Prior to issuance of a building permit for the 115th unit, Developer shall have completed 50% of the Sewer and Trail Improvements, subject to review and approval by the City. If Developer is unable to obtain the regulatory approvals for the Sewer and Trail Improvements prior to issuance of a building permit for the 115th unit or if the Sewer and Trail Improvements have commenced but are not 50% complete, then Developer may continue to pull building permits to and including the 164th building permit provided Developer has satisfied the following requirements:

i. Developer is not in default under Section 3(a); and

ii. Developer has released 35% of the Cash Security to the City.

d. Prior to issuance of a building permit for the 165th unit, Developer shall achieve substantial completion of the Sewer and Trail Improvements, as that term is defined in the City's standard plans and specifications, subject to final inspection and acceptance by the City. Upon final inspection and acceptance of the Sewer and Trail Improvements by the City, Developer shall open the Trail Improvements for public use. If Developer is unable to obtain the regulatory approvals for the Sewer and Trail Improvements prior to issuance of a building permit for the 165th unit or if the Sewer and Trail Improvements have commenced but the Developer has not achieved substantial completion, then Developer may continue to pull building permits for the remainder of the Project provided Developer has satisfied the following requirements:

i. Developer is not in default under Section 3(a); and

ii. Developer has released 100% of the Cash Security to the City.

e. The Cash Security drawn by the City, excluding 10% which shall be forfeited by Developer to City for administrative fees and staff costs associated with the monitoring, implementation, and enforcement of this Agreement, will be refunded to Developer by the City, provided the Developer achieves substantial completion of the Sewer and Trail Improvements as that term is defined in the City's standard plans and specifications, and the Sewer and Trail Improvements are ready for inspection by the City not later than the issuance of the 186th building permit. In the event that Developer

fails to achieve substantial completion of the Sewer and Trail Improvements by issuance of the 186th building permit, City shall retain 100% of the Cash Security.

f. In the event that Developer fails to achieve final completion of the Sewer and Trail improvements, as that term is defined in the City's standard plans and specifications, within six months after the City's issuance of the 186th building permit for the Project, Developer shall forfeit its rights to all of the following: 1) 50% of the Cash Security; 2) reimbursement of the Sewer Improvements under Section 4(a) below and 3) the Trail Improvement Park Credits under Sections 2(a)(iii) above and 4(b)(ii) below (up to $1,200,000). In addition to Developer's forfeiture of 50% of the Cash Security, reimbursement of the Sewer Improvements and the Trail Improvement Park Credits, the City may call and enforce the Sewer/Trail Bond.

g. If Developer is delayed in the construction of the Sewer, Trail, or Median Improvements by a Force Majeure Event, Developer shall provide the City with written documentation of such delay and the City Manager may, in his or her sole discretion, execute a written amendment to the Development Agreement on behalf of the City to modify by written amendment the Improvement Schedule set forth in Sections 3(b), (c) and (d) above. A "Force Majeure Event" means a delay caused by any labor disputes or strikes, labor or material shortages or embargoes, pandemic, fire, unusual delay in transportation, earthquakes, floods, tornadoes or extreme wind or other adverse weather conditions not reasonably foreseeable by Developer, or material adverse underground conditions not reasonably foreseeable by Developer.

4. Payment schedule:

a. Sewer Improvements. The City shall reimburse the Developer for the construction costs and soft costs associated with the installation of the Sewer Improvements. Allowable soft costs include Developer funded design costs, sewer easement acquisition costs, environmental mitigation costs, construction management costs which shall not exceed 10% of the construction costs, bonds, construction staking, and City inspection fees. Reimbursement for construction costs and soft costs (collectively, the "Sewer Costs") shall be paid to the Developer by the City in three payments as follows: (1) The first payment, in the amount of one-third of the Sewer Costs at 30% completion of the Sewer Improvements; (2) The second payment, in the amount of one-third of the Sewer Costs at 60% completion the Sewer Improvements; and (3) the third payment, in the amount of one third of the Sewer Costs shall be paid within 45 days after the Sewer Improvements have been accepted by the City for maintenance. In order for Developer to receive any reimbursements for the Sewer Costs, the Developer shall provide the City with the following for the Sewer Costs:

i. A list of allowable soft costs.

ii. Copies of all bids and/or contracts prior to entering into the contracts for construction work, which shall be subject to City review and approval. The City reserves the right to request additional bids and/or negotiated bid prices.

iii. A copy of the City approved construction bids including an itemized bid schedule in a spreadsheet format.

iv. Invoices for design costs and inspection fees for the Sewer Improvements may be submitted for reimbursement after the sewer trunk line plans have been approved by the City. Invoices for the sewer line easement acquisition cost may be submitted for reimbursement after the easement has been recorded.

v. Invoices for work completed for construction costs and allowable soft costs in accordance with the Schedule of Payments set forth in Section 4(a) above. The invoice submittal shall consist of 11x17 plans highlighted to indicate the areas of work completed, and invoices from contractors that correspond to the highlighted work.

vi. Prior to any reimbursement, the City shall verify that all portions of work for which Developer has submitted invoices for reimbursement have been completed in accordance with City Standards and Specifications and the Public Contract Code.

vii. In the event of a dispute between the City and Developer over any reimbursement costs, the City and Developer shall meet and confer to resolve the dispute. If the City and the Developer are unable to resolve the dispute, the City Engineer shall make the final decision on the amount of any reimbursement.

b. Trail Improvements.

i. Assuming Developer has not forfeited its rights to reimbursement of the Trail Improvement Park Credits as set forth in Section 3(f) of this Exhibit C, within 30 days of acceptance of the Trail Improvements, the City shall reimburse Developer the agreed upon mitigation costs for the Trail Improvements as set forth in Section 2(b)(v).

ii. Assuming Developer has not forfeited its rights to reimbursement of the Trail Improvement Park Credits as set forth in Section 3(f) of this Exhibit C, within 30 days of acceptance of the Trail Improvements, Developer shall receive the Trail Improvement Park Credits which shall be applied by City as a credit to Developer's payment of the park-facility impact fees (the "Park Impact Fees") for the remaining building permits for the Project until all of the Trail Improvement Park Credits have been used by Developer. The City shall reimburse Developer an amount equal to the amount of any unused Trail Improvement Park Credits within 30 days after the final building permit is issued by the City for the Project (the "Park Impact Fee Reimbursement"). The City shall hold in a segregated account the initial $1,200,000 in Park Impact Fees paid by Developer for the Project until the earlier of the date that Developer has either (a) used all of the Trail Improvement Park Credits, or (b) received payment of the Park Impact Fee Reimbursement.

c. Median Improvements.

i. Within 30 days of acceptance of the Median Improvements, the City shall reimburse Developer the agreed upon costs for the Median Improvements as set forth in Section 2(a)(v).

SCHEDULE 1
TO EXHIBIT C

SEWER AND TRAIL IMPROVEMENTS

[See Attached]

SPRINGTOWN - ARROYO LAS POSITAS
INFRASTRUCTURE IMPROVEMENT PLANS
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

BENCHMARK

LEGEND

ABBREVIATIONS

SHEET MAP

EXISTING TOPOGRAPHY

SHEET INDEX

SHEET NUMBER	SHEET TITLE
C1.0	TITLE SHEET
C1.1	NOTES
C1.2	SECTIONS & DETAILS
C1.3	OVERALL PLAN
C2.1	PLAN & PROFILE – ARROYO LAS POSITAS TRAIL
C2.2	PLAN & PROFILE – ARROYO LAS POSITAS TRAIL
C2.3	PLAN & PROFILE – ARROYO LAS POSITAS TRAIL
C3.1	PLAN & PROFILE – ARROYO LAS POSITAS TRAIL
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C3.3	PLAN & PROFILE – ARROYO LAS POSITAS TRAIL
C4.1	PLAN & PROFILE – ST. VRAIN TRAIL
C4.2	PLAN & PROFILE – ST. VRAIN TRAIL
C5.1	PLAN & PROFILE – ST. VRAIN A
C6.1	PLAN & PROFILE – ARROYO LAS POSITAS ST
C6.2	EROSION CONTROL PLAN
C6.3	EROSION CONTROL DETAILS
C7.1	SIGNAGE & STRIPING PLAN

NOT FOR CONSTRUCTION

INFRASTRUCTURE IMPROVEMENT PLANS
SPRINGTOWN - ARROYO LAS POSITAS
TITLE SHEET
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
PER: LD-FUND III LIVERMORE LAND LLC

RJA
RUGGERI-JENSEN-AZAR

C1.0

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL

Development Agreement Amendment (DAA) 21-002

Authorization of an amendment to Development Agreement 18-001, between the City of Livermore and Westgate Ventures to amend the performance schedule of off-site improvements as part of the Lassen Road Development Project located in the northwest quadrant of the I-580 and First Street interchange

On November 23, 2020, the City Council introduced an ordinance authorizing Development Agreement 18-001, for development of 186 residential dwelling units and related site improvements on approximately 35-acre site consistent with the amended General Plan and Zoning Map.

The City received an application for Development Agreement Amendment (DAA) 21-002 requesting an amendment to Development Agreement 18-001, between the City of Livermore and Westgate Ventures.

A Public Hearing Notice was duly mailed to neighboring property owners and published in a newspaper of local circulation.

The Planning Commission held a public hearing on October 4, 2022, considered the staff recommendation for approval, and heard public testimony.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Livermore finds based upon the information presented that:

1. The Development Agreement provides benefit to the City.

   Basis: The amended Development Agreement secures delivery of an upgraded sewer trunkline, which would ensure conveyance and treatment of wastewater to protect the public health and safety. The amended Development Agreement also includes completion of Trail T-6, identified in the Livermore Active Transportation Plan as a significant gap in the trial network providing a safe and comfortable connection north and south of I-580. For these reasons, the amended Development Agreement provides benefit to the City

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designation of the General Plan, and applicable Specific Plan and the Livermore Development Code.

Basis : The amended Development Agreement upgrades a sewer trunkline, which would ensure conveyance and treatment of wastewater to protect the public health and safety consistent with the purpose, intent, goals, policies, programs, of the General Plan. Further, the amended Development Agreement includes completion of Trail T-6, identified in the Livermore Active Transportation Plan, a significant gap in the trial network. The Trail would provide a safe and comfortable connection north and south of I-580. Completion of this trail segment is consistent with the purpose, intent, goals, policies, and programs, of the General Plan and the Active Transportation Plan to improve bicycle and pedestrian circulation and connectivity.

3. The Development Agreement complies with the requirements of the Government Code section 65864 through 65869.5.

   Basis: Government Code sections 65864 through 65869.5 establish the State procedures by which a City may enter into a development agreement. The proposed amended Development Agreement has been prepared in accordance with the Livermore Development Code Chapter 9.04, Development Agreements, and all applicable State standards.

4. The project is covered under the Lassen Road Residential Development Project Initial Study/Mitigated Negative Declaration previously adopted by City Council on November 23, 2020 (State Clearinghouse Number 2019099018).

BE IT FURTHER RESOLVED by the Planning Commission of the City of Livermore that, based on staff recommendations, public testimony and the above findings, which are necessary to protect the public health safety and general welfare, the amendment to the Development Agreement 18-001 (DAA 21-002), enclosed hereto as Exhibit A, is recommended to the City Council for approval.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct staff to file a Notice of Determination consistent with the provisions of the California Environmental Quality Act finding that the Development Agreement Amendments are within the scope of the previously adopted Mitigated Negative Declaration.

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 Branning, seconded by Commissioner Stein, the foregoing Resolution was adopted at the Planning Commission meeting of October 4, 2022, by the following vote:

AYES: ANDERSON, BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: NONE.

Steven Dunbar, Chairperson



by Steve Stewart, Planning Manager
Secretary to the Planning Commission

Exhibit A – First Amendment to Lassen Road Development Agreement 18-001

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing, approving and adopting an amended Permanent Local Housing Allocation (PLHA) program five year plan and authorizing the City Manager to apply for PLHA funds from the State Department of Housing and Community Development for supportive shared housing projects and the Vineyard 2.0 housing resource center.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution amending the PLHA Plan for 2019-2023 allocations, which is attached to the resolution as Exhibit A, and authorizing the City Manager, or her designee, to execute the PLHA program application, the PLHA standard agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the PLHA program or the PLHA grant awarded to the City of Livermore.

SUMMARY

The Permanent Local Housing Allocation (PLHA) program is a non-competitive block grant program designed to provide direct assistance to communities to increase the local housing stock through a wide range of eligible activities, including the development of rental housing that is affordable to extremely low-income households and assistance to persons who are experiencing homelessness. On November 23, 2020, the City Council approved an application to State HCD for new funding under the PLHA program and approved a five-year plan (the “Plan”) for use of an estimated total of $1,251,240 in grant funds. The activities in the Plan include supporting the Vineyard 2.0 project as well as rehabilitation and expansion of shared housing units serving extremely low-income and special needs populations. Staff recommends amending the Plan to reallocate funds among activities to support the Housing Resource Center at Vineyard 2.0. In order to access PLHA funds, the City Council must adopt a resolution which meets the State’s requirements approving the amended plan (Exhibit A).

DISCUSSION

In 2017, Governor Brown signed the Building Homes and Jobs Act, which established a $75 recording fee on real estate documents to increase the supply of affordable homes in California and designated 70% of the revenue collected for the Permanent Local Housing Allocation (PLHA) program. On August

17, 2022, the State of California Department of Housing and Community Development (State HCD) issued a Notice of Funding Availability (NOFA) for the PLHA program utilizing these funds.

PLHA funding is a non-competitive block grant program designed to provide direct assistance to communities to increase the local housing stock through a wide range of eligible activities, including the development of rental housing that is affordable to extremely low-income households and assistance to persons who are experiencing homelessness. Because the number of real estate transactions recorded in each county will vary from year to year, the revenues collected and funds available to local jurisdictions will fluctuate. Each year, State HCD releases a NOFA for the revenue collected in the prior calendar year, and jurisdictions like the City of Livermore, who are entitled to a formula allocation, submit a streamlined application in order to access the funds.

On November 23, 2020, the City Council approved an application to State HCD for new funding under the PLHA program and approved a five-year plan for use of an estimated total of $1,251,240 in grant funds. The activities in the PLHA plan include supporting the Vineyard 2.0 project as well as rehabilitation and expansion of shared housing units serving extremely low-income and special needs populations.

In December 2021, the City of Livermore (City) issued a Request for Proposals (RFP) from qualified owners and operators of residential shared housing sites with supportive services for extremely low-income tenants to undertake projects making major repairs and/or expanding capacity at their properties using awarded PLHA funds. In response to a proposal from Tri-Valley REACH, the City provided a loan that funded interior and exterior updates, home improvements, and major exterior repairs at an existing group home for six extremely low-income tenants with intellectual and/or developmental disabilities.

The Vineyard 2.0 project is a multi-pronged, mixed-use development that will address the many facets of the homelessness crisis in Livermore. In addition to 24 units of permanent housing and a commercial dining and meal preparation site for Open Heart Kitchen, the Vineyard 2.0 Housing Resource Center will provide a homeless services and housing navigation facility with mailboxes, laundry and showers, and seasonal emergency shelter for extremely low-income people experiencing homelessness. The Housing Resource Center will have a full-time housing navigator to help people experiencing homelessness find permanent housing and connect with other supportive services to make their transition successful.

The original plan adopted by City Council in 2020 allocated PLHA funding for construction and rental subsidies related to the 24 units of permanent housing at the project. Since then, the project developer, Housing Consortium of the East Bay (HCEB), has identified more appropriate sources for those costs and the PLHA funds can now be reallocated to other areas of need for the project, such as operating costs for the housing navigation function. Construction is scheduled to be complete in Summer 2023 and staff are currently working with HCEB, Open Heart Kitchen, and other service providers to ensure the necessary staffing, services, and operating agreements are in place, as well as identifying sources that can fund services and staffing at the Housing Resource Center.

Given the few number of proposals received for supportive shared housing rehabilitation and expansion projects and State HCD expenditure deadlines, staff recommends amending the PLHA plan to reallocate additional funds to operating costs for the Vineyard Housing Resource Center. In order to access PLHA funds, the City Council must adopt a resolution which meets the State's requirements approving the amended plan, attached as Exhibit A to the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

Amending the plan will redistribute annual funds between the approved projects. The City was allocated $532,677 in PLHA funds for the first two years of the grant term and estimates that a total of $1,251,240 will be allocated over the five-year planning period. The PLHA program does not require any local matching funds. While cities are allowed to reserve five percent of the annual allocation for administration of the PLHA program, staff recommends all funding be made available for projects, as was the previous direction provided by City Council.

ATTACHMENTS

1. Resolution
2. Exhibit A - PLHA Program Five Year Plan

Prepared by: Grace Streltzov
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 AUTHORIZING, APPROVING AND ADOPTING AN AMENDED PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FIVE YEAR PLAN AND AUTHORIZING THE CITY MANAGER TO APPLY FOR PLHA FUNDS FROM THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR SUPPORTIVE SHARED HOUSING PROJECTS AND THE VINEYARD 2.0 HOUSING RESOURCE CENTER

The State of California Housing and Community Development Department is authorized to provide up to $335 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

On February 26, 2020, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") under the Permanent Local Housing Allocation ("PLHA") Program. The City applied and was awarded grant funding in response to that NOFA.

On July 13, 2020, the City Council adopted City Council Resolution No. 2020-112 to approve an application to the Department and adopted a Five Year Plan ("Plan") authorizing activities for use of the funds. After the City's application for funding was submitted to the Department, the Department then requested that the Plan reflect the actual years from which funding will be allocated by the Department for funding allocation years 2019 to 2023. On November 23, 2020, the City Council adopted City Council Resolution No. 2020-217 to amend the Plan to change the dates to include funding allocation years 2019 to 2023.

The State Department has issued another NOFA dated August 17, 2022, under the PLHA Program.

The City of Livermore (the "Applicant") continues to be an eligible local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible local government delegated its PLHA formula allocation.

The proposed amendments to the Plan are intended to reallocate PLHA funding to other areas of need following subrecipients identification of other more appropriate sources of funding for project costs.

The Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients.

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

1. It hereby amends, approves, and adopts the amended Five Year PLHA Plan, attached hereto as Exhibit A, to reallocate PLHA funds to operating costs for the Vineyard Housing Resource Center, and authorizes the submission of an application to the Department for PLHA Program grant funds.

2. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

3. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA of approximately $1,251,240 in accordance with all applicable rules and laws.

4. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

5. Pursuant to Section 302(c)(4) of the guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution as Exhibit A, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the guidelines.

6. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering local government to whom a local government may delegate its PLHA allocation.

7. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

8. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

9. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing

projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in guidelines Section 302(c)(6)(A),(B) and (C).

10. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a local government-approved underwriting of the Project for a term of at least 55 years.

11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program guidelines and any other applicable SB 2 guidelines published by the Department.

12. The City Manager, or her designee, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate for the City of Livermore to apply for and receive PLHA funds from the Department.

13. This resolution supersedes Resolution No. 2020-217.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 14, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A – Permanent Local Housing Allocation (PLHA) Program Five Year Plan (Funding Years 2019-2023)

City of Livermore Permanent Local Housing Allocation (PLHA) Program Five-Year Plan

§302(c)(4) Plan *Rev. 5/7/21*

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

Funding from years 1 & 2 will be used to establish a rehabilitation and expansion program that would be offered to existing non-profit property owners of shared housing. As proposed, this funding would be limited term (only available during the first two years of the PLHA grant). In the past, the City has supported the acquisition and development of shared residential homes throughout Livermore for extremely low-income residents, many of whom have developmental or mental health related disabilities. After many years of operation, the homes require the replacement of major systems or upgrades. Staff has received inquiries from non-profit property owners about the need for financial assistance to make major repairs and/or to expand capacity with additional bedrooms or Accessory Dwelling Units to address long waitlists for housing.

The Vineyard 2.0 Project is a multi-pronged, mixed-use development that will address the many facets of the homeless crisis in Livermore. The project will include: a winter emergency shelter, a homeless services and housing navigation facility with mailboxes, laundry and showers, housing navigation/placement services, a commercial dining and meal preparation site for Open Heart Kitchen, and 24 permanent, supportive units for extremely low-income, homeless households. The proposed five-year plan would support the Vineyard 2.0 project by providing funding to key areas of need. This includes operating costs for the housing navigation center and emergency shelter and support for a housing navigator position or other staffing support. Staff proposes to allocate PLHA funds in years 1, 3, 4, and 5 for the shelter operator, Housing Consortium of the East Bay (HCEB), to operate the navigation center and emergency shelter at Vineyard 2.0 and to staff a full-time housing navigator to assist homeless individuals in finding permanent housing. This position will involve staff working to connect homeless individuals with supportive services to make the transition to permanent housing successful. This additional housing locator support would be tied to the shelter/facilities component of the project and would reduce the case load burden on local homeless services agencies.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The Vineyard project is targeted to households at or below 30% AMI. The City's existing Regulatory Agreement with HCEB restricts the project to serve 50% of AMI households and below who are experiencing homelessness.

Existing supportive housing projects which have received funding from the City for acquisition are all targeted to households at 50% of AMI and below. The City restricts rents through Regulatory Agreements recorded on each property. In future Request for Proposals to solicit use of the Rehabilitation/Expansion program funds, the City will ensure that funds are prioritized for persons that are 50% of AMI and below.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The City's current Housing Element includes many programs and goals to diversify and create affordable, rental housing targeted to special needs populations and to lift individuals out of homelessness. The Plan aligns itself with many of the goals outlined in the 2015-2022 State certified Housing Element:

Goal-1, Diversity of Housing Choice, Policy 1.2 – Facilitate the development of range of housing types through area planning efforts and the Development Code. The City has undertaken previous planning efforts to rezone the area to allow for housing and the services as mentioned in the Housing Element.

Goal-2, Well-Managed Growth, Policy 2.1 - Encourage the provision of lower income housing, infill development and mixed-used projects in locations severed by existing infrastructure, particularly transit services. The Vineyard 2.0 project will offer mixed-use housing with a neighborhood-serving facility that is accessible to transit nearby.

Goal-3, Production of Affordable Housing, Policy 3.2 - Actively pursue and utilize variety of funding resource and public/private partnerships in the development or purchase of housing affordable to lower and moderate income households; Policy 3.3 - Provide housing assistance to lower and moderate income households and other households with special needs. In addition to supporting the project through entitlement, the City is actively seeking funding for the Vineyard project. The City has also supported the acquisition and development of several shared housing projects targeted to persons with special needs.

Goal-6, Regional Cooperation to Address Housing Needs, Policy 6.1 - Foster regional cooperation and partnerships to address regional housing issues related to affordability, homelessness, and special housing needs. The Vineyard 2.0 development is a collaboration with other local and regional funders (City of Pleasanton, City of Dublin, and Alameda County), and non-profit organizations, including Open Heart Kitchen, and Housing Consortium of the East Bay.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-,very low-, low-, or moderate-income households, including necessary Operating subsidies.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.

In the first two years of the Plan, PLHA funds will go to Supportive Housing Rehabilitation and Expansion Program. The first two years of PLHA funds would be directed to establish a rehabilitation and expansion program that could be offered to existing non-profit property owners. The Program will support the major replacements of major systems or upgrade of shared residential homes throughout Livermore for extremely low-income residents (30% of Area Median Income and below), many of whom have developmental or mental health related disabilities. After many years of operation, the homes require the replacement of major systems or upgrade, but due to low rents, the properties typically lack the financial reserves needed to plan for and address much more than regular annual repairs. Staff has received inquiries from non-profit property owners about the need for financial assistance to make major repairs and/or to expand capacity with additional bedrooms or Accessory Dwelling Units to address long waitlists for housing.

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020													
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	45.0%	100.0%													
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%													**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level **Note: complete for year 2019 & 2020 only**	58	58													116
§302(c)(4)(E)(ii) Projected Number of Households Served	6	20													26
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity **(55 years required for rental housing projects)**	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Housing Rehabilitation and Expansion Program: City approval of the program guidelines and solicitation for proposals occured in Winter 2021, with an award to projects in early 2022 and 2023. Contracts with recipients and completion of rehabilitation and expansion projects would continue on a continuous basis through June 2023.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.

§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

Housing Navigation Costs and Staffing: In Year 1 as well as Years 3-5 of the PLHA plan, funds are budgeted for the Vineyard 2.0 shelter operator (HCEB or a subcontracting agency) to operate the housing navigation center and emergency shelter and to staff a full-time housing navigator to assist homeless individuals to find transitional or permanent housing. This position includes connecting the individual with other supportive services to make their transition successful. Cost estimates for the position will be based on typical salary for similar positions, with standard cost of living escalators.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2021	2022	2023											
Type of Activity for Persons Experiencing or At Risk of Homelessness	Navigation Center Operating	Navigation Center Operating	Navigation Center Operating	Navigation Center Operating											
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	55.00%	100.00%	100.00%	100.00%											
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%											**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**	711	711	688	688											2798
§302(c)(4)(E)(ii) Projected Number of Households Served	100	100	100	100											400
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	55	55	55	55											

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The Vineyard 2.0 project is currently under construction and estimated to complete in Summer 2022. Once the project is complete, the City will contract with the project developer, HCEB, to operate the navigation center and to create the new housing navigator position. If HCEB is unable to act as the shelter operator, the City will issue a solicitation subject to Guideline Section 302(c)(3), to select an agency to act as the shelter operator.The shelter operator will be the entity to receive the funds and employ the future housing navigator.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Hearing to consider amending the Livermore Development Code regarding temporary signs, including Section 4.06.140, to update regulations relating commercial and non-commercial temporary signs in all zoning districts.

RECOMMENDED ACTION

a) Based on City Council direction, staff recommends the City Council waive the first reading and **introduce an ordinance** approving Development Code Amendment 22-003, Temporary Signs, to update sections relating to the location, time of day, and number of days for commercial and non-commercial temporary signs in all zoning districts.

or

b) As an alternative to the Development Code Amendment requested by the City Council, the Mayor recommends the City Council waive the first reading and **introduce an ordinance** to prohibit the placement of all temporary signs in the public right-of-way in commercial, industrial, and residential zoning districts.

SUMMARY

Council Direction:

The City Council and staff have received complaints that campaign signs were being vandalized, stolen, installed inconsistent with the City's existing sign regulations and that components of the signs are littering the cityscape. On October 24, 2022, the City Council discussed the matter and directed staff to return with the development code amendments for temporary signs previously recommended for approval in 2020 by the Planning Commission. On that date, the City Council reaffirmed the 60 day time period for the display of noncommercial temporary signs in the public right-of-way, but directed staff to clarify how the date of an event is determined for the display of a noncommercial temporary sign in the public right-of-way. Lastly, on that date the City Council reaffirmed that temporary signs placed in the public right-of-way in violation of the ordinance are subject to removal and confiscation.

Relevant amendments previously recommended to the City Council by the Planning Commission include the following regulations:

- Restrict the placement of commercial and non-commercial temporary signs in the right-of-way to daylight hours between 9:00 a.m. and 5:00 p.m. Signs could only be placed after 9:00 a.m. and would need to be removed before 5:00 p.m. each day.
- Signs must relate to an event scheduled for a specific date and shall not be displayed sooner than 30 days before that event.

On July 27, 2020, the City Council considered the recommendation from the Planning Commission, directed revisions, and subsequently adopted Ordinance No. 2099 on August 24, 2020. The Council removed the restriction on displaying temporary signs to certain hours of the day, and set the duration of display to 60 days before an event. Attachment 1 is the July 27, 2020 staff report.

Staff recommends the City Council introduce an ordinance establishing the daily limitations on displaying commercial and non-commercial signs in the right-of-way previously recommended by the Planning Commission. Staff is also clarifying that the event date would be the actual election date for an election event, or the opening day for other events. The Amendment is intended to support and provide for free speech in the community through temporary signs while addressing concerns with vandalism, theft, aesthetics and public safety.

Mayor Alternative:

The City Council directed staff to amend the Development Code to prohibit the placement of temporary signs on the public right-of-way to the hours of 9:00 a.m. to 5:00 p.m. in commercial, industrial, and residential zoning districts.

As Mayor, I recommend the City Council consider an alternative amendment to the Development Code to prohibit the placement of all temporary signs in the public right-of-way in commercial, industrial, and residential zoning districts.

DISCUSSION

Council Direction:

Staff is recommending Development Code amendments to address the challenges associated with the display of temporary signs (Attachment 2). The Development Code includes the following provisions addressing commercial and noncommercial signs in commercial and industrial zones other than the Downtown Specific Plan, and residential zoning districts:

Noncommercial temporary signs are currently permitted in the designated public right-of-way, but not in the street, street median, or sidewalk, subject to the following:

a. The signs must relate to an event scheduled for a specific date and shall not be displayed sooner than 60 days before that event;
b. Signs must be stake signs with a maximum size of four square feet;
c. No two signs with the same copy shall be placed closer than 50 feet from each other per street

frontage;
d. Corner properties may have two of the same sign at the corner; and,
e. All noncommercial temporary signs shall be removed within five days after the event to which they pertain.

The size and placement restrictions listed above and already in the Development Code would be preserved with the following key additional requirement:

- Restrict the placement of commercial and non-commercial temporary signs in the public right-of-way to daylight hours between 9:00 a.m. and 5:00 p.m. in all designated zones.

This approach allows signs to be displayed during the most active times of the day and increases responsibility for those wishing to display temporary signs. Removing signs during nighttime hours would significantly reduce vandalism and theft.

Temporary sign regulations in the Downtown Specific Plan area will not be changed by the proposed amendment. In the Downtown Specific Plan only, commercial and non-commercial temporary signs would remain prohibited in the designated public right-of-way with the exception of A-frame signs.

Regarding determining the date of an event, staff is recommending that, for events like an election the event date for the purposes of the ordinance is the actual election date and not the voting period for the run-up to the election, and for multi-day events like a county fair the event date is the first day the fair opens to the public.

Any commercial or noncommercial temporary sign placed in the public right-of-way or public property in violation of these provisions would be subject to removal by the City. Current enforcement practice is to make every attempt to notify identified contacts, if any, and/or property owners of improperly placed signs, allow 24 hours to correct violations, and retrieve removed signs. If this amendment is approved, Neighborhood Preservation staff will develop enforcement protocols to remove and confiscate signs violating the provisions.

The proposed Development Code amendment is exempt from review under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) - the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no direct initial costs other than printing new public information flyers. The revised flyers would continue to describe prohibited locations and how to install signs properly. Neighborhood Preservation staff currently spends significant time policing the public right-of-way for sign violations. Staff may need to adjust shift start and stop times for Neighborhood Preservation employees during certain periods in order to enforce the time limits. This Code amendment will also initially require additional staff time to explain and enforce the new standards.

Mayor Alternative:

At the regular City Council meeting on October 24, 2022, I joined a majority of the City Council that

directed staff prepare amendments to the temporary sign ordinance to restrict the placement of temporary signs on the public right-of-way to the hours of 9:00 a.m. to 5:00 p.m. in commercial, industrial, and residential zoning districts. However, I believe a better course of action is to prohibit the placement of all temporary signs in the public right-of-way for those zoning districts.

I believe a blanket prohibition against the placement of all temporary signs in the public right-of-way in commercial, industrial, and residential zoning districts is a better course of action because it is simpler in concept and more straightforward to enforce. This approach is also consistent with the legal advice we received at the regular meeting on October 24, 2022, that it is best for the regulations to be content neutral. I recommend the City Council discuss my proposal at the meeting on November 14, 2022, and introduce the ordinance I have proposed.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with this item.

ATTACHMENTS

1. July 27 2020 Staff Report
2. Council Direction LDC - Redline Edits
3. Council Direction Ordinance, DCA 22-003
4. Mayor Alternative LDC - Redline Edits
5. Mayor Alternative Ordinance, DCA 22-003

Prepared by: Steve Stewart
Planning Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM 5.01

DATE: July 27, 2020

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Development Code Amendment 20-003, Temporary Signs

RECOMMENDED ACTION

Staff recommends the City Council introduce an ordinance approving Development Code Amendment 20-003, Temporary Signs.

SUMMARY

In January and February 2020, the City Council received several complaints that campaign signs were being vandalized, stolen, and installed inconsistent with the City's existing regulations for commercial and non-commercial temporary signs. On March 9, 2020, the City Council directed staff to develop options for an ordinance to limit the placement of campaign signs in the public right of way.

Staff reviewed several approaches to regulating temporary signs to avoid potential theft or vandalism including: prohibiting temporary signs in the public right-of-way; limiting the placement of temporary signs to certain hours of the day; and limiting the placement of temporary signs to a specific time in advance of an event. The options and staff recommendation are discussed below.

DISCUSSION

First Amendment jurisprudence recognizes a distinction between commercial and noncommercial speech, and that governmental officials must place a message into one or the other category for the purposes of regulation. While the First Amendment protects both commercial and noncommercial speech, it affords noncommercial speech a greater degree of protection. Therefore, care must be taken when crafting a sign ordinance to avoid imposing greater restrictions on noncommercial signs in favor of commercial signs.

The proposed amendments respect that jurisprudence and are intended to further the City's existing interests for sign regulations and its new interests to add additional

requirements to help address the vandalism and theft of signs, which primarily occurs at night, while preserving the opportunity to place signs in the designated public right-of-way.

The Livermore Development Code (LDC) in Section 4.06.140 regulates commercial and non-commercial temporary signs. Commercial temporary signs are sponsored by a commercial entity with prevailing messages that propose a commercial transaction (real estate leasing and selling activities, temporary retail sales or "now opening" signs). Non-commercial temporary signs provide commentary or advocacy on topics of public debate or concern. Political or campaign signs are non-commercial temporary signs.

Non-commercial temporary signs are currently and will continue to be allowed on private property in all zoning districts. Non-commercial and commercial signs are generally not allowed on any public property except in the public right-of-way as explained below.

Currently non-commercial temporary signs may be placed in the public right-of-way. The public right-of-way includes the street and an area about ten feet wide behind the curb. These signs are typically located adjacent to sidewalks in landscaped areas but are prohibited on street medians, sidewalks or streets, traffic signals, streetlight poles, and utility poles. In addition, temporary signs are prohibited within school sites, parks and other public property and have minimum spacing requirements (see Attachments 1 and 3 for existing temporary sign regulations). Commercial and non-commercial A-frame signs are also permitted in the public right of way in the Downtown area per the requirements of the Downtown Specific Plan.

Staff is recommending Development Code amendments to address the challenge of allowing temporary signs and addressing vandalism and theft. The size and placement restrictions in the existing ordinance summarized above would generally be preserved with the following key additional requirements (see Attachment 2 – redline version of Code changes):

- Restrict the placement of commercial and non-commercial temporary signs in the right-of-way to daylight hours between 9:00 a.m. and 5:00 p.m. Signs could only be placed after 9:00 a.m. and would need to be removed before 5:00 p.m. each day.

- Signs must relate to an event scheduled for a specific date and shall not be displayed sooner than 90 days before that event. Signs must still be removed within five days following the associated event.

- Stake signs shall be constructed of paper or plastic mounted on a wood or metal stick that is pushed or hammered into the ground, and signs shall be no taller than 36 inches above the ground.

- In the Downtown Specific Plan (DSP) area only, commercial and non-commercial temporary signs are not permitted in the designated public right-of-way with the exception of A-frame signs. A-frame signs must be:
    - No larger than 30 inches wide by 48 inches tall,
    - Displayed only between 9 a.m. to 7 p.m.,
    - Located within five feet of a front building entrance of commercial uses,
    - Allow for adequate ADA and public access on the sidewalk, and
    - Subject to DSP Chapter 6 design standards, including standards for portable signs.

- Any commercial or noncommercial temporary sign placed in the public right-of-way or public property in violation of this section would be subject to removal by the City. If this amendment is approved, Neighborhood Preservation staff will develop enforcement protocols for the removal and storage of those signs, as well as for their retrieval and possible destruction if not retrieved.

This approach allows signs to be displayed during the most active times of the day. Removing signs during nighttime hours would significantly reduce vandalism and theft. Additionally, this approach requires increased responsibility for those wishing to display temporary signs within the public right-of-way.

Less significant temporary sign Development Code changes are also proposed for formatting and internal consistency (see Attachment 2).

The proposed Development Code amendment is exempt from review under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) - the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission held a public hearing on the proposed project at its meeting of July 7, 2020. The Planning Commission expressed concern regarding the time of day limitations (i.e. 9 a.m. to 5 p.m.) for temporary signs. Such limitations could create an undue burden on persons wishing to display temporary signs. They were generally in agreement with limiting temporary signs to a specified time period prior to an event, but some thought 90 days may be too long.

The Planning Commission voted 2-1 (two Commissioners were absent) to recommend denial of the Development Code amendment as proposed. The Commission did, however, recommend on a 2-1 vote that the City Council consider allowing non-commercial and commercial temporary signs only up to 30 days before a scheduled event, instead of the 90 days that staff is recommending. See Attachments 4, 5 and 6 for the Planning Commission staff report, draft minutes and resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no direct initial costs other than printing new public information flyers. Neighborhood Preservation staff currently spends significant time policing the public right-of-way for sign violations. This Code amendment will initially require additional staff time to explain and enforce the new standards. The proposed Code amendments would better describe a violation and allow City staff to develop enforcement protocols for the removal, storage and retrieval of those signs.

ATTACHMENTS

1. Current Livermore Development Code Section 4.06.140
2. Redline Edits of Livermore Development Code
3. City's Existing Public Information Political Campaign Flyer
4. Planning Commission Staff Report July 7, 2020
5. Planning Commission Draft Meeting Minutes July 7, 2020
6. Planning Commission Resolution

Prepared by:

Susan Frost,
Special Projects Coordinator

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Douglas Alessio
Administrative Services Director

B. Each sign, including a sign located on a temporary or portable building, shall be subject to the requirements of this chapter.

C. No wall sign shall project more than one foot from a building. A sign which projects more than four inches from a building shall be placed no less than 10 feet above the ground.

D. Each sign shall be faced parallel to the street (or frontage if the building does not face a street) on which the sign is located, except that:

1. A freestanding sign may be faced perpendicular to the street on which the sign is located.

2. A freeway-oriented sign may be perpendicular to the freeway.

3. A projecting wall or icon sign may be faced perpendicular to the street on which the sign is located.

4. In the case of a corner lot, freestanding signs may be diagonal at the corner.

E. A freeway, freestanding or temporary sign is permitted within a required setback area, provided it is:

1. Located within a permanently maintained landscaped planter area having an area at least twice that of the sign area;

2. Not closer than 10 feet from any property line and 10 feet from any access driveway; and

3. Not within a radius of 20 feet of the intersection of the rights-of-way of two intersecting streets.

F. The area of a freestanding sign is deducted from the allowable area on the nearest comparable building frontage.

G. A freestanding sign up to eight feet in height shall be a monument style sign. A freestanding pole sign is only permitted for a sign in excess of eight feet in height.

H. Each sign containing commercial sign copy must be located on-site, except for a sign authorized pursuant to *Civil Code Section 713*, which advertises that a property is for sale, lease or exchange by the owner or his agent, and gives directions to the property and the owner's or agent's name, address and telephone number.

I. The area of a supporting structure of a monument sign may not exceed the area of its approved sign face.

4.06.060 Signs on Public Property

No signs are allowed on public property, except for the following:

A. A public sign erected by or on behalf of the City or other public entity to post legal notices, identify public property, convey public information, or direct or regulate pedestrian or vehicular traffic.

B. An informational sign of a public utility or transit company regarding its poles, lines, pipes, facilities, or routes.

C. An emergency warning sign erected by the City or other public entity, a public utility company, or contractor doing authorized or permitted work on public property.

D. A temporary sign in a residential zoning district as authorized under Section 4.06.140.B (Temporary Signs in Residential Zoning Districts).

E. Signs constructed by the City to direct persons to specific districts, regions, or public facilities.

F. A single banner sign over Fourth Street between South J Street and South K Street and over North Livermore Avenue between Chestnut Street and Railroad Avenue. All such signs are subject to the following regulations:

1. The permitted sign shall be:

   a. Noncommercial; or

   b. Associated with a civic, community, educational, or cultural event.

2. The sign applicant must apply for an encroachment permit with the City engineer or his or her designee.

3. The City engineer upon review and approval by the planning division shall allow such signs on a first-come, first-served basis for a period not to exceed 14 days per sign.

4. A reservation for installation of a sign is not transferable. The sign locations shall be reserved for use by the City of Livermore during the three weeks prior to any local election.

5. The sign must be installed by the City.

6. The City may charge a reasonable fee to cover the cost of installing the sign, as determined by a resolution of the City Council. Livermore Unified School District and the Livermore area recreation and park district shall each be granted two free banner installations in a calendar year.

G. A sign constructed by a public agency on its property, which is permitted in the zoning district in which the property is located. (Ord. 1942 § 1, 2011)

4.06.070 Measurement of Sign Area and Height

A. The area of a sign shall be measured by enclosing the shape in the simplest regularly shaped geometric figure, such as a circle, triangle, diamond, square, rectangle, or other figure having not more than six sides. Where one or more messages consist of letters, panels, or symbols attached to a surface, then the sign area shall be the sum of the areas of each message.

B. The area of a sphere shall be computed as 50 percent of its surface.

C. The area of a multi-sided sign shall be the total of each exposed sign face, except where signs are parallel back-to-back and attached to opposite sides of a supporting structure. The area of a motor fuel price sign shall be the total of each exposed face, regardless of the orientation of each face.

D. The height of a freestanding or temporary sign shall be measured from the top of curb of the nearest street to the uppermost part of the sign or its supporting structure.

E. The height of a freestanding freeway sign shall be measured from the basic grade of the lot on which the sign is placed to the uppermost part of the sign or its supporting structure.

C. Each sign shall manifest balanced scale and proportions in its design and in its visual relationship to nearby buildings, its site, and surrounding land uses.

D. Each permanent sign shall complement the architecture of the building with which it is principally associated, by incorporating compatible materials, colors, and shapes of the building. In addition, each permanent sign shall generally display restrained and harmonious colors, type, styles, and lighting, and shall be constructed of durable materials.

E. Each sign shall be compatible with the general appearance of other signs visible from its site, and shall not compete for attention in a manner taking advantage of extreme, disharmonious, or clashing colors, shapes, locations, or materials.

4.06.130 Master Sign Program

A. The owners of a commercial or industrial complex and any joint freeway sign shall submit a master sign program for approval by the Planning Commission.

B. A master sign program shall include the sign locations, sign types, colors, designs, faces, materials, restrictions, prohibitions, and other general criteria for signs. A sign which is consistent with an approved master sign program is not subject to further design review.

4.06.140 Temporary Signs

A. **Temporary signs in commercial and industrial zoning districts.** In addition to the permanent signs allowed in this chapter, temporary signs are permitted in the following zoning districts designated as Neighborhood Business Commercial (CNB), Commercial Service (CS), Highway Service Commercial (CHS), Commercial Office (CO), Professional Office (CP), Research and Development (I-1), Light Industrial (I-2), Heavy Industrial (I-3), T4 Neighborhood-Open, and Neighborhood Mixed Use (NMU), subject to the following:

1. Only the following types of temporary signs are permitted:
   a. A freestanding A-frame sign;
   b. A window painting;
   c. A banner sign;
   d. A beacon;
   e. A stake sign constructed of paper or plastic mounted on a wood or metal stick.
2. Prior to displaying a temporary sign which contains commercial sign copy, the owner of such a sign shall register the sign with the planning division by completing a form provided by the City. The form shall include the owner's name, address and telephone number, as well as dates the owner intends on displaying the sign. The City may charge a reasonable registration fee to cover the cost of inspection and enforcement, as determined by resolution of the City Council.
3. A freestanding A-frame sign, window painting or banner sign shall be displayed no more than 35 days in any three-month period on private property.
4. Each parcel shall have no more than one freestanding A-frame sign, window painting or banner sign.

5. For commercial and noncommercial signs on developed parcels, the maximum sign area of a freestanding A-frame sign, stake, or banner sign is one-half of the sign area permitted for a permanent sign in the district in which the parcel is located. For vacant parcels, no commercial signs are permitted. Noncommercial signs are permitted as long as the signs do not exceed four square feet per sign and no two signs with the same copy are located closer than 50 feet from each other.
6. A temporary sign may not be illuminated.
7. A window painting may cover only up to 50 percent of the window area.
8. A temporary freestanding A-frame sign is subject to the following requirements:
    a. Maximum size of temporary freestanding A-frame signs is 30 inches wide by 48 inches tall; and
    b. A temporary freestanding A-frame sign must be placed on private property or in a landscaped area.
9. Each parcel shall have no more than one beacon, subject to the following requirements:
    a. A beacon may be displayed no more than 10 days per year;
    b. A beacon must be located on-site;
    c. A beacon may not create a hazard to pedestrians, vehicles, or aircraft due to its location or movement; and
    d. A beacon may only operate during the business hours of the use being identified.
10. Public property and public right-of-way signs located on public property or the designated public right-of-way are subject to the following regulations:
    a. No commercial or noncommercial signs are permitted on public property; and
    b. No commercial signs are permitted on the designated public right-of-way. Non-commercial signs are permitted in all zoning districts; provided, signs do not exceed four square feet per sign and no two signs with the same copy are located closer than 50 feet from each other, per street frontage. Corner properties may have two of the same sign at the corner.

B. **Temporary signs in residential zoning districts.**
In addition to permanent signs allowed in this chapter, temporary signs are permitted in zoning districts designated as Downtown Specific Plan (DSP), Suburban Multiple Residential (RG), Multi-Family Residential (MFR), Suburban Residential (RS), Low Density Residential (RL), Rural Residential (R-R), T3 Neighborhood, and T4 Neighborhood, subject to the following:

1. A temporary sign may be placed on private property subject to the following:
    a. Noncommercial signs.
        (1) Maximum four square feet per sign;
        (2) No limit on the number of signs permitted; and
        (3) Signs must be a stake sign.
    b. Commercial signs.
        (1) Signage pursuant to *Civil Code Section 713* may be freestanding or wall-mounted; and

(2) Signs pursuant to a master sign program associated with a residential development are exempt; except they may not exceed 32 square feet and may not exceed one per parcel.

2. A temporary sign may be placed in the designated public right-of-way subject to the following:

   a. Noncommercial signs.

      (1) Signs must be stake signs with a maximum size of four square feet;

      (2) No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;

      (3) Corner properties may have two of the same sign at the corner;

      (4) All temporary noncommercial signs shall be removed within five days after the event to which they pertain.

   b. Commercial signs (including garage sale signs and real estate signs).

      (1) Signs must relate to an activity permitted within a residential zoning district;

      (2) Signs are only allowed on Thursdays, Saturdays and Sundays;

      (3) Signs are limited to four square feet;

      (4) Only one sign per each advertised activity (e.g., a house for sale, etc.) may be placed at each street intersection leading from the two nearest major streets (reflecting two independent access routes) to the site of the advertised activity.

      (5) Only one sign per each advertised activity, up to a maximum of three signs, may be placed at any street intersection corner; and

      (6) The sign must be placed so that a minimum of four and one-half feet remains clear on the sidewalk for pedestrians.

3. All temporary commercial signs are permitted for a total of 35 days per a calendar quarter.

4. No temporary commercial or noncommercial signs are permitted on public property or to be placed in the street or median areas.

4.06.150 Transect Zones (T4 Neighborhood-Open,T4 Main Street-Open,T4 Main Street)

In a Transect zone (T4N-O, T4MS-O, T4MS) permanent signs are permitted as follows:

A. **Lighting.** Signage shall be externally illuminated.

B. **Permitted signs.** Only the following types of signs are permitted and shall follow the following regulations:

   1. Projecting wall sign. See Subsection 4.06.150.C
   2. Awning/Canopy. See Subsection 4.06.150.D
   3. Wall. See Subsection 4.06.150.E
   4. Free-standing sidewalk sign. See Subsection 4.06.150.F
   5. Window sign. See Subsection 4.06.150.G

Livermore Development Code

4.06.060 Signs on Public Property and in the Designated Public Right-of-Way

No signs are allowed on public property or in the designated public right-of-way, except for the following:

A. A public sign erected by or on behalf of the City or other public entity to post legal notices, identify public property, convey public information, or direct or regulate pedestrian or vehicular traffic.
B. An informational sign of a public utility or transit company regarding its poles, lines, pipes, facilities, or routes.
C. An emergency warning sign erected by the City or other public entity, a public utility company, or contractor doing authorized or permitted work on public property.
D. ~~A c~~Commercial and noncommercial temporary signs ~~in a residential zoning district as authorized under~~ that satisfy the requirements in Section 4.06.140~~.B~~ (Temporary Signs ~~in Residential Zoning Districts~~).
E. Signs constructed by the City to direct persons to specific districts, regions, or public facilities.
F. A single banner sign over Fourth Street between South J Street and South K Street and over North Livermore Avenue between Chestnut Street and Railroad Avenue. All such signs are subject to the following regulations:
    1) The permitted sign shall be:
        a) Noncommercial; or
        b) Associated with a civic, community, educational, or cultural event.
    2) The sign applicant must apply for an encroachment permit with the City engineer or his or her designee.
    3) The City engineer upon review and approval by the planning division shall allow such signs on a first-come, first-served basis for a period not to exceed 14 days per sign.
    4) A reservation for installation of a sign is not transferable. The sign locations shall be reserved for use by the City of Livermore during the three weeks prior to any local election.
    5) The sign must be installed by the City.
    6) The City may charge a reasonable fee to cover the cost of installing the sign, as determined by a resolution of the City Council. Livermore Valley Joint Unified School District and the Livermore ~~a~~Area ~~r~~Recreation and ~~p~~Park ~~d~~District shall each be granted two free banner installations in a calendar year.

4.06.140 Temporary Signs

A. Temporary signs in commercial and industrial zoning districts. In addition to the permanent signs allowed in this chapter, temporary signs are permitted in Specific Plans, Planned Unit Development (PUD) and Planned Development (PD) district areas that allow commercial and industrial uses and the following zoning districts designated as Neighborhood Business Commercial (CNB), Commercial Service (CS), Highway Service Commercial (CHS), Commercial Office (CO), Professional Office (CP), Research and Development (I-1), Light Industrial (I-2), Heavy Industrial

(I-3), T4 Neighborhood-Open, and Neighborhood Mixed Use (NMU), subject to the following:

1) Only the following types of temporary signs are permitted:
   a) A freestanding A-frame sign;
   b) A window painting;
   c) A banner sign;
   d) A beacon;
   e) A stake sign ~~constructed of paper or plastic mounted on a wood or metal stick~~.
2) Prior to displaying a temporary sign which contains commercial sign copy, the owner of such a sign shall register the sign with the Planning Division by completing a form provided by the City. The form shall include the owner's name, address and telephone number, as well as dates the owner intends on displaying the sign. The City may charge a reasonable registration fee to cover the cost of inspection and enforcement, as determined by resolution of the City Council.
3) A freestanding A-frame sign, window painting or banner sign shall be displayed no more than 35 days in any three-month period on private property.
4) Each parcel shall have no more than one freestanding A-frame sign, window painting or banner sign.
5) For commercial and noncommercial signs on developed parcels, the maximum sign area of a freestanding A-frame sign, stake, or banner sign is one-half of the sign area permitted for a permanent sign in the district in which the parcel is located. For vacant parcels, no commercial signs are permitted. Noncommercial signs are permitted as long as the signs do not exceed four square feet per sign and no two signs with the same copy are located closer than 50 feet from each other.
6) A temporary sign may not be illuminated.
7) A window painting may cover only up to 50 percent of the window area.
8) A temporary freestanding A-frame sign is subject to the following requirements:
   a) Maximum size of temporary freestanding A-frame signs is 30 inches wide by 48 inches tall; and
   b) A temporary freestanding A-frame sign must be placed on private property or in a landscaped area.
9) Each parcel shall have no more than one beacon, subject to the following requirements:
   a) A beacon may be displayed no more than 10 days per year;
   b) A beacon must be located on-site;
   c) A beacon may not create a hazard to pedestrians, vehicles, or aircraft due to its location or movement; and
   d) A beacon may only operate during the business hours of the use being identified.
10) Commercial and noncommercial temporary signs are not permitted on public property. For clarification, the term public property for this prohibition means both real property owned by a public entity as well as physical property, including but not limited to, traffic lights, street lights, and utility infrastructure.

11) In the Downtown Specific Plan (DSP) area only, commercial and non-commercial temporary signs are not permitted in the designated public right-of-way with the exception of A-frame signs, which must be:
   a) No larger than 30 inches wide by 48 inches tall;
   b) Displayed only between 9 a.m. to 7 p.m.;
   c) Located within five feet of a front building entrance of only commercial uses;
   d) Allows for adequate ADA and public access on the sidewalk; and
   e) Subject to DSP Chapter 6 design standards, including standards for portable signs.

~~10)~~ Noncommercial temporary signs (including campaign and political signs) are permitted i~~Public property and public right-of-way signs located on public property or the designated public right-of-way are subject to the following regulations:~~

~~a) No commercial or non-commercial signs are permitted on public property; and~~

~~11)~~12) ~~No commercial signs are permitted i~~n the designated public right-of-way, but not in the street, street median, ~~. Non-commercial signs are permitted in all zoning districts;~~or sidewalk in commercial and industrial zones other than the DSP, subject to the following: ~~provided, signs do not exceed four square feet per sign and no two signs with the same copy are located closer than 50 feet from each other, per street frontage. Corner properties may have two of the same sign at the corner.~~

~~a) No commercial or noncommercial signs are permitted on public property; and~~

~~b) No commercial signs are permitted on the designated public right-of-way. Non commercial signs are permitted in all zoning districts; provided signs do not exceed four square feet per sign and no two signs with the same copy are located closer than 50 feet from each other, per street frontage. Corner properties may have two of the same sign at the corner.~~

   a) The signs must relate to an event scheduled for a specific date and shall not be displayed sooner than 90 days before that event;
   b) May only be displayed between the hours of 9 a.m. and 5 p.m. each day;
   c) Signs must be stake signs with a maximum size of four square feet;
   d) No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;
   e) Corner properties may have two of the same sign at the corner; and,
   f) All noncommercial temporary signs shall be removed within five days after the event to which they pertain.

B. Temporary signs in residential zoning districts. In addition to permanent signs allowed in this chapter, temporary signs are permitted in Specific Plans, Planned Unit Development (PUD) and Planned Development (PD) district areas that allow residential uses and in zoning districts designated as Downtown Specific Plan (DSP), Suburban Multiple Residential (RG), Multi-Family Residential (MFR), Suburban Residential (RS), Low Density Residential (RL), Rural Residential (R-R), T3 Neighborhood, and T4 Neighborhood, subject to the following:
   1) A temporary sign may be placed on private property subject to the following:
      a) Noncommercial signs.

(1) Maximum four square feet per sign;
(2) No limit on the number of signs permitted; and
(3) Signs must be a stake sign.

b) Commercial signs.
(1) Signage pursuant to Civil Code Section 713 may be freestanding or wall mounted; and
(2) Signs pursuant to a master sign program associated with a residential development are exempt; except they may not exceed 32 square feet and may not exceed one per parcel.
(3) A temporary commercial sign shall not be displayed for more than 35 days in any three- month period on private property.

2) A noncommercial temporary sign (including campaign and political signs) may be placed in the designated public right-of-way, but not the street, street median, or sidewalk, subject to the following:
~~a) Noncommercial signs;~~
a) Signs must related to an event scheduled for ra specific date and shall not be installed sooner than 90 days before that event;
b) Signs shall only be displayed in the public right-of-way between the hours of 9:00 a.m. and 5:00 p.m. each day;
~~b)~~c) Signs must be stake signs with a maximum size of four square feet;
~~c)~~d) No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;
~~d)~~e) Corner properties may have two of the same sign at the corner;
~~e)~~f) All ~~temporary~~ noncommercial temporary signs shall be removed within five days after the event to which they pertain.

3) A ~~C~~commercial temporary sign~~s~~ (including garage sale signs and real estate signs) may be placed in the designated public right-of-way, but not the street, street median, or sidewalk, subject to the following:
~~a) A temporary commercial sign shall not be displayed for more than 35 days in any three-month period on private property.~~
~~b)~~a) Signs must relate to an activity permitted within a residential zoning district;
~~c)~~b) Signs are only allowed on Thursdays, Saturdays and Sundays between the hours of 9:00 a.m. and 5:00 p.m.;
~~d)~~c) Signs are limited to four square feet;
~~e)~~d) Only one sign per each advertised activity (e.g., a house for sale, etc.) may be placed at each street intersection leading from the two nearest major streets (reflecting two independent access routes) to the site of the advertised activity;
~~f)~~e) Only one sign per each advertised activity, up to a maximum of three signs total, may be placed at any street intersection corner; and
~~g)~~f) The sign must be placed so that a minimum of four and one-half feet remains clear on the sidewalk for pedestrians if not other location is possible.

~~4) All temporary commercial signs are permitted for a total of 35 days per a calendar quarter.~~

~~5)~~4) Commercial and non-commercial temporary signs are not permitted on public property. For clarification, the term public property for this prohibition means

both real public property and physical public property, including but not limited to traffic lights, street lights, and utility infrastructure

~~6) No temporary commercial or noncommercial signs are permitted on public property or to be placed in the street or median areas.~~

C. Enforcement. Any commercial or noncommercial temporary sign placed in the public right-of-way or public property in violation of this section shall be subject to removal by the City and enforcement using the remedies in Chapters 1.20, 8.14, and 8.15 in the Municipal Code, and such other remedies the City may have. The Neighborhood Preservation staff shall develop enforcement protocols for the removal and storage of those signs, as well as for their retrieval and possible destruction if not retrieved.

Section 11.01.020 Definitions of Specialized Terms and Phrases

Stake sign. A sign constructed of paper or plastic mounted on a wood or metal stick that is pushed or hammered into the ground, and the top of which is less than 36 inches above the ground.

Enforcement and Filing a Complaint

Signs found to be in violation of the Livermore Municipal Code may be removed and/or discarded. City staff will make every attempt to notify campaigns of improperly placed signs. Campaigns or property owners will have 24 hours to correct the signs. A citation may be issued to a campaign or property owner for improperly placed signs on private or public property.

All campaign signs shall be removed within five days after the election to which they pertain.

Complaints concerning sign violations may be reported by calling (925) 960-4444, or by visiting our website at www.cityoflivermore.net and providing the address or location of the violation along with your name, address and phone number.

All complaint information will be kept confidential.

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Reference Guide to Political Campaign Signs

Information contained in this brochure is a brief summary of Livermore's sign ordinance (Livermore Development Code § 4.06.140 — Temporary Signs) and reflects our commitment to ensuring a safe community free from visual distractions and obstructions.

This reference guide is intended to provide information on the permissible location and size of political campaign signs in compliance with the Livermore Development Code.

Complete information on Livermore's sign ordinance is located on the City's website: www.cityoflivermore.net

For additional assistance or information regarding campaign signs, please contact the following Building Division staff:

Doug Martin, (925) 960-4422
Paul Spence, (925) 960-4474

LIVERMORE
CALIFORNIA

1052 South Livermore Avenue
Livermore, CA 94550-4899

phone: (925) 960-4437
fax: (925) 960-4429
TDD: (925) 960-4104

www.cityoflivermore.net

Reference Guide to Political Campaign Signs

ATTACHMENT 1
ATTACHMENT 3

LIVERMORE
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Join In Keeping Livermore A Beautiful Place

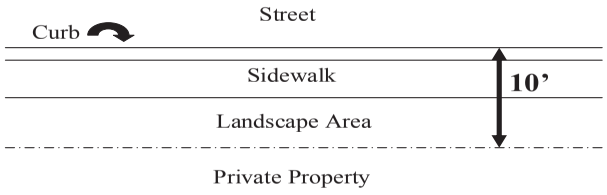
Definitions

"Stake Signs" are mounted on a wooden or metal stick and placed in the ground:



"Public Property" is any property publicly owned outside of the public right-of-way, including parks, City Hall, the Civic Center area, libraries, Police and Fire Departments, and schools.

"Public Right-of Way" is the area within ten feet of the curb face (see drawing below):



Signs on Private Property (Greater than ten feet from curb)

Campaign signs placed on private properties must meet the following requirements:

- Maximum size of four square feet per sign
- Signs must be stake signs
- No limit to number of signs

Signs in the Public Right-of-Way (Within ten feet of the curb)

Campaign signs placed in the public right-of-way must meet the following requirements:

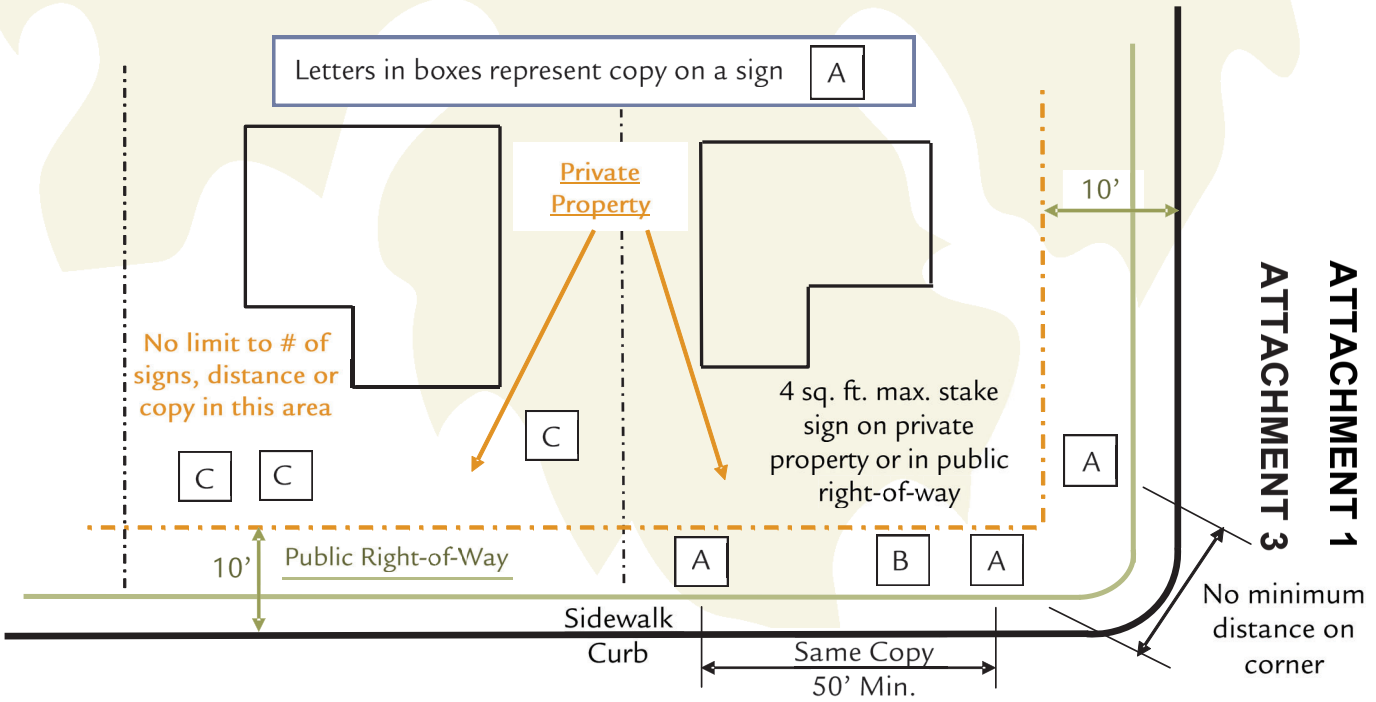
- Maximum size of four square feet per sign
- Signs must be stake signs
- No two signs with the same copy may be closer than fifty feet from each other
- Corner properties may have identical signs on both corners

Prohibited Sign Locations

For the safety of drivers and pedestrians, the following areas are prohibited from sign placement:

- Street Medians
- Sidewalks or Streets
- Traffic Signals
- Street Light Poles
- Power Poles
- Schools
- Parks
- Public Property

Signs placed in these areas will be removed and discarded.



ATTACHMENT 1
ATTACHMENT 3

LIVERMORE CALIFORNIA

LIVERMORE
CALIFORNIA

PLANNING COMMISSION STAFF REPORT

TO: Chairperson Fagundes and
Members of the Planning Commission

PREPARED BY: Susan Frost, Special Projects Coordinator

REVIEWED BY: Steve Stewart, Planning Manger
Steve Riley, Principal Planner

DATE: July 7, 2020

SUBJECT: Development Code Amendment 20-003, Temporary Signs

SUMMARY RECOMMENDATION

Staff recommends that the Planning Commission adopt a resolution recommending the City Council instruct staff to file a Notice of Exemption and approve Development Code Amendment (DCA) 20-003 to implement stricter limitations on temporary signs relating the location, time of day, number of days for commercial and non-commercial temporary signs in the public right of way in all zoning districts.

BACKGROUND

In January and February 2020, the City Council received several complaints that campaign signs were being vandalized, stolen, and installed inconsistent with the City's existing regulations for commercial and non-commercial temporary signs. On March 9, 2020, the City Council directed staff to develop options for an ordinance to limit the placement of campaign signs in the public right of way.

Campaign signs are vandalized or stolen in nearly every election. Many are inadvertently placed in locations that are inconsistent with the City's existing regulations. This problem impacts nearly every candidate and ballot measure, as well as the campaigns advocating for or against them. Those activities are illegal, but the high number of campaign signs placed during an election make it problematic to enforce compliance and identify responsible parties.

The problem is magnified in Livermore since its ordinances allow campaign signs to the placed in the public right of way. Unlike campaign signs on private property that are generally supervised by people at those locations, campaign signs placed in the public

right are left largely unattended. The absence of regular oversight makes those signs vulnerable to vandalism and theft.

Earlier this year, the campaigns participating in Livermore's March 2020 election expressed a shared complaint that the problem was more rampant than ever before, and that reactions and accusations were becoming increasing hostile. For example, there were allegations that campaign signs were repeatedly stolen from certain locations, that signs were cut to pieces in a threatening manner, and that signs were marred by graffiti to alter their meaning. That experience added to the natural tension inherent in every election.

Many community members expressed concern that the activities were unnecessarily dividing the community. Rather than focusing the campaign conversation on the merits of the measure, the campaigns for and against the measure exchanged accusations against each other that their supporters were engaged in illegal activities.

Staff has identified the following options to amend the City's sign ordinance to address campaign sign theft and vandalism, and the constitutional requirements to respect the hierarchy of non-commercial and commercial speech.

STAFF ANALYSIS

First Amendment jurisprudence recognizes a distinction between commercial and noncommercial speech, and that governmental officials must place a message into one or the other category for the purposes of regulation. While the First Amendment protects both commercial and noncommercial speech, it affords noncommercial speech a greater degree of protection. Therefore, care must be taken when crafting a sign ordinance to avoid imposing greater restrictions on noncommercial signs in favor of commercial signs.

The City has exercised its authority to adopt a sign ordinance to regulate signs in Livermore to implement its interest in community aesthetics through the control of visual clutter, for pedestrian and driver safety, and based upon the findings and determinations when the ordinance was first adopted.

The proposed amendments respect that jurisprudence and are intended to further the City's existing interests for its sign regulations and its new interests to add additional requirements to help address the vandalism and theft of signs, which primarily occurs at night, while preserving the opportunity to place signs in the designated public right-of-way.

The Livermore Development Code (LDC) in Section 4.06.140 regulates commercial and non-commercial temporary signs and the City summarizes these regulations in a public flyer (see Attachments 1 and 2). Commercial temporary signs are sponsored by a commercial entity with prevailing messages that propose a commercial transaction (real estate leasing and selling activities, temporary retail sales or "now opening" signs). Non-

commercial temporary signs provide commentary or advocacy on topics of public debate or concern. Political or campaign signs are non-commercial temporary signs.

Generally, the City cannot create or enforce stricter regulations on temporary non-commercial signage, than for temporary commercial signage. The City can consider different regulations for different parts of the City if the regulations within that geographic area do not favor commercial signs over non-commercial signs.

Non-commercial temporary signs are currently allowed on private property in all zoning districts. Non-commercial temporary signs may also be placed in the public right-of-way (ROW) (generally within 10 feet of back of curb (but varies some older parts of City) and must meet the following restrictions among others:

- maximum of four square feet per sign;
- signs must be stake signs;
- no two signs with the same copy may be closer than 50 feet of each other per street frontage;
- corner properties may have two of the same signs at the corner; and
- signs must be removed within five days following the associated event (e.g. after the election date)

These signs are typically located adjacent to sidewalks in landscaped areas but are prohibited on street medians, sidewalks or streets, traffic signals, streetlight poles, utility poles, schools, parks and public property.

Commercial and non-commercial A-frame signs are also permitted in the public ROW in the downtown area per the requirements of the Downtown Specific Plan.

As discussed above, the primary concern with temporary campaign signs is vandalism and theft, particularly signs placed in the ROW. Potential solutions include:

1. prohibiting placement of all temporary signs in the ROW (except governmental public information and traffic safety signs);
2. prohibiting the placement of commercial and non-commercial temporary signs in the ROW during certain hours of the day; and
3. prohibiting placement of commercial and non-commercial temporary signs in the ROW during a specific time in advance of standard election dates.

The first option above would prohibit both commercial and non-commercial temporary signs in the ROW. This would limit campaign signs to private property only (with property owner's permission) and have little effect on campaign signs on private residential property. However, it would require that campaign signs be placed on private commercial property with property owner permission and outside of the public ROW. It may be more difficult to get a commercial property owner to agree to signage and time consuming to find the right person to get said permission.

The second option would be to allow commercial and non-commercial temporary signs in the ROW only during certain hours of the day, for example, 9 a.m.- 5 p.m., or 6 a.m. to 8 p.m. to allow more exposure to daily commuters. With this approach, temporary signs would be placed in the morning and removed in the evening each day. While this approach would likely decrease potential problems with vandalism and theft, it would require additional effort and possibly cost for those wishing to display temporary signs. It may also present enforcement challenges for the City's Neighborhood Preservation staff.

The third option is prohibiting the placement of commercial and non-commercial temporary signs in the ROW during a specific time in advance of standard election dates, such as 60 or 90 days and letting signs stay out all day and night with no time restrictions.

A fourth option is to create a hybrid amendment that includes elements from the different options above. One option would be to allow temporary signs during certain hours and establishing a specific time they are out, 60 or 90 days before the election.

RECOMMENDATON

Staff is recommending Development Code amendments as shown in Attachment 3 to address the challenge of allowing temporary signs and addressing vandalism and theft. The size and placement restrictions in the existing ordinance described above would generally be preserved with the following key additional requirements:

- Restrict the placement of commercial and non-commercial temporary signs in the ROW to daylight hours between 9:00 a.m. and 5:00 p.m. Signs could only be placed after 9:00 a.m. and would need to be removed before 5:00 p.m. each day.

- Signs must relate to an event scheduled for a specific date and shall not displayed sooner than 90 days before that event. Signs must still be removed within five days following the associated event.

- Stake signs shall be constructed of paper or plastic mounted on a wood or metal stick that is pushed or hammered into the ground, and signs shall be no taller than 36 inches above the ground.

- Any commercial or noncommercial temporary sign placed in the public right-of-way or public property in violation of this section shall be subject to removal by the City. Neighborhood Preservation staff shall develop enforcement protocols for the removal and storage of those signs, as well as for their retrieval and possible destruction if not retrieved.

This approach allows signs to be displayed during the most active times of the day. Removing signs during nighttime hours would significantly reduce vandalism and theft.

Additionally, this approach requires increased responsibility for those wishing to display temporary signs within the ROW.

Neighborhood Preservation currently spends significant time policing the ROW for sign violations. The ordinance amendments would better describe a violation and allow City staff to develop enforcement protocols for the removal and storage of those signs.

In addition to the amendments summarized above, less significant changes are proposed for formatting and internal consistency.

SUMMARY

The proposed Development Code amendment revises the regulations for the placement of temporary commercial and non-commercial signs in the public right-of-way. The revisions are intended to support and provide for free speech in the community through temporary signs while addressing concerns with vandalism, theft, aesthetics and public safety.

OTHER AGENCY/DEPARTMENT COMMENTS

None

ENVIRONMENTAL DETERMINATION

The proposed project is exempt from review under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) - the activity is covered by the common sense exemption 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.

Staff finds that the proposed amendments to the Development Code would not result in significant effect on the environmental as the ordinance addresses temporary signs and not permanent alternations to the environment.

ATTACHMENTS

1. Development Code Temporary Sign Section 4.06.140
2. Flyer for current regulations of campaign signs
3. Draft Ordinance showing redline changes to Development Code
4. Planning Commission Resolution

LIVERMORE CALIFORNIA

PLANNING COMMISSION
DRAFT MEETING MINUTES

JULY 7, 2020

5. PUBLIC HEARINGS

5.03 Hearing to consider amending the Livermore Development Code regarding, Temporary Signs, including Section 4.06.140, to update sections relating the location, time of day, number of days for commercial and non-commercial temporary signs in all zoning districts.

- Location: Citywide
- Site Area: Not applicable
- Applicant: City of Livermore
- Application Number: Development Code Amendment (DCA) 20-003
- Public improvements: Not applicable
- Zoning: Various
- General Plan: Various
- Historic Status: Not applicable
- CEQA: Recommend finding the project is exempt from the California Environmental Quality Act under Section 15061(b)(3) that the activity is covered by the common sense exemption 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.
- Project Planner: Susan Frost, Special Projects Coordinator

Recommendation: Staff recommends the Planning Commission adopt a resolution recommending the City Council instruct staff to file a Notice of Exemption with the Alameda County Clerk and approve Development Code Amendment (DCA) 20-003.

Susan Frost, Special Projects Coordinator, presented the staff report.

Chairperson Fagundes opened the public hearing. No one came forward and the public hearing was closed.

Commissioner Bonanno asked and confirmed that the A-frame signs similar to the ones seen on First Street in front of restaurants in the evening would still be allowed and the ordinance amendment allows them to be displayed between 9AM and 7PM or 2 hours longer than the cut-off in other areas other than the downtown.

Commissioner Bonanno said she supports the ordinance change but worries about businesses downtown that hold evening business, such as Aviation who has an A-frame that directs people in the evening. She asked if these would not be allowed after 7PM, and Ms. Frost confirmed.

Commissioner Bonanno asked and confirmed with staff that the Planning Commission is making a recommendation to the City Council. She believed there were parts of the City where it is an undue restriction on places that are active after 7PM.

Commissioner Stein asked if it was possible to distinguish between commercial and campaign signs in any way and asked how this will be enforced given it is outside of normal working hours, noting it may be hazardous if people are putting up and taking down signs in the dark.

He also asked how regional campaign signs will be managed if non-City agencies do not read the City's ordinance. Lastly, this tends to favor incumbents and one of the major uses of signs is to get the candidate s' names before the public.

Principal Planner Steve Riley responded that the City must allow commercial and non-commercial signs under the same regulations and cannot impose restrictions on one and not the other.

Ms. Frost added that the ordinance specifically relates to commercial signs and non-commercial and not just campaign signs which are a form of non-commercial signs but the distinction is really commercial and non-commercial. They are being treated similarly.

She said staff wanted to do something less restrictive than prohibiting all signs altogether in the public right-of-way, so this was a compromise as a way to achieve goals while still providing some form of restrictions.

Mr. Stewart said in terms of enforcement it is always a challenge with these types of signs during any time of the year. Enforcement would be through the City's Neighborhood Preservation Department and the Police Department and their employees. It does offer enforcement opportunities around the clock, but it is difficult on weekends, given higher priorities. He stated Doug Martin, Neighborhood Preservation Manager, is present and can add to his comments.

Neighborhood Preservation Manager Doug Marin referred to enforcement outside of normal working hours and said staff most likely would not be doing any enforcement in the evenings past 5PM and staff starts at 7AM so the 9AM timing provides the opportunity for staff to monitor those areas and remove any signs. This also could have some influence on the downtown A-frame signs if those needed to go a little later.

Again, he said they would monitor in the morning when they are not likely to be out, and an extension of hours in the evening is much less of a burden to staff than the earlier morning hours would be.

Mr. Riley said in regards to getting information out to the different campaigns, when folks file to run in the local elections they must review rules and procedures relating to signs with the City Clerk. The City Clerk would convey the new code amendments to those running for office to ensure they know the rules.

Chairperson Fagundes re-opened the public hearing to accept two comments that came in during the public hearing.

Evan wrote: After the vandalism from the last campaign season, he encouraged the Commission to pass this ordinance and encourage the time to be extended by about 2 hours on each end.

Chad wrote: What is the goal of restriction of campaign signs the Commission intends to achieve?

Chairperson Fagundes closed the public hearing.

Chairperson Fagundes said he has concerns with the risk associated with installing signs along the roadway which causes hazards as well as having them gathered after the election. He thinks enforcement will be difficult and does not know how practical the timeframe is.

Commissioner Bonanno said she would support increasing the time to make it more open, cited issues with campaign signs which have been defaced, destroyed, thrown into the landscape, and thinks this is primarily what this is intended to address.

She said she still finds signs from over a year ago when walking and thinks this addresses the issue and would like to see the window expanded so as not to penalize businesses. She also appreciates Mr. Martin's comments, and thinks the hazards of people pulling signs out of the right-of-way will not happen often. And, while unfortunate to take this action, she completely supports it.

Commissioner Stein said he generally is opposed to vandalism but it is a balance between free speech and over-regulation and said he will probably oppose the recommendation. He thinks the campaign signs for individuals are generally less often vandalized than the initiative where feelings run high but overall, it is a balance between free speech and regulation and he is willing to tolerate the vandalism. He wished people would remove signs at the end of a campaign but stated he will probably not support the change in the sign ordinance.

Chairperson Fagundes agreed and if a sign is seen lying in a ditch the City should be enforcing fines if they are not picked up within five days past the event. But, when putting out signs, unfortunately there are vandals and these are just some of the things that happen. This is the risk someone takes for putting signs out in the public right-of-way and he does not think there is anything stopping people from picking up their signs, so he thinks this is a bit stiff.

He could support something where the window to put signs out before an election or event for a 60 to 90 day period, but if anything is changed they should establish a window of days rather than hours. Enforcing it will be difficult as well and thinks this causes more enforcement and hazards and could not support the change. He could support narrowing down the days to between 60 and 90 days.

Commissioner Bonanno said she thought there was already a restriction of when signs can be put up.

Mr. Martin stated there currently is no time limit preceding an election.

Chairperson Fagundes stated he would not mind making a recommendation to indicate between 75 days or 90 days.

Commissioner Stein asked if the Commission could separate the motion and asked if 60 days had any support.

Commissioner Bonanno said she thinks people do not put signs out before 60 days anyway so she did not think it would make much of a difference.

Chairperson Fagundes agreed and thinks it has been around 60 days. He said he could not support the recommendation but also was not sure there was a motion.

Commissioner Bonanno made a motion for approval. There was no second and the motion died.

Senior Assistant Attorney Kim Cilley stated there is some case law on regulating a certain number of days prior to an election. If this is something staff would like her to look into, she would need additional time because this was not considered.

Mr. Stewart stated the Commission would need to make a recommendation to the City Council and stated in the staff report there is a provision that states, “Signs shall not be displayed sooner than 90 days before the event” so this would be a new one. He assumes this has been vetted against any law in place now. Therefore, the Commission could add that back in, but staff would need a recommendation to the City Council.

Ms. Cilley added that it would be for non-commercial and not just political signs.

AMENDING MOTION BY STEIN, SECONDED BY FAGUNDES, TO APPROVE THE 90-DAY LIMITATION ON COMMERCIAL AND NON-COMMERCIAL SIGNS WITH NO TIME LIMITS.

VOTE ON AMENDING MOTION:

AYES: FAGUNDES, STEIN.
NOES: BONANNO
ABSENT: ANDERSON, BJORKLUND.

Mr. Stewart clarified that the Commission needs to be clear that there is an amending motion for the 90 day limitation and the main motion would need to reflect the Commission's recommendation to the City Council.

Commissioner Stein stated if the Commission votes down the main motion, he asked if this means the amending motion is voted down, given they were not separating them.

Ms. Cilley stated the main motion would be either to recommend the City Council approve or deny. The Commission can make a recommendation of approval and then have amending motions of what the Commission would want changed from what the Resolution is recommending to the Council. Or, the Commission could recommend denial of the Resolution and provide follow-up direction to the Council.

Commissioner Stein stated his intent is that there be a limitation on days before an event for commercial or non-commercial signs, but no limitations as to time of day.

Ms. Cilley stated this would be a recommendation that the City Council approve the change in the ordinance as modified. The Planning Commission resolution would either recommend approval or not and then amending motions to make changes to that proposed ordinance, how the Commission would like it to be different, and to handle those in amending motions.

Commissioner Bonanno asked Mr. Martin when signs usually go up. She thinks the 90-day restriction may be a red herring, so the Commission might be making this more complicated than it needs to be.

Mr. Martin stated 30 days is very typical but staff did receive a complaint of signs going up in the Springtown area already. So, this is very unusual to see them that early.

MOTION BY STEIN, SECONDED BY FAGUNDES, TO DENY STAFF'S RECOMMENDATIONS AND ADOPT RESOLUTION NO. 21-20, RECOMMENDING THE CITY COUNCIL DENY DEVELOPMENT CODE AMENDMENT (DCA) 20-003.

AMENDING MOTION BY STEIN, SECONDED BY BONANNO, TO LIMIT COMMERCIAL AND NON-COMMERCIAL SIGNS TO A FIXED PERIOD OF 30 DAYS BEFORE THE EVENT.

VOTE ON AMENDING MOTION:

AYES: BONANNO AND STEIN.
NOES: FAGUNDES.
ABSENT: ANDERSON AND BJORKLUND.

VOTE ON MAIN MOTION:

AYES: FAGUNDES AND STEIN.
NOES: BONANNO.
ABSENT: ANDERSON AND BJORKLUND.

Chairperson Fagundes stated the main motion passes by a vote of 2-1 and he confirmed with Mr. Stewart that staff had direction to recommend to the City Council.

ATTACHMENT 1

ATTACHMENT 6

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING DENIAL

DEVELOPMENT CODE AMENDMENT 20-003 TEMPORARY SIGNS

The City initiated an application to amend Livermore Development Code Section 4.06.140 to implement stricter limitations on temporary signs relating to the location, time of day, and number of days for commercial and non-commercial temporary signs in the public right of way in all zoning districts

A Public Hearing Notice was duly published in a newspaper of local circulation.

The Planning Commission held a public hearing on July 7, 2020, considered the staff recommendation for approval, and heard public testimony.

The Planning Commission could not make the appropriate findings and recommended the City Council deny the subject application.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that, Development Code Amendment 20-003, as shown in Exhibit A, is recommended to the City Council for denial.

On the motion by Commissioner Stein, seconded by Commissioner Fagundes, the foregoing Resolution was adopted at the Planning Commission meeting of July 7, 2020, by the following vote:

AYES: FAGUNDES AND STEIN.
NOES: BONANNO.
ABSENT: ANDERSON AND BJORKLUND.

Bryan Fagundes, Chairperson

by Steve Stewart, Planning Manager
Secretary to the Planning Commission

Exhibit A – Livermore Development Code Temporary Signs

Livermore Development Code

4.06.060 Signs on Public Property and in the Designated Public Right-of-Way

No signs are allowed on public property or in the designated public right-of-way, except for the following:

A. A public sign erected by or on behalf of the City or other public entity to post legal notices, identify public property, convey public information, or direct or regulate pedestrian or vehicular traffic.

B. An informational sign of a public utility or transit company regarding its poles, lines, pipes, facilities, or routes.

C. An emergency warning sign erected by the City or other public entity, a public utility company, or contractor doing authorized or permitted work on public property.

D. Commercial and noncommercial temporary signs that satisfy the requirements in Section 4.06.140 (Temporary Signs).

E. Signs constructed by the City to direct persons to specific districts, regions, or public facilities.

F. A single banner sign over Fourth Street between South J Street and South K Street and over North Livermore Avenue between Chestnut Street and Railroad Avenue. All such signs are subject to the following regulations:

1. The permitted sign shall be:

   a. Noncommercial; or

   b. Associated with a civic, community, educational, or cultural event.

2. The sign applicant must apply for an encroachment permit with the City engineer or his or her designee.

3. The City engineer upon review and approval by the planning division shall allow such signs on a first-come, first-served basis for a period not to exceed 14 days per sign.

4. A reservation for installation of a sign is not transferable. The sign locations shall be reserved for use by the City of Livermore during the three weeks prior to any local election.

5. The sign must be installed by the City.

6. The City may charge a reasonable fee to cover the cost of installing the sign, as determined by a resolution of the City Council. Livermore Valley Joint Unified School District and the Livermore Area Recreation and Park District shall each be granted two free banner installations in a calendar year.

4.06.140 Temporary Signs

A. Temporary signs in commercial and industrial zoning districts.

In addition to the permanent signs allowed in this chapter, temporary signs are permitted in Specific Plans, Planned Unit Development (PUD) and Planned Development (PD) district areas that allow commercial and industrial uses and the following zoning districts designated as Neighborhood Business Commercial (CNB), Commercial Service (CS), Highway Service Commercial (CHS), Commercial Office (CO), Professional Office (CP), Research and Development (I-1), Light Industrial (I-2), Heavy Industrial (I-3), T4 Neighborhood-Open, and Neighborhood Mixed Use (NMU), subject to the following:

1. Only the following types of temporary signs are permitted:

   a. A freestanding A-frame sign;

   b. A window painting;

   c. A banner sign;

   d. A beacon;

   e. A stake sign.

2. Prior to displaying a temporary sign which contains commercial sign copy, the owner of such a sign shall register the sign with the Planning Division by completing a form provided by the City. The form shall include the owner's name, address and telephone number, as well as dates the owner intends on displaying the sign. The City may charge a reasonable registration fee to cover the cost of inspection and enforcement, as determined by resolution of the City Council.

3. A freestanding A-frame sign, window painting or banner sign shall be displayed no more than 35 days in any three-month period on private property.

4. Each parcel shall have no more than one freestanding A-frame sign, window painting or banner sign.

5. For commercial and noncommercial signs on developed parcels, the maximum sign area of a freestanding A-frame sign, stake, or banner sign is one-half of the sign area permitted for a permanent sign in the district in which the parcel is located. For vacant parcels, no commercial signs are permitted. Noncommercial signs are permitted as long as the signs do not exceed four square feet per sign and no two signs with the same copy are located closer than 50 feet from each other.

6. A temporary sign may not be illuminated.

7. A window painting may cover only up to 50 percent of the window area.

8. A temporary freestanding A-frame sign is subject to the following requirements:

   a. Maximum size of temporary freestanding A-frame signs is 30 inches wide by 48 inches tall; and

b. A temporary freestanding A-frame sign must be placed on private property or in a landscaped area.

9. Each parcel shall have no more than one beacon, subject to the following requirements:

a. A beacon may be displayed no more than 10 days per year;

b. A beacon must be located on-site;

c. A beacon may not create a hazard to pedestrians, vehicles, or aircraft due to its location or movement; and

d. A beacon may only operate during the business hours of the use being identified.

10. Commercial and noncommercial temporary signs are not permitted on public property. For clarification, the term public property for this prohibition means both real property owned by a public entity as well as physical property, including but not limited to, traffic lights, street lights, and utility infrastructure.

11. In the Downtown Specific Plan (DSP) area only commercial and non-commercial temporary signs are not permitted in the designated public right-of-way with the exception of A-frame signs which are permitted only if no larger than 30 inches wide by 48 inches tall, displayed only between 9 a.m. to 7 p.m., shall be within five feet of a front building entrance of only commercial uses, allows for adequate ADA and public access on the sidewalk, and subject to DSP Chapter 6 design standards, including standards for portable signs

12. Noncommercial temporary signs (including campaign and political signs) are permitted in the designated public right-of-way, but not in the street, street median, or sidewalk, subject to the following:

a. The signs must relate to an event scheduled for a specific date and shall not displayed sooner than 90 days before that event;

b. May only be displayed between the hours of 9 a.m. and 5 p.m. each day;

c. Signs must be stake signs with a maximum size of four square feet;

d. No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;

e. Corner properties may have two of the same sign at the corner; and,

f. All noncommercial temporary signs shall be removed within five days after the event to which they pertain.

B. Temporary signs in residential zoning districts.

In addition to permanent signs allowed in this chapter, temporary signs are permitted in Specific Plans, Planned Unit Development (PUD) and Planned Development (PD) district areas that allow residential uses and in zoning districts designated as Downtown Specific Plan (DSP), Suburban Multiple Residential (RG), Multi-Family Residential (MFR), Suburban Residential (RS), Low Density Residential (RL), Rural Residential (R-R), T3 Neighborhood, and T4 Neighborhood, subject to the following:

1. A temporary sign may be placed on private property subject to the following:

a. Noncommercial signs.

(1) Maximum four square feet per sign;

(2) No limit on the number of signs permitted; and

(3) Signs must be a stake sign.

b. Commercial signs.

(1) Signage pursuant to Civil Code Section 713 may be freestanding or wall mounted; and

(2) Signs pursuant to a master sign program associated with a residential development are exempt; except they may not exceed 32 square feet and may not exceed one per parcel.

(3) A temporary commercial sign shall not be displayed for more than 35 days in any three- month period on private property

2. A noncommercial temporary sign (including campaign and political signs) may be placed in the designated public right-of-way, but not the street, street median, or sidewalk, subject to the following:

a. Signs must relate to an event scheduled for a specific date and shall not be installed sooner than 90 days before that event;

b. Signs shall only be displayed in the public right-of-way between the hours of 9 a.m. and 5 p.m. each day;

c. Signs must be stake signs with a maximum size of four square feet;

d. No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;

e. Corner properties may have two of the same sign at the corner; and,

f. All noncommercial temporary signs shall be removed within five days after the event to which they pertain.

3. A commercial temporary sign (including garage sale signs and real estate signs) may be placed in the designated public right-of-way, but not the street, street median, or sidewalk, subject to the following:

a.

b. Signs must relate to an activity permitted within a residential zoning district;

b. Signs are only allowed on Thursdays, Saturdays and Sundays between the hours of 9 a.m. and 5 p.m.;

c. Signs are limited to four square feet;

d. Only one sign per each advertised activity (e.g., a house for sale, etc.) may be placed at each street intersection leading from the two nearest major streets (reflecting two independent access routes) to the site of the advertised activity;

e, Only one sign per each advertised activity, up to a maximum of three signs total, may be placed at any street intersection corner; and

f. The sign must be placed so that a minimum of four and one-half feet remains clear on the sidewalk for pedestrians if no other location is possible..

4. Commercial and non-commercial temporary signs are not permitted on public property. For clarification prohibition, the term public property for this prohibition means both real public property and physical public property, including but not limited to traffic lights, street lights, and utility infrastructure

C. Enforcement. Any commercial or noncommercial temporary sign placed in the public right-of-way or public property in violation of this section shall be subject to removal by the City and enforcement using the remedies in Chapters 1.20, 8.14, and 8.15 in the Municipal Code, and such other remedies the City may have. The Neighborhood Preservation staff shall develop enforcement protocols for the removal and storage of those signs, as well as for their retrieval and possible destruction if not retrieved.

11.01.020 Definitions of Specialized Terms and Phrases.

Stake sign. A sign constructed of paper or plastic mounted on a wood or metal stick that is pushed or hammered into the ground, and the top of which is less than 36 inches above the ground.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING THE LIVERMORE DEVELOPMENT CODE, AS AMENDED, OF THE CITY OF LIVERMORE, BY AMENDING PART 4 (GENERAL TO ZONES), CHAPTER 4.06 (SIGN STANDARDS), SECTION 4.06.060 (SIGNS ON PUBLIC PROPERTY) AND SECTION 4.06.140 (TEMPORARY SIGNS); AND PART 11 (DEFINITIONS), CHAPTER 11.01 (DEFINITIONS), SECTION 11.01.020 (DEFINITIONS OF SPECIALIZED TERMS AND PHRASES)

THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. Section 4.06.060 (Signs on Public Property) of the Livermore Development Code is amended to read as follows:

4.06.060 Signs on Public Property and in the Designated Public Right-of-Way

No signs are allowed on public property or in the designated public right-of-way, except for the following:

A. A public sign erected by or on behalf of the City or other public entity to post legal notices, identify public property, convey public information, or direct or regulate pedestrian or vehicular traffic.
B. An informational sign of a public utility or transit company regarding its poles, lines, pipes, facilities, or routes.
C. An emergency warning sign erected by the City or other public entity, a public utility company, or contractor doing authorized or permitted work on public property.
D. Commercial and noncommercial temporary signs that satisfy the requirements in Section 4.06.140 (Temporary Signs).
E. Signs constructed by the City to direct persons to specific districts, regions, or public facilities.
F. A single banner sign over Fourth Street between South J Street and South K Street and over North Livermore Avenue between Chestnut Street and Railroad Avenue. All such signs are subject to the following regulations:
    1) The permitted sign shall be:
        a) Noncommercial; or
        b) Associated with a civic, community, educational, or cultural event.
    2) The sign applicant must apply for an encroachment permit with the City engineer or his or her designee.
    3) The City engineer upon review and approval by the planning division shall allow such signs on a first-come, first-served basis for a period not to exceed 14 days per sign.

4) A reservation for installation of a sign is not transferable. The sign locations shall be reserved for use by the City of Livermore during the three weeks prior to any local election.
5) The sign must be installed by the City.
6) The City may charge a reasonable fee to cover the cost of installing the sign, as determined by a resolution of the City Council. Livermore Valley Joint Unified School District and the Livermore Area Recreation and Park District shall each be granted two free banner installations in a calendar year.

Section 2. Section 4.06.140 (Temporary Signs) of the Livermore Development Code is amended to read as follows:

4.06.140 Temporary Signs

A. Temporary signs in commercial and industrial zoning districts. In addition to the permanent signs allowed in this chapter, temporary signs are permitted in Specific Plans, Planned Unit Development (PUD) and Planned Development (PD) district areas that allow commercial and industrial uses and the following zoning districts designated as Neighborhood Business Commercial (CNB), Commercial Service (CS), Highway Service Commercial (CHS), Commercial Office (CO), Professional Office (CP), Research and Development (I-1), Light Industrial (I-2), Heavy Industrial (I-3), T4 Neighborhood-Open, and Neighborhood Mixed Use (NMU), subject to the following:
   1) Only the following types of temporary signs are permitted:
      a) A freestanding A-frame sign;
      b) A window painting;
      c) A banner sign;
      d) A beacon;
      e) A stake sign.
   2) Prior to displaying a temporary sign which contains commercial sign copy, the owner of such a sign shall register the sign with the Planning Division by completing a form provided by the City. The form shall include the owner's name, address and telephone number, as well as dates the owner intends on displaying the sign. The City may charge a reasonable registration fee to cover the cost of inspection and enforcement, as determined by resolution of the City Council.
   3) A freestanding A-frame sign, window painting or banner sign shall be displayed no more than 35 days in any three-month period on private property.
   4) Each parcel shall have no more than one freestanding A-frame sign, window painting or banner sign.
   5) For commercial and noncommercial signs on developed parcels, the maximum sign area of a freestanding A-frame sign, stake, or banner sign is one-half of the sign area permitted for a permanent sign in the district in which the parcel is located. For vacant parcels, no commercial signs are

permitted. Noncommercial signs are permitted as long as the signs do not exceed four square feet per sign and no two signs with the same copy are located closer than 50 feet from each other.

6) A temporary sign may not be illuminated.
7) A window painting may cover only up to 50 percent of the window area.
8) A temporary freestanding A-frame sign is subject to the following requirements:
   a) Maximum size of temporary freestanding A-frame signs is 30 inches wide by 48 inches tall; and
   b) A temporary freestanding A-frame sign must be placed on private property or in a landscaped area.
9) Each parcel shall have no more than one beacon, subject to the following requirements:
   a) A beacon may be displayed no more than 10 days per year;
   b) A beacon must be located on-site;
   c) A beacon may not create a hazard to pedestrians, vehicles, or aircraft due to its location or movement; and
   d) A beacon may only operate during the business hours of the use being identified.
10) Commercial and noncommercial temporary signs are not permitted on public property. For clarification, the term public property for this prohibition means both real property owned by a public entity as well as physical property, including but not limited to, traffic lights, street lights, and utility infrastructure.
11) In the Downtown Specific Plan (DSP) area only, commercial and non-commercial temporary signs are not permitted in the designated public right-of-way with the exception of A-frame signs, which must be:
   a) No larger than 30 inches wide by 48 inches tall;
   b) Displayed only between 9 a.m. to 7 p.m.;
   c) Located within five feet of a front building entrance of only commercial uses;
   d) Allow for adequate ADA and public access on the sidewalk; and
   e) Subject to DSP Chapter 6 design standards, including standards for portable signs.
12) Noncommercial temporary signs (including campaign and political signs) are permitted in the designated public right-of-way, but not in the street, street median, or sidewalk, in commercial and industrial zones other than the DSP, subject to the following:
   a) The signs must relate to an event scheduled for a specific date and shall not be displayed sooner than 90 days before that event;
   b) May only be displayed between the hours of 9 a.m. and 5 p.m. each day;
   c) Signs must be stake signs with a maximum size of four square feet;
   d) No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;
   e) Corner properties may have two of the same sign at the corner; and,

f) All noncommercial temporary signs shall be removed within five days after the event to which they pertain.

B. Temporary signs in residential zoning districts. In addition to permanent signs allowed in this chapter, temporary signs are permitted in Specific Plans, Planned Unit Development (PUD) and Planned Development (PD) district areas that allow residential uses and in zoning districts designated as Downtown Specific Plan (DSP), Suburban Multiple Residential (RG), Multi-Family Residential (MFR), Suburban Residential (RS), Low Density Residential (RL), Rural Residential (R-R), T3 Neighborhood, and T4 Neighborhood, subject to the following:

1) A temporary sign may be placed on private property subject to the following:
   a) Noncommercial signs.
      (1) Maximum four square feet per sign;
      (2) No limit on the number of signs permitted; and
      (3) Signs must be a stake sign.
   b) Commercial signs.
      (1) Signage pursuant to Civil Code Section 713 may be freestanding or wall mounted; and
      (2) Signs pursuant to a master sign program associated with a residential development are exempt; except they may not exceed 32 square feet and may not exceed one per parcel.
      (3) A temporary commercial sign shall not be displayed for more than 35 days in any three- month period on private property.

2) A noncommercial temporary sign (including campaign and political signs) may be placed in the designated public right-of-way, but not the street, street median, or sidewalk, subject to the following:
   a) Signs must relate to an event scheduled for a specific date and shall not be installed sooner than 90 days before that event;
   b) Signs shall only be displayed in the public right-of-way between the hours of 9 a.m. and 5 p.m. each day;
   c) Signs must be stake signs with a maximum size of four square feet;
   d) No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;
   e) Corner properties may have two of the same sign at the corner; and,
   f) All noncommercial temporary signs shall be removed within five days after the event to which they pertain.

3) A commercial temporary sign (including garage sale signs and real estate signs) may be placed in the designated public right-of-way, but not the street, street median, or sidewalk, subject to the following:
   a) Signs must relate to an activity permitted within a residential zoning district;
   b) Signs are only allowed on Thursdays, Saturdays and Sundays between the hours of 9 a.m. and 5 p.m.;
   c) Signs are limited to four square feet;

d) Only one sign per each advertised activity (e.g., a house for sale, etc.) may be placed at each street intersection leading from the two nearest major streets (reflecting two independent access routes) to the site of the advertised activity;
e) Only one sign per each advertised activity, up to a maximum of three signs total, may be placed at any street intersection corner; and
f) The sign must be placed so that a minimum of four and one-half feet remains clear on the sidewalk for pedestrians if no other location is possible.

4) Commercial and non-commercial temporary signs are not permitted on public property. For clarification, the term public property for this prohibition means both real public property and physical public property, including but not limited to traffic lights, street lights, and utility infrastructure

C. Enforcement. Any commercial or noncommercial temporary sign placed in the public right-of-way or public property in violation of this section shall be subject to removal by the City and enforcement using the remedies in Chapters 1.20, 8.14, and 8.15 in the Municipal Code, and such other remedies the City may have. The Neighborhood Preservation staff shall develop enforcement protocols for the removal and storage of those signs, as well as for their retrieval and possible destruction if not retrieved.

Section 3. Section 11.01.020 (Definitions of Specialized Terms and Phrases), Subsection S. (Definitions) of the Livermore Development Code is amended as follows:

Section 11.01.020 Definitions of Specialized Terms and Phrases

Stake sign. A sign constructed of paper or plastic mounted on a wood or metal stick that is pushed or hammered into the ground, and the top of which is less than 36 inches above the ground.

Section 4. The City Council finds that the proposed project is exempt from review pursuant to California Environmental Quality Act (CEQA) Section 15061(b)(3) - the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and the City Clerk is directed to file a Notice of Determination with the Alameda County Clerk.

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

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore City Council held on July 27, 2020, 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:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

_____
Jason Alcala
City Attorney

4.06.140 Temporary Signs

A. **Temporary signs in commercial and industrial zoning districts.**

In addition to the permanent signs allowed in this chapter, temporary signs are permitted in Specific Plans, Planned Unit Development (PUD) and Planned Development (PD) district areas that allow commercial and industrial uses and the following zoning districts designated as Neighborhood Business Commercial (CNB), Commercial Service (CS), Highway Service Commercial (CHS), Commercial Office (CO), Professional Office (CP), Research and Development (I-1), Light Industrial (I-2), Heavy Industrial (I-3), T4 Neighborhood-Open, and Neighborhood Mixed Use (NMU), subject to the following:

1. Only the following types of temporary signs are permitted:
    a. A freestanding A-frame sign;
    b. A window painting;
    c. A banner sign;
    d. A beacon;
    e. A stake sign.
2. Prior to displaying a temporary sign which contains commercial sign copy, the owner of such a sign shall register the sign with the Planning Division by completing a form provided by the City. The form shall include the owner's name, address and telephone number, as well as dates the owner intends on displaying the sign. The City may charge a reasonable registration fee to cover the cost of inspection and enforcement, as determined by resolution of the City Council.
3. A freestanding A-frame sign, window painting or banner sign shall be displayed no more than 35 days in any three-month period on private property.
4. Each parcel shall have no more than one freestanding A-frame sign, window painting or banner sign.
5. For commercial and noncommercial signs on developed parcels, the maximum sign area of a freestanding A-frame sign, stake, or banner sign is one-half of the sign area permitted for a permanent sign in the district in which the parcel is located. For vacant parcels, no commercial signs are permitted. Noncommercial signs are permitted as long as the signs do not exceed four square feet per sign and no two signs with the same copy are located closer than 50 feet from each other.
6. A temporary sign may not be illuminated.
7. A window painting may cover only up to 50 percent of the window area.
8. A temporary freestanding A-frame sign is subject to the following requirements:
    a. Maximum size of temporary freestanding A-frame signs is 30 inches wide by 48 inches tall; and

b. A temporary freestanding A-frame sign must be placed on private property or in a landscaped area.

9. Each parcel shall have no more than one beacon, subject to the following requirements:

   a. A beacon may be displayed no more than 10 days per year;

   b. A beacon must be located on-site;

   c. A beacon may not create a hazard to pedestrians, vehicles, or aircraft due to its location or movement; and

   d. A beacon may only operate during the business hours of the use being identified.

10. Commercial and noncommercial temporary signs are not permitted on public property. For clarification, the term public property for this prohibition means both real property owned by a public entity as well as physical property, including but not limited to, traffic lights, street lights, and utility infrastructure.

11. In the Downtown Specific Plan (DSP) area only, commercial and noncommercial temporary signs are not permitted in the designated public right-of-way with the exception of A-frame signs, which must be:

    a. No larger than 30 inches wide by 48 inches tall;

    b. Located within five feet of a front building entrance of only commercial uses;

    c. Allow for adequate ADA and public access on the sidewalk; and

    d. Subject to DSP Chapter 6 design standards, including standards for portable signs.

12. Noncommercial temporary signs are permitted in the designated public right-of-way, but not in the street, street median, or sidewalk, in commercial and industrial zones other than the DSP, subject to the following:

    a. The signs must relate to an event scheduled for a specific date and shall not displayed sooner than 60 days before that event. For events like an election, the event date for the purpose of the ordinance is the specific election date and not the start of the voting period for the run-up to the election, and for multi-day events like a county fair the event date is the first day the fair is open to the public;

    b. May only be displayed between the hours of 9 a.m. and 5 p.m. each day;

    ~~b.~~c. Signs must be stake signs with a maximum size of four square feet;

    ~~c.~~d. No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;

    ~~d.~~e. Corner properties may have two of the same sign at the corner; and,

    f. All noncommercial temporary signs shall be removed within five days after the event to which they pertain.

B. **Temporary signs in residential zoning districts.**

In addition to permanent signs allowed in this chapter, temporary signs are permitted in Specific Plans, Planned Unit Development (PUD) and Planned Development (PD) district areas that allow residential uses and in zoning districts designated as Downtown Specific Plan (DSP), Suburban Multiple Residential (RG), Multi-Family Residential (MFR), Suburban Residential (RS), Low Density Residential (RL), Rural Residential (R-R), T3 Neighborhood, and T4 Neighborhood, subject to the following:

1. A temporary sign may be placed on private property subject to the following:

a. Noncommercial signs.

(1) Maximum four square feet per sign;

(2) No limit on the number of signs permitted; and

(3) Signs must be a stake sign.

b. Commercial signs.

(1) Signage pursuant to Civil Code Section 713 may be freestanding or wall mounted; and

(2) Signs pursuant to a master sign program associated with a residential development are exempt; except they may not exceed 32 square feet and may not exceed one per parcel.

(3) A temporary commercial sign shall not be displayed for more than 35 days in any three- month period on private property

2. A noncommercial temporary sign may be placed in the designated public right-of-way, but not the street, street median, or sidewalk, subject to the following:

a. Signs must relate to an event scheduled for a specific date and shall not be installed sooner than 60 days before that event. For events like an election, the event date for the purpose of the ordinance is the specific election date and not the start of the voting period for the run-up to the election, and for multi-day events like a county fair the event date is the first day the fair is open to the public;

~~a.~~b. May only be displayed between the hours of 9 a.m. and 5 p.m. each day;

~~b.~~c. Signs must be stake signs with a maximum size of four square feet;

~~c.~~d. No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;

~~d.~~e. Corner properties may have two of the same sign at the corner; and,

~~e.~~f. All noncommercial temporary signs shall be removed within five days after the event to which they pertain.

3. A commercial temporary sign (including garage sale signs and real estate signs) may be placed in the designated public right-of-way, but not the street, street median, or sidewalk, subject to the following:

    a. Signs must relate to an activity permitted within a residential zoning district;

    b. Signs are only allowed on Thursdays, Saturdays and Sundays;

    c. Signs are limited to four square feet;

    d. Only one sign per each advertised activity (e.g., a house for sale, etc.) may be placed at each street intersection leading from the two nearest major streets (reflecting two independent access routes) to the site of the advertised activity;

    e. Only one sign per each advertised activity, up to a maximum of three signs total, may be placed at any street intersection corner; and

    f. The sign must be placed so that a minimum of four and one-half feet remains clear on the sidewalk for pedestrians if no other location is possible.

4. Commercial and non-commercial temporary signs are not permitted on public property. For clarification, the term public property for this prohibition means both real public property and physical public property, including but not limited to traffic lights, street lights, and utility infrastructure.

C. Enforcement. Any commercial or noncommercial temporary sign placed in the public right-of-way or public property in violation of this section shall be subject to confiscation and removal by the City and subject to enforcement using the remedies in Chapters 1.20, 8.14, and 8.15 in the Municipal Code, and such other remedies the City may have. The Neighborhood Preservation staff shall develop enforcement protocols for the removal and storage of those signs, as well as for their retrieval and possible destruction if not retrieved.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE REVISING AND AMENDING SECTION 4.06.140 (TEMPORARY SIGNS) CHAPTER 4.06 (SIGN STANDARDS) IN THE LIVERMORE DEVELOPMENT CODE TO RESTRICT THE DISPLAY OF TEMPORARY SIGNS IN THE PUBLIC RIGHT-OF-WAY TO THE HOURS OF 9 A.M. TO 5 P.M., CLARIFY THE EVENT DATE, AND REAFFIRM THAT SIGNS VIOLATING THE ORDINANCE WILL BE REMOVED AND CONFISCATED

On July 7, 2020, the Planning Commission held a public hearing on proposed amendments to the Livermore Development Code regarding temporary signs. The Commission recommended that the City Council restrict the placement of commercial and non-commercial temporary signs in the right-of-way to daylight hours between 9:00 a.m. and 5:00 p.m. and that signs must relate to an event scheduled for a specific date and shall not be displayed sooner than 30 days before that event.

On August 24, 2020, the City Council considered the recommendation from the Planning Commission and adopted Ordinance No. 2099. However, the Council removed the restriction on displaying temporary signs to certain hours of the day and set the duration of display to 60 days before an event.

The City Council and staff continued to receive complaints that campaign signs were being vandalized, stolen, installed inconsistent with the City's existing regulations for commercial and non-commercial temporary signs, and components of the signs are littering the cityscape.

On October 24, 2022, the City Council discussed the provisions in the Livermore Development Code regarding temporary signs placed on public property and in the designated public right-of-way and directed staff to return with the Development Code Amendment previously recommended by the Planning Commission to address ongoing challenges with allowing temporary signs, including vandalism and theft. The City Council directed staff to prepare amendments to the temporary sign ordinance to restrict the placement of temporary signs on the public right-of-way to the hours of 9:00 a.m. to 5:00 p.m.

On that date, the City Council reaffirmed the 60 day time period for the display of noncommercial temporary signs in the public right-of-way, but directed staff to clarify how the date of an event is determined for the display of a noncommercial temporary sign in the public right-of-way. For events like an election the event date for the purposes of the ordinance is the actual election date and not the voting period for the run-up to the election, and for multi-day events like a county fair the event date is the first day the fair opens to the public.

Lastly, on that date the City Council reaffirmed that temporary signs placed in the public right-of-way in violation of the ordinance are subject to confiscation and removal.

THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. Subsection 12 in Subsection A "*Temporary signs in commercial and industrial zoning districts" in* Section 4.06.140 "*Temporary Signs"* in Chapter 4.06 "*Sign Standards"* in the Livermore Development Code is hereby amended to read as set forth below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language:

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    b. May only be displayed between the hours of 9 a.m. and 5 p.m. each day;

    ~~b.~~ c. Signs must be stake signs with a maximum size of four square feet;

    ~~c.~~ d No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;

    ~~d.~~ e. Corner properties may have two of the same sign at the corner; and,

    ~~e.~~ f. All noncommercial temporary signs shall be removed within five days after the event to which they pertain.

Section 2. Subsection 2 in Subsection B "*Temporary signs in residential zoning districts" in* Section 4.06.140 "*Temporary Signs"* in Chapter 4.06 "*Sign Standards"* in the Livermore Development Code is hereby amended to read as set forth below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language:

2. A noncommercial temporary sign may be placed in the designated public right-of-way, but not the street, street median, or sidewalk, subject to the following:

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C. Enforcement. Any commercial or noncommercial temporary sign placed in the public right-of-way or public property in violation of this section shall be subject to confiscation and removal by the City and subject to enforcement using the remedies in Chapters 1.20, 8.14, and 8.15 in the Municipal Code, and such other remedies the City may have. The Neighborhood Preservation staff shall develop enforcement protocols for the removal and storage of those signs, as well as for their retrieval and possible destruction if not retrieved.

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, or a comprehensive summary thereof, shall be published once in a newspaper of general circulation in the City of Livermore within 15 days after its adoption and shall take effect and be in force thirty days after its adoption.

Section 7. *Effective Date*. This ordinance shall take effect 30 days after its adoption. Until that date and time, the chapters amended and revised by this ordinance will remain in full force and effect for enforcement.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore City Council held on November 14, 2022, by the following vote:

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_____
Bob Woerner
Mayor, City of Livermore

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

_____
Jason Alcala
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

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On July 7, 2020, the Planning Commission held a public hearing on proposed amendments to the Livermore Development Code regarding temporary signs. The Commission recommended that the City Council restrict the placement of commercial and non-commercial temporary signs in the right-of-way to daylight hours between 9:00 a.m. and 5:00 p.m. and that signs must relate to an event scheduled for a specific date and shall not be displayed sooner than 30 days before that event.

On August 24, 2020, the City Council considered the recommendation from the Planning Commission and adopted Ordinance No. 2099. However, the Council removed the restriction on displaying temporary signs to certain hours of the day and set the duration of display to 60 days before an event.

The City Council and staff continued to receive complaints that campaign signs were being vandalized, stolen, installed inconsistent with the City's existing regulations for commercial and non-commercial temporary signs, and components of the signs are littering the cityscape.

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On that date, the City Council reaffirmed the 60 day time period for the display of noncommercial temporary signs in the public right-of-way, but directed staff to clarify how the date of an event is determined for the display of a noncommercial temporary sign in the public right-of-way. For events like an election the event date for the purposes of the ordinance is the actual election date and not the voting period for the run-up to the election, and for multi-day events like a county fair the event date is the first day the fair opens to the public.

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On November 14, 2022, the City Council considered an alternative ordinance proposed by Mayor Woerner to prohibit the placement of all temporary signs in the public right-of-way in commercial, industrial, and residential zoning districts

THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. Subsection 12 in Subsection A "*Temporary signs in commercial and industrial zoning districts" in* Section 4.06.140 "*Temporary Signs"* in Chapter 4.06 "*Sign Standards"* in the Livermore Development Code is hereby amended to read as set forth below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language:

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    ~~a. The signs must relate to an event scheduled for a specific date and shall not displayed sooner than 60 days before that event.~~

    ~~b. Signs must be stake signs with a maximum size of four square feet;~~

    ~~c. No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;~~

    ~~d. Corner properties may have two of the same sign at the corner; and,~~

    ~~e. All noncommercial temporary signs shall be removed within five days after the event to which they pertain~~

Section 2. Subsection 2 in Subsection B "*Temporary signs in residential zoning districts" in* Section 4.06.140 "*Temporary Signs"* in Chapter 4.06 "*Sign Standards"* in the Livermore Development Code is hereby amended to read as set forth below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language:

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Mayor, City of Livermore

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

_____
Jason Alcala
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: November 14, 2022

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Discussion and direction regarding the Livermore Cultural Arts Vision entitled: Creative Livermore: A Plan for the Future of the Arts and Culture.

RECOMMENDED ACTION

The Commission for the Arts and staff recommend the City Council discuss and provide direction on the Livermore Cultural Arts Vision entitled: Creative Livermore: A Plan for the Future of the Arts and Culture.

SUMMARY

Staff submits for City Council consideration and discussion the Livermore Cultural Arts Vision entitled Creative Livermore: A Plan for the Future of the Arts and Culture ("Creative Livermore"). The purpose of developing this plan is to:

- Engage the community in crafting an ambitious shared vision for the future of the arts and culture in Livermore;
- Identify the top arts and culture priorities of residents and community stakeholders; and
- Establish a framework for decision-making and prioritization of activities and resources over the next 10 years.

Creative Livermore incorporates an evaluation and analysis of the local cultural ecosystem based on the consultant team's research including stakeholder interviews and other public outreach; a benchmarking analysis comparing Livermore with other relevant cities; and the consultant team's knowledge of models and best practices from throughout the country. The result is a set of Key Findings that inform a newly-proposed Community Vision, City Arts Mission, and five (5) thematic Goals to pursue over the coming decade.

DISCUSSION

On June 11, 2007, the City Council adopted the City of Livermore's Cultural Arts Master Plan, entitled artsALIVE!, to guide Livermore's arts and cultural development over the following ten (10) year period. Despite the financial and staffing challenges that accompanied the Great Recession, implementation of

artsALIVE! resulted in several successful outcomes, including the Art in Public Places Program, the Bankhead Theater, and establishment of the Downtown Arts District.

On October 28, 2019, the City Council adopted the 2020-2025 Economic Development Strategic Plan, which includes updating Livermore's Cultural Arts Master Plan. Implementation of the Economic Development Strategic Plan, including updates to the master plan, continued despite the challenges of the COVID-19 pandemic.

On July 17, 2020, the City issued a Request for Proposals (RFP) for the creation of a new arts master plan, described as the Livermore Cultural Arts Vision. Responses to the initial RFP were limited by the ongoing COVID-19 pandemic, and an additional RFP was issued on October 23, 2020.

On January 26, 2021, upon recommendation by its ad hoc subcommittee and after a thorough interview and screening process, the Commission for the Arts (Commission) unanimously voted to recommend the City Council select Barbara Goldstein dba Art Builds Community in partnership with Cusick Consulting (described hereafter as ABC) as the consultant firm to prepare the Livermore Cultural Arts Vision.

On March 22, 2021, the City Council approved the Commission’s recommendation and authorized the City Manager to execute a Professional Services Agreement with ABC to create the new Cultural Arts Vision, pursuant to the following objectives:

- Create an ambitious shared vision for the future of arts and culture in Livermore
- Identify the top arts and culture priorities of residents and community stakeholders
- Establish a framework for decision-making and prioritization of activities and resources over the next 10 years

Following their selection by the City Council, ABC worked with City staff and community stakeholders over the course of a year to conduct extensive public outreach, including in-depth discussions with more than 30 community stakeholders and direct input from residents, businesses, and visitors via interactive web-based mapping on the coUrbanize platform, an online survey with more than 200 survey responses, online and in-person focus groups, and eleven pop-up events from July 2021 to December 2021. This process was guided by monthly meetings with members of the Commission for the Arts' ad hoc planning committee and periodic meetings with the full Commission.

The resulting Livermore Cultural Arts Vision Plan, entitled “Creative Livermore: A Plan for the Future of the Arts and Culture” (Creative Livermore) relies upon this public outreach as well as the consultant team's knowledge of models and best practices from throughout the country to provide a roadmap for arts and culture investments over the coming decade. Creative Livermore begins with a set Key Findings, or high-level conclusions that define the strengths and weaknesses of Livermore's current cultural ecosystem:

1. Livermore is a local arts center with an active creative community and variety of cultural venues where one can experience the arts.
2. Livermore has limited opportunities for youth and families to participate in arts activities that are diverse, accessible, and free to all.
3. Livermore will require stronger support systems for creative producers, including increased affordable production space for the arts, to sustain and grow its cultural ecosystem.

ABC also worked closely with the Commission for the Arts' ad hoc subcommittee, the full Commission for the Arts, and Innovation and Economic Development Department staff to formulate the following Community Vision, City Mission, and Goals:

Vision: Livermore is a regional destination for the arts with a flourishing cultural ecosystem that encourages participation and inspires diverse thought, conversation, and connection.

Mission: Strengthen Livermore's arts and culture ecosystem.

Goals:

- Partner with external organizations to create and promote arts and cultural experiences for residents and visitors to the Tri-Valley area
- Drive diversity, equity, and inclusion across the arts and culture
- Support participatory arts and cultural opportunities for youth and families
- Develop adequate resources and ensure alignment between arts and culture investments and other community priorities
- Create access to affordable spaces for artists and arts organizations

Creative Livermore does not include a detailed work program, as the plan is intended to serve as framework for effectively guiding investments in the arts and supporting the development of the local cultural ecosystem over the next ten years. Primarily, the plan will help shape future recommendations in the following areas: Commission activities, budget, and partnerships. Creative Livermore will also help inform community partners interested in aligning their work with City priorities.

On July 28, 2022, the Commission for the Arts unanimously accepted Creative Livermore (Attachment 1) and recommended its presentation to the City Council. Upon adoption, staff and the Commission will develop more detailed programs and recommendations that address the Key Findings and Goals of the plan as part of the City’s workplan and budget development processes, as well as through longer-range planning for more complex projects with longer planning horizons.

In addition to Creative Livermore, a separate toolkit has been provided to City staff that discusses each of the goals, proposes potential strategies to achieve them, and offers tools and models that have been successfully employed in other places. Staff and the Commission can draw upon this toolkit and adapt projects, programs, and policy approaches to fit the local context and align with established priorities over time.

FISCAL AND ADMINISTRATIVE IMPACTS

The Livermore Cultural Arts Vision Plan entitled: Creative Livermore: A Plan for the Future of the Arts and Culture was completed within budget. The vision, mission, and goals it identified will serve as the framework for the arts and culture in Livermore. Staff will develop detailed programs and recommendations that address the key findings and goals of the Plan. This will happen annually as part of the City's workplan and budget development processes, as well as through long-range planning for more complex projects with longer planning horizons. Staff expects the possible addition of a full-time arts coordinator but does not expect any other additional fiscal or administrative impacts resulting from its implementation.

ATTACHMENTS

1. Creative Livermore: A Plan for the Future of the Arts and Culture

Prepared by: Theresa De La Vega
Management Analyst

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA
CULTURAL ARTS VISION







CREATIVE **LIVERMORE**

A PLAN FOR THE FUTURE OF THE ARTS AND CULTURE

2022

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Cover :
Hope, artist FasmCreative, Livermore CA 2020

Children interacting with the pop-up art activity with the Livermore Poet Laureate. Photo by Quynh-Mai Nguyen

Airborn, artist Esther Wertheimer, 2004

1

EXECUTIVE SUMMARY

The City of Livermore is home to a unique convergence of innovation and creative enterprise in sectors as diverse as scientific research, culinary arts, and viticulture. It is a place where ranching heritage thrives, and creativity plays a crucial role in residents' lives. The people of Livermore enjoy the arts as audience members, funders, volunteers, and participants; and they care deeply about how the arts enrich their families.



Livermore High School jazz performing in front of the Bankhead Theater during a community event. Photo by Quynh-Mai Nguyen

PURPOSE

In March 2021, Livermore commissioned a consulting team to evaluate the local cultural ecosystem by analyzing existing programs and facilities and identifying strengths and challenges. The purpose was to engage the community in crafting an ambitious shared vision for the future of the arts and culture in Livermore, to identify the top arts and culture priorities of residents and community stakeholders, and to establish a framework for decision-making and prioritization of activities and resources over the next 10 years. The plan builds upon the work of the 2007 artsAlive! plan and provides a framework for the coming decade.

TIMELINE AND METHODOLOGY

The consulting team worked with City staff, Commissioners, and community stakeholders over the course of a year. Monthly meetings with the members of the Commission for the Arts' ad hoc planning committee and periodic meetings with the full Commission guided the planning process. The plan is informed by the team's research, including stakeholder interviews and benchmarking analysis, as well as the consultant team's knowledge of models and best practices from throughout the country.

COMMUNITY VISION FOR THE ARTS AND CULTURE IN LIVERMORE

Livermore is a regional destination for the arts with a flourishing cultural ecosystem that encourages participation and inspires diverse thought, conversation, and connection.

TIMELINE AND METHODOLOGY cont...

Most importantly, this vision for the future of the arts and culture in Livermore is shaped by extensive participation and input from residents, businesses, and visitors. Opportunities for community engagement included interactive web-based mapping on the coUrbanize platform, an online survey, a series of online and in-person focus groups, and eleven pop-up events from July 2021 to December 2021.

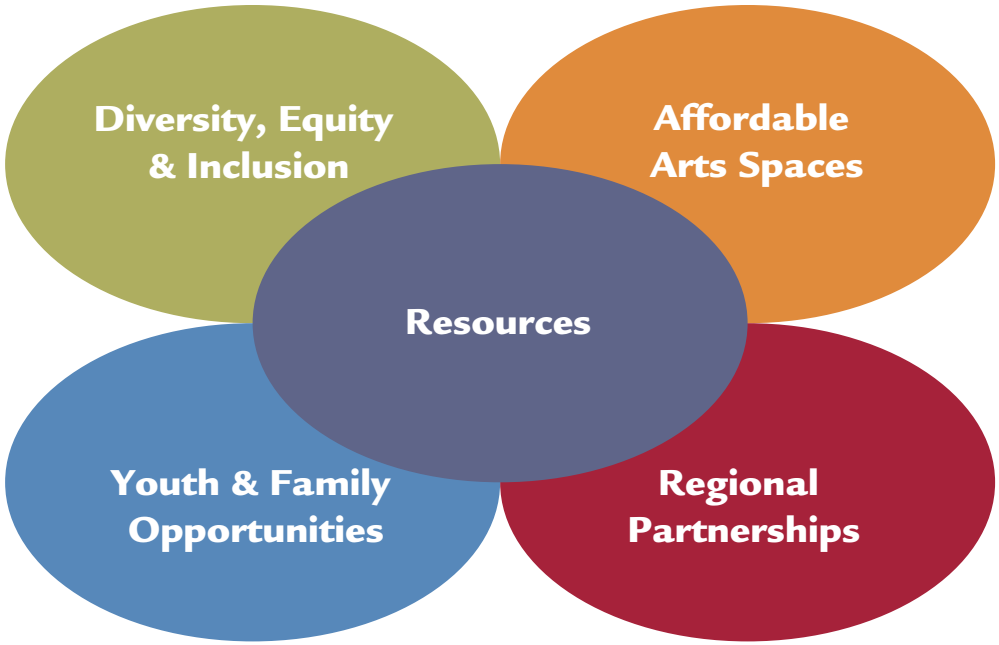
THREE KEY FINDINGS

Based on the research, analysis, and input, the consulting team drew three high-level conclusions that define the strengths and weaknesses of the current cultural ecosystem. These are:

- Livermore is a local arts center with an active creative community and a variety of cultural venues where one can experience the arts.
- Livermore has limited opportunities for youth and families to participate in arts activities that are diverse, accessible, and free to all.
- Livermore will require stronger support systems for creative producers, including increased affordable production space for the arts, to sustain and grow its cultural ecosystem.

GOALS

The characteristics of the current arts ecosystem provide the framework for the plan's five interlocking goals (listed below). Targeted intervention by City leadership and community partners will enable Livermore to sustain and grow its creative community and thrive as an arts destination—one that actively produces and consumes art and establishes a pipeline for future creators.



Develop adequate **resources** and ensure alignment between arts and culture investments and other community priorities.

Drive **diversity, equity, and inclusion** across the arts and culture ecosystem.

Support participatory arts and cultural **opportunities for youth and families**.

Create access to **affordable spaces** for artists and arts organizations.

Partner with external organizations to create and promote arts and cultural experiences for residents and visitors to the Tri-Valley area.

2

BACKGROUND



Welcome Home, artist Cameron "Camer1SF" Moberg, 2021

CONTEXT

Livermore's western heritage is evident in its name, a tribute to local rancher Robert Livermore. This history, along with the City's viticulture community, science and technology labs, and innovative spirit help define its unique character. The community is also powered by arts and culture. Residents enjoy the arts in a variety of ways: as avocational artists, arts lovers, arts supporters, and arts professionals from a broad array of traditions. Thirty-two volunteer-led arts organizations provide opportunities for people to participate in numerous forms of art and cultural activity. Community members can enjoy traditional, audience-based art forms through Livermore Valley Opera, Livermore-Amador Symphony, and Shakespeare & Performing Arts Regional Company (SPARC); they can support creative entrepreneurs through the BATCH: Maker's Market and Livermore Valley Made initiative; and participate in diverse cultural experiences offered by groups such as the Filipino Barrio Fiesta, Cheza Nami, and Grupo Folklorico Tlapalli.

artsALIVE! - THE 2007 CULTURAL PLAN FOR LIVERMORE

artsALIVE!, the City of Livermore's last arts and cultural plan, was completed and adopted by City Council in 2007, shortly before the Great Recession. The plan included four principal strands as the basis for its recommendations:

- Promote a unique sense of place—creation of a cultural district and development of facilities
- Ensure visibility and vitality of cultural arts organizations, artists, and educators
- Support a diverse range of publicly accessible options
- Provide long-term, sustainable resources



The Doors, artist Maria Alguilar, 2004

Certain key elements of the plan were successfully implemented, especially given the economic times. These include:

- The development of First Street and the surrounding area into a lively regional destination for dining, shopping, arts, and entertainment. The Commission for the Arts has contributed to this by supporting sculpture, murals, and arts activities downtown. The area around First Street has also become a cluster of live music venues in restaurants and bars.
- The Bankhead Theater was completed and is highly active. It includes a 500-seat auditorium, an outdoor plaza, and an indoor gallery.
- The City adopted a public art requirement and has begun building a public art collection.
- The City, through the Commission for the Arts, provides small grants to support arts organizations and activities in Livermore.

Other aspects of the plan have yet to be realized, including a more centralized and coordinated approach to supporting, managing, and marketing the arts in Livermore, an increased diversity of cultural offerings, and adequate resources to support accessible arts activities.

PURPOSE

The City of Livermore commissioned Art Builds Community to evaluate the local cultural ecosystem and identify strengths and weaknesses. The purpose was to:

- Create an ambitious shared vision for the future of arts and culture in Livermore.
- Identify the top arts and culture priorities of residents and community stakeholders.
- Establish a framework for decision-making and prioritization of activities and resources over the next 10 years.

The team was tasked with identifying local cultural resources, evaluating existing cultural programs and facilities, and benchmarking them against a select group of cities. The results of this analysis are presented in several sections of the plan, as well as in the detailed appendices. Further, the team was tasked with developing ways to illustrate how support for the local arts and cultural ecosystem could contribute to civic pride, place-making, and economic development.

Upon adoption the plan will be utilized in the following ways. With every two-year budget cycle, staff and the Commission for the Arts will develop goals and priorities for arts and culture investments that are consistent with this plan and take into consideration other inputs, including but not limited to:

- City Council-adopted goals and priorities;
- Broader land use, economic development, and quality of life objectives; and,
- Opportunities to partner with external organizations to achieve mutual goals.

In addition, the plan will help inform community partners interested in aligning their priorities with the City's arts and culture goals.



Shiva-Vishnu Temple, Livermore, photo by Jessica Cusick

TIMELINE AND METHODOLOGY

The consulting team worked with the City and community stakeholders over the course of a year, starting in April 2021. The work was guided by monthly meetings with the Commission for the Arts' ad hoc planning committee, and periodic meetings with the full Commission. The plan is informed by the team's research and knowledge of models and best practices from throughout the country. Most importantly, this vision for the future of the arts and culture in Livermore was shaped by extensive participation and input provided by Livermore's residents, businesses, and visitors.

TIMELINE

April 2021
Project Initiation

May 2021 - February 2022
Monthly Ad Hoc Committee Meetings

May 2021 - January 2022
coUrbanize Mapping

May 2021 - December 2021
Stakeholder Meetings

August 2021 - December 2021
Artist-Led Outreach

June 2021 - January 2022
Focus Groups and Pop-Ups

January 2022 - April 2022
Plan Development and Review

November 2022
Plan Adoption





Top image: Art Builds Community tour of Livermore Shakes. Photo by Quynh-Mai Nguyen

Bottom image: Art Builds Community tour of art exhibited in the Bankhead Theater. Photo by Quynh-Mai Nguyen

"There is a lot of diversity here and I would like to see [public art] pieces made to recognize and acknowledge the diversity, minorities, and first peoples..."

- Focus Group Participant

METHODOLOGY

Research

The consulting team conducted extensive research to develop Creative Livermore. They analyzed the outcomes of the 2007 artsALIVE plan, interviewing individual community stakeholders and conducting benchmark studies of the public art programs, cultural facilities, and other arts programming in a select group of cities, including Livermore's immediate neighbors. The research and community outreach were built on a list of core questions about the arts and culture in Livermore. *(Appendix 1)*

Stakeholder Interviews

The consulting team spoke with more than 30 community leaders and stakeholders identified by the ad hoc planning committee members and City staff. *(Appendix 2)*

TAKE-AWAYS

- Downtown Livermore is a major asset, a community "living room" where everyone comes together. The presence of the arts, ranging from the Bankhead Theater events and murals to free concerts and the nearby Bothwell Arts Center, all contribute to its vitality.
- There is agreement about the importance of completing the Quest Science Center and the SPARC Theater and about the value of these planned cultural assets.
- Virtually everyone voiced the need to engage more diverse community members in the arts—as audience members, presenters, performers, volunteers, and leaders.
- Many people noted the importance of live music in Livermore and the range of venues and styles available.
- Livermore has a good selection of arts resources and offerings; however, it needs to include more:
  - free activities;
  - community-oriented activities;
  - fully accessible activities for people from a wide array of backgrounds, ages, and abilities;
  - participatory opportunities;
  - diverse cultural representation; and
  - financial stability for the existing arts and culture nonprofit organizations.
- Nonprofit organizations, community groups, and artists are challenged to find affordable space for meetings, rehearsals, events, and storage.
- While Livermore enjoys tremendous volunteer participation and engagement in the arts, participants, volunteers, and audiences are aging, and there is a need to cultivate new supporters.
- Stakeholders want the City to provide greater support for the arts, including larger grants, increased programs for youth and families, and access to affordable space.

Benchmark Studies

The ad hoc planning committee and City staff identified cities to serve as benchmarks for the consultant's research. These include the Bay Area cities of Dublin, Mountain View, Palo Alto, Pleasanton, San Ramon, and Walnut Creek. Other cities include San Luis Obispo, Asheville, NC, and Ashland, OR.

The benchmark studies looked specifically at public art programs, as well as at the presence and structure of cultural facilities, with a focus on performing arts facilities. In addition, the team looked at staffing and support for all cultural programs in Pleasanton and Dublin. While the key findings are included below, detailed charts are available in Appendices 5 and 6.

PUBLIC ART

Bay Area Benchmark Cities

- Three of the six Bay Area cities require between .5% and 1% private development fee that supports public art.
- Five of the six Bay Area cities provide an in-lieu payment option that ranges between .45% and .5%.
- All Bay Area cities fund public art in public (civic) construction at 1% of the construction costs of a major city project.
- One local city provides funding at .5% from underground construction and structured parking facilities, nonprofit owned buildings, and hospitals.

Non-Bay Area Benchmark Cities

- The three benchmark cities outside of the Bay Area require a .5% private development fee with the option to pay an equivalent in-lieu fee into the public art program.
- The three benchmark cities outside of the Bay Area require a minimum of .5% up to 1% to fund public (civic) art projects.

All Benchmark Cities

- Six of the cities' funding also supports areas such as restoration, conservation, education programs, and program administration.
- All the cities receive additional support from one of the following: foundations, private donations, or grants.
- All the cities have professional-level support for their public art programs, and several of them include more than one full-time staff person.
- As a point of comparison, Alameda County, Livermore's home, has five full-time staff in its public art program and sets aside 2% for art in its capital construction.

Livermore can align its public art program with the benchmark cities in the following ways:

- Develop a vision that integrates public art with the City's urban design and neighborhood goals.
- Explore more flexibility in the use of public art funds.
- Seek grants and sponsorships to support artists and arts organizations that provide fully accessible, citywide programming.

CULTURAL CITIES

In comparison to the benchmark cities, and assuming the completion of the SPARC Theater and Quest Science Center, Livermore's performing arts facilities will continue to support its success as a regional arts destination. This is partly due to community-based performing arts facilities, including Las Positas College and many informal venues. There are also nearby facilities in Dublin and Pleasanton where Livermore's arts organizations and artists can present their work.

The following is a summary of the key findings regarding cultural facilities in the benchmark cities versus in Livermore:

- The benchmark cities have more publicly owned and operated performing arts spaces. For example, in Dublin, Mountain View, and Pleasanton the facilities are operated and maintained by city staff.
- Most benchmark cities have moved away from a resident company model toward partnerships that promote more efficient planning and use of space.
- In many of the benchmark cities, publicly owned facilities receive staffing and/or a public operating subsidy.

Additional items of note regarding cultural facilities in Livermore:

- Production costs of the Bankhead Theater are relatively fixed regardless of the size of the audience or revenue potential of the programming, which means many of Livermore's smaller performing arts organizations have difficulty utilizing the theater.
- The Bothwell Arts Center serves a critical function in the community, providing space for rehearsals, studios, classes, and small performances. However, it is antiquated and does not meet the demand.
- Artists and residents are eager to see professional-quality gallery space in Livermore. While a commercial gallery is unlikely to be viable for economic reasons, the City can explore ways to expand and improve existing exhibition/gallery options.
- One of the largest challenges facing arts producers in most California cities is the lack of affordable space for production (studio, rehearsal, storage, etc.). This is also true in Livermore and impacts the growth and health of the cultural ecosystem.



Whale murals by artist Darren Greenwood, located at the Livermore Water reclamation plant in 2010.

"...not a lot of people are working on a professional level, making a living from their art.

[I] want to see the city start more programs rather than one-time installations–music/art incubators, spaces for artists, residencies..."

- Focus Group Participant

ART SUPPORT IN NEIGHBORING CITIES

- Pleasanton and Dublin support a wide range of participatory and community-centered arts programming in City facilities.
- Both cities provide space and staff resources for arts classes and activities through the General Fund, partially offset by class fees and rental income. Dublin has one FTE staff member in its Civic Arts & Special Events section who supports arts activities. Pleasanton's Library and Recreation Department budget provides both full-time and substantial part-time staff to support arts classes and camp activities. Five City staff members manage and support the Firehouse Art Center.
- Pre–COVID, Dublin's Museum and Heritage Center staff included one FTE and three part-time program support positions, in addition to recreation leaders who supported tours and volunteers, plus contract staff leading arts classes.
- Dublin's historian and poet laureate are City appointed volunteer positions.
- Unlike its neighboring cities, where the arts are an element of library and recreation departments, Livermore Area Recreation and Park District (LARPD) provides limited arts programming.



The Livermore Amador Valley Transit Authority (LAVTA) art shelter program supports local artists to create art on the shelters to prevent vandalism.





My heart is an artist,
My heart is made of jello!
My heart dreams of coconuts,
My heart hungers for fruits and vegetables,
My heart holds/carries trust,
My heart broke when someone hurt my feelings,
My heart sings/dances when the music starts,
When I'm creative, my heart is a hummingbird,
My dream for art in Livermore is a giant card for Livermore!

- Zoey W., Barrio Fiesta Pop-Up

Community Engagement

Community engagement activities were offered between July and December 2021.

Pop-Ups

The consultants and poet laureate Cynthia Patton both hosted tables at community events, including at the farmer's market and the libraries, the Filipino Barrio Festival, the Livermore Pridefest, ArtWalk, and Batch Markets. More than four hundred people stopped by, participated in a poetry or craft activity, provided feedback, and engaged in the planning process.

Focus Groups

The consultants conducted four online and one in-person focus group conversations that included artists, businesses, and residents. One online group focused specifically on the Springtown neighborhood, and the in-person group convened arts leaders from the Black, Indigenous, People of Color (BIPOC) communities. Almost one hundred community members participated in these conversations about the future of Livermore's arts and culture.

Top image: A young girl participated in the artist led outreach poetry project where she wrote her own poem and made it into a beaded necklace. Photo by Quynh Mai Nguyen

Bottom image: Group of community members engaging in the artist led outreach at a pop-up event. Photo by Quynh Mai Nguyen

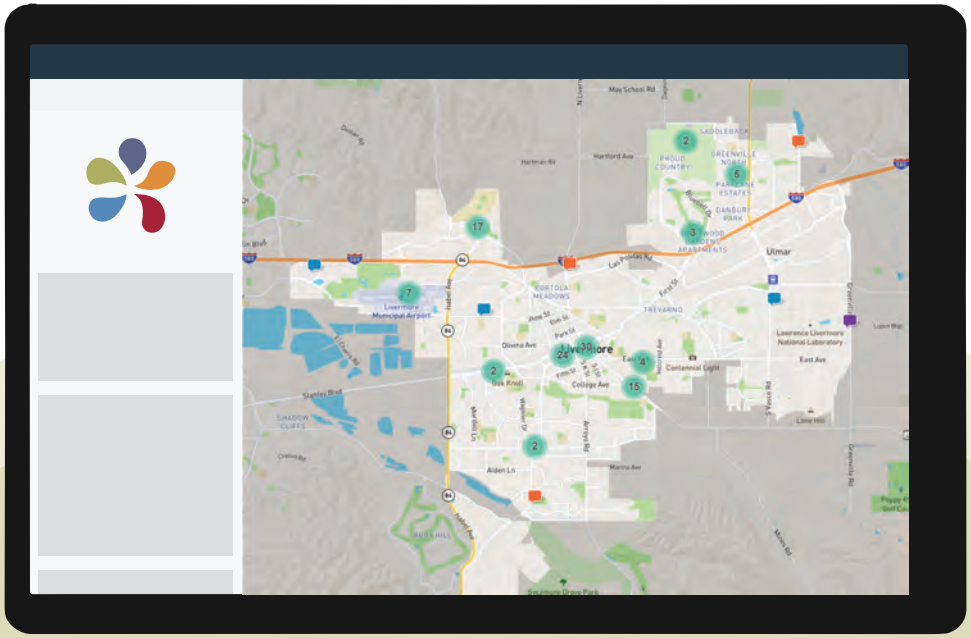
Community Engagement cont.

Online Survey

An online survey was built around the same core questions as the interviews, with 212 people completing it. A complete set of the responses is available in Appendix 3. Respondents included 158 residents, five business representatives, and 20 visitors.

coUrbanize

coUrbanize is an interactive online tool that allows participants to map aspects of the community that they feel are important. In Livermore, people were asked to map existing arts and cultural resources, as well as to indicate locations they felt would benefit from public art. Maps are available in Appendix 4.



coUrbanize map that provides locations that community members identified where they would like to see more public art in Livermore.

My heart is a beating fountain
of energy and life force,

In(side) my heart is all
my loving relations,

My heart hungers/thirsts for peace,
justice, and equity for all,

My heart is made of cells,
blood, passion, desire,

My heart holds/carries love for
all the beauty of the world,

My heart broke when I learned
of the desecration of our planet,

My heart misses dancing
contra with community,

My heart hopes/dreams of a
sustainable, nurturing future
for all beings,

My dream for Livermore is access
for all people to express and enjoy
our innermost feelings,

- Ann B.
Batch Makers
Market Pop-Up

3



Art Builds Community engaged with community members at downtown festivals to gather input about the public art and cultural events they want in Livermore. Photo by Quynh-Mai Nguyen

RESEARCH FINDINGS

During the planning process, the consulting team, the ad hoc committee, residents, and staff explored the status of arts and culture in Livermore. A picture of a dynamic cultural community emerged revealing many strengths, and some significant weaknesses. The team developed an understanding of the participants' vision for the future of Livermore's arts and the many ways people envision the creative sector contributing to their lives. Residents and stakeholders alike view the arts as an essential part of what makes Livermore a special place to live, work, and play.

The following is what emerged, organized around the areas of focus that are reflected in the core questions.

ARTS AND CULTURE IN LIVERMORE



Filipino dancers and community members enjoying the Filipino Barrio Festival. Photo by Quynh Mai Nguyen

Overall, participants feel that Livermore has a broad selection of cultural resources and that arts and cultural offerings have increased over time. And people want to actively participate in the arts by experiencing:

- More choices and activities for teens and young adults;
- Free arts opportunities that are accessible to people of all ages, backgrounds, and abilities;
- A broader variety of culturally diverse art forms; and
- Newly commissioned and presented artworks.

Participants feel that existing arts and culture nonprofit organizations need additional support to better serve the community, including:

- Funding and other resources;
- Affordable space for a full range of cultural activities, from studios and rehearsal space for art production to gallery space and storage space;
- Partnerships to promote and support more diverse art forms; and
- Coordination among the arts and cultural organizations on marketing and calendars, to expand awareness, and broaden audiences.

Participants stressed the importance of understanding the Tri-Valley region as an interdependent arts community and fostering collaboration and partnerships that extend beyond a single city.



NEW EVENT OR INITIATIVE

When asked what single new initiative they would like to see, most participants suggested a universally accessible, regional event that would bring the whole community together.

Suggestions include:

- A free, multi-venue, regional, multicultural, music festival that highlights the wide range of local musicians and venues.
- An arts and wine festival that can build on two of Livermore's strengths.

Many participants wanted more opportunities to enjoy visual art, particularly changing displays, such as a sculpture garden with rotating installations, a series of art billboards, or an outdoor gallery.

Wineries are an important part of the agriculture in Livermore. The image shares photographs of a winery.

STRENGTHS

- Livermore's cultural facilities, both existing and planned, are a community asset.
- Downtown Livermore is an active focal point, a gathering place, and a resource for arts and culture.
- The lively and active music scene features a variety of musical genres.
- There is a broad selection of regional arts opportunities, especially in performing arts.
- Parks, wineries, historic buildings, and Las Positas College are potential arts venues.
- Livermore benefits from tremendous volunteer participation and support for the arts.





Top Image: Local business owner Fortune Emporium creates engaging festivals with performances from local performers and opportunities to buy from local artists. Photo by Quynh-Mai Nguyen

Bottom Image: Wineries have the potential to support the regional performing arts.

CHALLENGES

- In many communities, the arts, along with parks, are the purview of community services departments. In Livermore, parks and recreation are not a component of the City but delivered by a separate organization. This creates a unique challenge.
- The Bankhead Theater and other existing cultural spaces have limited availability for local performing arts organizations due to the current scheduling models and cost.
- The City of Livermore's cost recovery model is prohibitive for artists and arts organizations hosting events or meetings in City facilities.
- Volunteers and audiences are aging and becoming less representative of the Tri-Valley's changing demographics.
- There is a universal desire to engage a broader and more representative cross-section of the community in the arts.
- Barriers to participation, such as cost, access, awareness, and diversity of offerings, need to be lowered.
- The arts and cultural expressions of diverse cultural groups, such as the Hindu and Latino communities, which have a strong presence in the area, are not universally accessible beyond the confines of their communities.
- There is a desire for more participatory arts activities, including social dances, classes, and opportunities to create art.
- There are inadequate arts offerings for teens and young people.
- Despite the mild climate, there are not enough outdoor arts activities.
- Parks and historic buildings are an underused arts resource.

"We need more diverse arts advocates in high City Positions..."

- BIPOC Focus Group Participant

ROLE OF THE ARTS POST COVID

- The arts are a reason for people to re-emerge and to come together.
- The arts have proven to be effective tools for enhancing wellness, and arts programming can provide healing support for the community.





"When I'm creative, my heart enjoys time..."

- anonymous

Top Image: The Livermore community and regional community members participate as vendors in the art festivals located downtown. Photo by Quynh Mai Nguyen

Bottom Image: Sunflower Sculpture, Patricia Vader, 2017

BIGGEST CONCERN OVER ARTS EXPANSION

- There is substantial concern about arts funding and where it might come from.
- The Chamber of Commerce is concerned about a potential increase to the current arts development requirement, arguing that the business community already supports the arts in Livermore through both the existing art fee and contributions.



Community members enjoy an outdoor dance performance in a Livermore park setting.

"...my dream for art in Livermore is L.E.D. structures, a jazz/blues club like Yoshis"

- anonymous

VISION FOR THE ARTS IN 5 YEARS

"My dream for art in Livermore is accessibility to all and art that connects us from age 0-100."

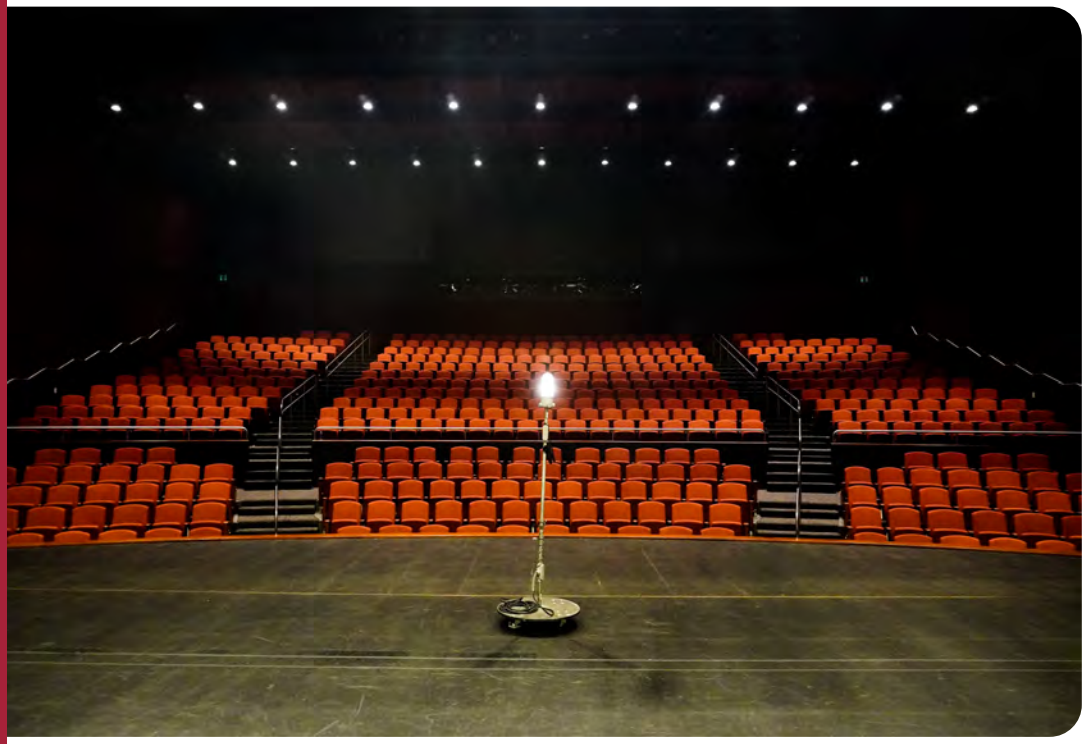
- Poetry Workshop Participant

When asked about their vision for the arts in five years, participants cited the following priorities:

- All existing cultural resources are flourishing.
- The SPARC Theater and the Quest Science Center are open.
- The City of Livermore commits additional staff and financial resources to arts priorities.
- The Bothwell Arts Center has been renovated or replaced.

4

CREATIVE LIVERMORE:
VISION, MISSION, AND GOALS



The consulting team worked with the ad hoc planning committee, the Commission, and Innovation and Economic Development Department staff to formulate the following vision, mission, and goals. Collectively, they reflect the community's aspirations and map out ways to achieve them over the next ten years.

A 500-seat audience capacity view from the Bankhead Theater stage. Photo by Quynh-Mai Nguyen

VISION

Livermore is a regional destination for the arts with a flourishing cultural ecosystem that encourages participation and inspires diverse thought, conversation, and connection.

MISSION

Strengthen Livermore's arts and culture ecosystem.



Taking Flight, artist Seth Vandable, 2015

GOALS

Arts and culture contribute to Livermore's livability and economic strength. The city can realize its vision for the arts by considering the needs of the current cultural ecosystem and developing strategies to address them. Achieving its goals will provide professional development opportunities for creative practitioners and empower arts organizations and artists to expand entertainment, participatory, and educational opportunities for residents and visitors. This will stabilize and support existing arts infrastructure and provide the tools and resources to expand the community's cultural life in meaningful ways over the coming decade.

The needs and aspirations of the current arts ecosystem resulted in the plan's five interlocking goals. Targeted intervention by city leadership and community partners will enable Livermore to sustain and grow its creative community and thrive as an arts destination; one that actively produces and consumes art and provides a pipeline for future creators.

- Partner with external organizations to create and promote arts and cultural experiences for residents and visitors to the Tri-Valley area.
- Drive diversity, equity, and inclusion across the arts and culture.
- Support participatory arts and cultural opportunities for youth and families.
- Develop adequate resources and ensure alignment between arts and culture investments and other community priorities.
- Create access to affordable spaces for artists and arts organizations.

"When I'm creative, my heart grows, swells, sings …My dream for art in Livermore is to reach everyone and give everyone an opportunity to express themselves."

- anonymous

5



Temporary textile public art adorns a downtown tree for the unexpecting viewer.

IMPLEMENTATION

This framework for the arts and culture is intended to assist the City of Livermore in effectively guiding investments in the arts and supporting the development of the local cultural ecosystem over the next ten years. Primarily, the plan will help shape future recommendations in the following areas: Commission activities, budget, and partnerships. It will also inform community partners interested in aligning their work with City priorities. Staff will develop detailed programs and recommendations that address the key findings and goals of the plan. This will happen annually as part of the City's workplan and budget development processes, as well as through longer-range planning for more complex projects with longer planning horizons.

A separate toolkit provided to City staff discusses each of the goals, proposes potential strategies to achieve them, and offers tools and models that have been successfully employed in other places. Staff and the Commission for the Arts can draw on this toolkit and adapt projects, programs, and policy approaches to fit the local context and align with established priorities over time.

6

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Appendix 1 | QUESTIONS FOR RESEARCH AND OUTREACH

Q01 Which best describes you, or the non-profit or business that you represent?

Q02 What arts and cultural activities do you participate in regularly in Livermore?

Q03 What type of arts and cultural activities would you like to see more of?

Q04 If you could ask the City to develop one new cultural event or initiative what would it be?

Q05 What do you think are Livermore's strengths when it comes to the arts and culture?

Q06 How would you describe the creative economy or cultural infrastructure of Livermore?

Q07 What new opportunities do you envision for the arts and culture in Livermore?

Q08 As the community emerges from the pandemic, is there a particular role or opportunity that you can see the arts and culture contributing to?

Q09 Are there innovative approaches to supporting the creative economy that you would like to see developed in Livermore?

Q10 Are you familiar with (were you involved with) the previous cultural plan, artsALIVE!, from 2007? If yes, is there one recommendation from that plan that has yet to be implemented that you think is particularly important?

Q11 What do you see as the primary challenges to expanding the arts and culture in Livermore?

Q12 What do you hope this cultural plan could accomplish?

Q13 What is your vision for the arts in your community in five years?

Q14 Who do you think needs to be enlisted to accomplish your vision?

Appendix 2 | LIST OF INTERVIEWS - STAKEHOLDERS

Charlene Anderson
Associate Director,
Tri-Valley Conservancy

Dawn Argula
CEO, Livermore Valley
Chamber of Commerce

Anwan Baker
Director of Library Services,
Livermore Public Library

Arthur H. Barinque
Artist, Community Organizer

Stephanie Beasly
Community Relations Officer,
Sandia National Laboratories

Will Bolton
President, Livermore
Heritage Guild

Nadia Breiz
Fortune Emporium

Chris Carter
Executive Director, Livermore
Valley Performing Arts

Sheila Fagliano
President, Livermore Rodeo
Stockmen's Association

Tracy Farhad
CEO, Visit Tri-Valley

Dr. Dyrell Foster
President, Las Positas College

Alan Frank
President, Livermore Amador
Symphony Association

Mat Fuzie
General Manager, Livermore Area
Recreation and Park District

Anne Giancola
Visual Arts Manager, Livermore
Valley Performing Arts

Nadine Horner
External Relations Officer,
Lawrence Livermore National
Laboratory

Jennifer Koidal
General Manager, San Francisco
Premium Outlets

Scott Lanphier
Director of Public Work,
City of Livermore

Amy Mattern
Dean of Arts and Humanities,
Las Positas College

Catherine Ndungu-Case
President, Cheza Nami

Cynthia Patton
Livermore Poet Laureate

Michelle Dawson
Coordinator of Community
Engagement, Livermore Valley
Joint Unified School District

Marc Roberts
City Manager, City of Livermore

Jim Schmidt
Past President,
Livermore Valley Opera

Joan Seppala
Founder and Publisher,
The Independent

Carolyn Siegfried
Past President, Rotary Club
of Livermore

Rachel Snedecor
Executive Director,
Livermore Downtown Inc.

Paul Spence
Community Development
Director, City of Livermore

Trent Thompson
Owner and Creative Director,
Only Up Gallery

Lisa Tromovitch
Founding Artistic Director,
Livermore Shakespeare Associates

Beth Trutner
President,
Livermore Cultural Arts Council

Kenny Way
Operator, Vine Cinema
and Alehouse

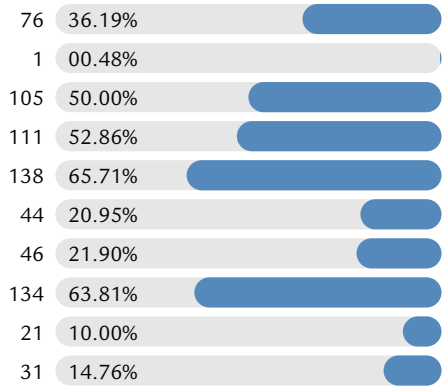
Ashley Wheeler
Co-community Leader,
Del Arroyo 4H Club

Christine Wente Von Metzch
President, Wente Foundation
for Arts Education

Appendix 3 | SURVEY RESULTS

Q01 What kinds of arts and cultural activities do you regularly participate in? Please check all that apply.

210 Respondents of 212



- **Art classes**
- **Livermore Performing Arts Center**
- **Visit galleries**
- **Visit public art installations**
- **Attend performing art events (e.g. theater, concerts, etc.)**
- **Attend lectures, symposia, etc.**
- **Participate in digital or media art events**
- **Attend festivals, such as the mural festival**
- **Spoken word events**
- **Other (please specify)**

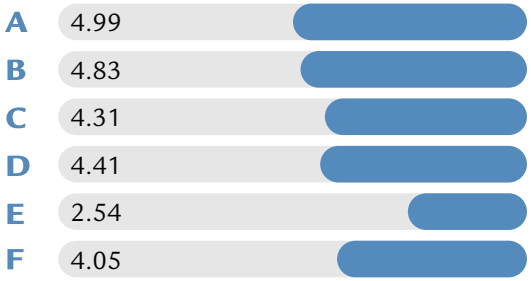
Other (please specify)

- Open studio events
- Attend Livermore art shows
- School
- Multicultural events, crafts
- Being in theater productions
- Library events
- Home art
- Batch Makers Market
- Critique group
- Visual art shows
- Camera club
- Critique group
- Teach art
- Farmers market
- Writing events and sessions where we share written pieces
- Various ethnic festivals (they usually feature art and culture)
- Strictly zoom concerts for now
- Livermore schools art and music events
- Play music with various groups
- Play music with ensembles in other Bay Area cities
- House concerts, music at wineries, film festivals
- Poetry readings, live music
- Historical site events (LHG)
- Enter and attend art shows
- Art in the environment
- I don't
- N/A (x5)

Appendix 3 | SURVEY RESULTS

Q02 What type of arts and cultural activities would you like to see more of in Livermore? Please rank the following, with 1 being the highest.

210 Respondents of 212



A Visual arts activities (e.g. public art, art shows, etc)

B Performing arts activities (e.g. theater, dance, concerts, etc)

C Arts activities for families and children

D A signature festival or event

E Digital or media art events

F Multi-cultural activities

DISTRIBUTION OF RATINGS

1 | 2 | 3 | 4 | 5 | 6

percentage of category (# of respondents)

Score | Total

Visual arts activities — 4.99 | 153

50.98% (78) | 15.03% (23) | 22.22% (34) | 7.84% (12) | 1.96% (3) | 1.96% (3)

Performing arts activities — 4.83 | 140

32.14% (45) | 40.00% (56) | 16.43% (23) | 3.57% (5) | 5.71% (8) | 2.14% (3)

Arts activities for families and children — 4.83 | 140

22.56% (30) | 24.06% (32) | 33.83% (45) | 5.26% (7) | 9.77% (13) | 4.51% (6)

A signature festival or event — 4.41 | 138

18.84% (26) | 36.23% (50) | 21.01% (29) | 16.67% (23) | 5.80% (8) | 1.45% (2)

Digital or media art events — 2.54 | 081

0.00% (0) | 9.88% (8) | 22.22% (18) | 9.88% (8) | 28.40% (23) | 29.63% (24)

Multi-cultural activities — 4.05 | 133

22.56% (30) | 21.80% (29) | 26.32% (35) | 9.77% (13) | 6.02% (8) | 13.53% (18)

Appendix 3 | SURVEY RESULTS

Q03 If you could ask for one new art or cultural event or intiative in Livermore, what would that be?

Answered: 186 | Skipped 25

ART EVENT

Farmers market/makers events (x2)

Neuro-diverse art events (x2)

Juried art show on 1st St over weekend

Different art classes for kids, different types of art media such as sculpting and ceramics, not just drawing or coloring.

Kids art activities (x2)

Stockmen's Park activities (x2), continue black box theater support

More Mexican artists

Community activity stations, stuff like this workshop is fun! (x2)

Art classes (x2)

Poetry slam (x2), photography classes

Murals (x4)

Maybe an event such as this one where kids and adults alike can participate and use their creativity

We like the art walk and how about Shakespeare in the Park (x2)

Meetup events for young adults, art events

Art on the 4th of July with fireworks

Chalk murals with families

Utilitarian art sculptures, art play sculptures

A public gallery (x3) with regular hours and welcomes children, collaborative community art and culture events

Off-broadway play (x2)

Youth exhibitions (x2)

Mental health art therapy

Low cost children's art programs, live music and hands-on art experiences (x2)

Ceramic classes

Lightshow against Bankhead Theater

A Museum Of Modern Art Livermore

A signature annual art and music festival, perhaps with wineries hosting both music and art, or at one location downtown in the green area near

Photography only shows

A combined visual/performing arts event (x6)

One large event incorporating all of the arts in one outdoor space for a weekend. (I'm remembering the Festival of the Arts held in Carnegie Park in the 1970s. There were stages on each corner of the park with visual arts displayed on big panels, quartets that roamed around, kids art related activities.)

Addition of Murals and art to Las Positas College Campus. The students would love funding to have more art and art that represents us, inclusivity, togetherness, and love!

Freeway presence art-microbrewery-wine-food as described in the VISION 2010 Working Landscape Plan.

1. More Filipino and 2. Hispanic or Native American art.

Annual Art Festival (x3)

High end theater that attracts big names

A student/youth centered music and art festival in cooperation with area schools and local arts organizations inclusive of traditional and multi cultural genres

City wide art day with the ability for anyone to participate and create art.

Youth arts - using the arts to empower youth to express their feelings, concerns, ideas. They could be mentored by experienced artists in our community and beyond.

I think something like the museum of ice cream would be fantastic!

Native plants as art. Promote native plants in public spaces and appreciate nature as art. Too many public places feature the same old plantings: society garlic, rosemary, daylilies, eponymous hedges... yawn.

Painting in the park

Community musical theater (x2)

Cultural Event

Music festival (x2) cooperation with sporting events (e.g. cycling race weekend + wine fest + outdoor music)

Livermore History Museum, comparable to Pleasanton's Museum on Main

Kids Music Festival

Folk dance festival

Amphitheatre for summer symphony concerts ala tanglewood

A multicultural event (x3) celebrating all our residents' cultures in the same place

Maybe a woman of color or woman in the arts history event learning about stolen music, stolen credit, and how that affects the art we have today. And maybe adding youth to it.

Art & Wine Festival (x2)

I would want a festival like Splatter

Signature festival or event (x2)

Day of the Dead Festival and more art classes

Mexican culture

More festivals (x2)

Small venue jazz/boogie woogie

Native American and Indigenous festivals

Trans march (x2), family day in the park

Cultural parade

Asian Food Festival, Local Music & Brewer Festival

More fairs with vendors

Islamic/Muslim history cultural event to educate more people

Celtic music

Local art history

Cultural festival with lots of booths and family fun

Jazz & Blues Festival with wineries — "Reds, Whites & Blues"

Diversity of cultural contributors to art events.

Appendix 3 | SURVEY RESULTS

Q03 If you could ask for one new art or cultural event or intiative in Livermore, what would that be?

Answered: 186 | Skipped 25

ART EVENT cont.

Livermore Heritage Fun Day where people/-schools dress up like 1800's Ranchers and Goingto-Meeting outfits ... especially vendor themed tents on First Street celebrating the founding of Livermore.

More live music outdoors (x3). Scheduling more accessible music or making downtown a welcome environment for street musicians

Affordable live music

Historical event abt Livermore's history over the years. Birthday celebration?
A jazz festival would be great. Piano bar, jazz, blues club

Heritage festival

Family event for children

An open wind band or jazz band.

Regular open mic night

Something science-oriented! Like Exploratorium hands on activities. There's an element named after Livermore for Pete's sake

Jazz festival

A music festival (x2) with local bands/musicians

Concerts

INITIATIVE

As an initiative, I believe that Livermore (and LARPD) should support creating a "makers space" for art groups and individuals to design and construct large projects, stage sets, etc.

More multicultural events funding

More art/culture period!

Our city should provide a space for an art center to include a gallery and classrooms close to downtown. A place where folks of all ages can come for instruction and art display.

More small venue events to complement larger ones (e.g. spoken word meetups, writing, art, or music workshops)

A cooperation between local artists and other local businesses that focuses on mutual benefit.

I would like to see more collaboration with the arts community and the schools. I would love to see kids in schools learning about and participating in multicultural arts.

An initiative that includes stated goals and identifies indicators to measure its effectiveness. An initiative that integrates diverse communities in the city. A priority on elderly, homebound, people with disabilities, new residents, various ethnic groups, and families in economic classes that may not normally be able to afford to participate in most of the things listed in your activities in question #2.
An artistic initiative that explores and celebrates the inherent unique attributes of this place - the history, ecosystem, and position in the universe. An initiative that increases people's appreciation for others and for our community. An example could be something that frames the sunlight at solstice or equinox - art/dance/etc around the actual event.
Another would be to learn about the migrating species that pass through - celebrate their arrival with the arts.

Something that supplements parades. More engaging than standing on a sidewalk in blasting heat/freezing cold.

Bring back Honey and Wine Festival the way it originally was

More art in schools

I like the outdoor events we do I really like putting together the World Cultural Fair by LAYAC in 2019 March in Bankhead — more inclusiveness and accessible cultural celebrations and opportunities like Chez Nami.

Fund zoom broadcasts of the Livermore symphony or Del Valle series.

LRPD support visual art shows at Robert Livermore Community Center rather than price the community arts out of contention. Also invest in the Bothwell facility by LRPD

Rennovate the Bothwell. Or at least decide what is to be done with the building. It is in limbo.

Provide affordable space for holding meetings and visual art events. There is currently a severe lack of decent affordable space for small nonprofits to use , especially once you factor in the restrictions and add-on expenses.

I would ask for NO MORE public art or murals. It is a waste of taxpayer money. Art is in the eye of the beholder, what one enjoys, another is offended by. Most of the murals look like inner city graffiti. Not impressed. I do like the Livermore themed one with the fire engine, etc. That one is relevant to our city.

To have an actual art gallery. Originally Livermore's building plans was to have an art gallery built.

I would love to see the LAA Spring Art Show be longer (a few weeks) and be held at the Robert Livermore Rec Center. The city of Tracy puts on an annual show with a catered reception that is amazing. People come from all over to attend.

More variety in types of art that is offered. So many do photography, jewelry/bead making, etc. I feel like I've seen the same things over and over again. Need something fresh.

Free events all over the city not only in downtown area

More spent on literary arts

More small community theater options

One that is for the entire community and does not leave anyone group out. Very "general" event. Livermore community event. Celebrate all, not just one specific group.

We need more studio spaces for music rehearsals & small performance venues.

MISCELLANEOUS

Outdoor movies

Cars

Sports stadium

Beer stuff

Street performers

Something in collaboration with the local activism groups

BLM

How about high schools from the area

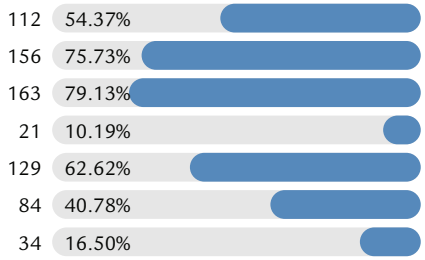
A wine stroll.

N/A (x37)

Appendix 3 | SURVEY RESULTS

Q04 Where would you like to experience the arts? Please check all that apply.

206 Respondents of 212



Indoor venues such as theaters and concert halls
Outdoor venues such as amphitheaters and wineries
Parks
Online experiences
On the street or sidewalk
Schools
Other (please specify)

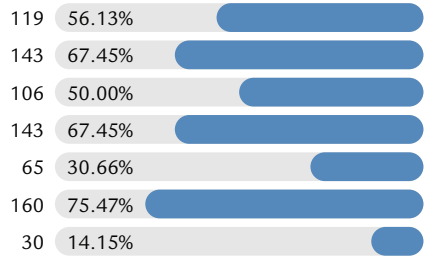
Other (please specify)

- A large "Makers Space"
- Open studios in homes of artists around the city like the TVAST event in Nov of 2021
- Smaller venues
- Woven into normal life. Impromptu. Infused into City Planning. A larger space in our downtown would be perfect. The apartment complex planned for Railroad Ave is taking the last spot we had available.
- Coffee shops
- Bankhead Plaza, Carnegie Park, Veterans Park
- Carnegie Building
- Downtown (x4)
- Library (x2)
- Cafe
- Gallery (x3)
- Online for now, tho I hope we can get back to the Bankhead. Outdoor Shakespeare also Robert Livermore COMMUNITY Center Pleasanton Band at Ravenswood
- Free admission, open to all
- Art shows at public venues
- An art route identifying on a map where visitors could visit artists either by appointment or calling ahead.
- Indoor venue such as galleries, (temporary) visual art spaces
- Community locations (LARPD and Bothwell)
- Libraries, stores, restaurants, medical facilities
- Las Positas College
- Our art community needs to be exposed to I-580 commuters..
- A couple of the mega churches have great venues
- All of Livermore don't forget the north side of town north of 580
- My friends and I are in recovery and need to be around places with not centered around alcohol N/A (x3)

Appendix 3 | SURVEY RESULTS

Q05 How can the arts serve Livermore in the future? Please check all that apply.

211 Respondents of 212



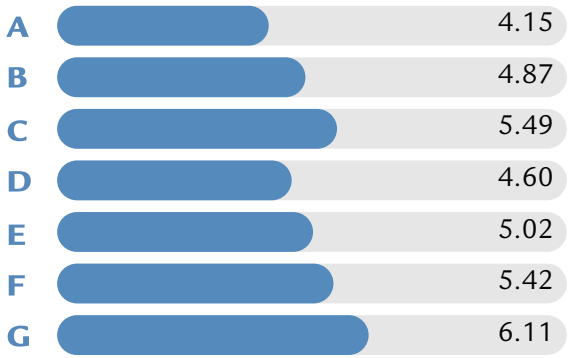
Other (please specify)

- Creating the infrastructure to support arts groups, i.e. a Makers Space is vital to a thriving arts scene in Livermore
- Enrich our personal and civic lives
- Provide an opportunity for shared experiences for diverse members of the community. Support efforts to build cohesion among diverse members of the community. The arts can serve to educate and stimulate ecological awareness and stewardship. The arts can support overall economic development efforts. The arts can be used to help individuals self actualize - creating a healthier citizenry and contributes to the community.
- Be more inclusive (x2)
- More art classes
- Be engaging - interactive opportunities that bring people together
- Give opportunities to others
- Animation, makerspace, sculpture
- More contemporary performances
- Keeps me busy
- City needs to provide affordable venues for artists to sell; city needs to promote that "art" is more than images of wineries! "art" includes images of other places, around the world (diversity). If Livermore really appreciates art, it would appreciate art representing other lands. We Livermore residents travel; when we return we make art showing the places we have been. Provide non-profits with affordable venues for visual art shows. Rents are currently too high and there are no public buildings available for reasonable rent.
- Provide a low-cost venue for non-profit art organizations
- My art organization says we are very limited on putting on shows because all the community building charge to much to non profits for rent.
- Involve the community in exhibits and art activities
- Would like to see public buildings available to the non profits at affordable rates.
- Visual Art Activities that the public can participate in.
- The horse industry and events are a natural and historical mix. We must nurture that relationship.
- Your list below only allows one choice, science, historic, ag. You need more diversity offering.
- Inspire the youth, ignite the community
- Needs freshening up in what is being offered
- Share history with a focus on building understanding and perspective
- Share history. Don't remove any Livermore history.
- Prioritize music art and theater in the public school curriculum, help instill cultural arts as a value parent hold for their children in their education. Arts are for everyone
- Enhance the lives of residents
- Beautify Livermore and improve quality of life for residents. We dont want branding, we just want a beautiful, safe, inclusive place to live.
- Bring people together
- N/A (x2)

Appendix 3 | SURVEY RESULTS

Q06 What is special about Livermore?

208 Respondents of 212



A Ranching heritage
B Scientific heritage
C Agricultural and Viticulture
D Community diversity/inclusiveness
E Arts and culture
F Historic character
G Neighborhoods/community culture

DISTRIBUTION OF RATINGS

1 2 3 4 5 6 7 Score | Total

percentage of category (# of respondents)

Neighborhoods/community culture 6.11 | 126
61.90% (78) | 13.49% (17) | 11.90% (15) | 4.76% (6) | 3.17% (4) | 3.97% (5) | 0.79% (1)

Historic character 5.42 | 113
29.20% (33) | 28.32% (32) | 17.70% (20) | 13.27% (15) | 6.19% (7) | 2.65% (3) | 2.65% (3)

Arts and culture 5.02 | 113
18.58% (21) | 30.09% (34) | 26.55% (30) | 3.54% (4) | 7.08% (8) | 8.85% (10) | 5.31% (6)

Community diversity/inclusiveness 4.60 | 098
14.29% (14) | 26.53% (26) | 22.45% (22) | 12.24% (12) | 5.10% (5) | 5.10% (5) | 14.29% (14)

Agricultural and Viticulture 5.49 | 138
26.09% (36) | 29.71% (41) | 27.54% (38) | 5.07% (7) | 7.97% (11) | 2.17% (3) | 1.45% (2)

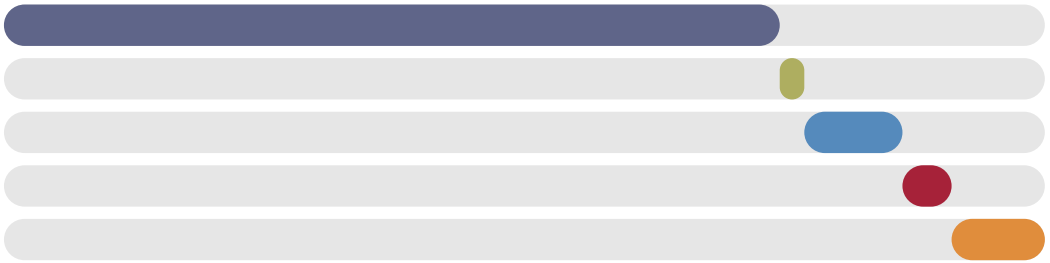
Scientific heritage 4.87 | 108
17.59% (19) | 24.07% (26) | 29.63% (32) | 5.56% (6) | 6.48% (7) | 12.96% (14) | 3.70% (4)

Ranching heritage 4.15 | 089
7.87% (7) | 20.22% (18) | 22.47% (20) | 17.98% (16) | 8.99% (8) | 4.49% (4) | 17.98% (16)

Appendix 3 | SURVEY RESULTS

Q07 Please tell us a little bit about yourself.

212 Respondents of 212



74.53%	158	**Resident**
2.36%	5	**Business**
9.43%	20	**Visitor**
4.72%	10	**Employed in Livermore**
8.96%	19	**Other (please specify)**
Total 100.00%	212	Respondents of 212

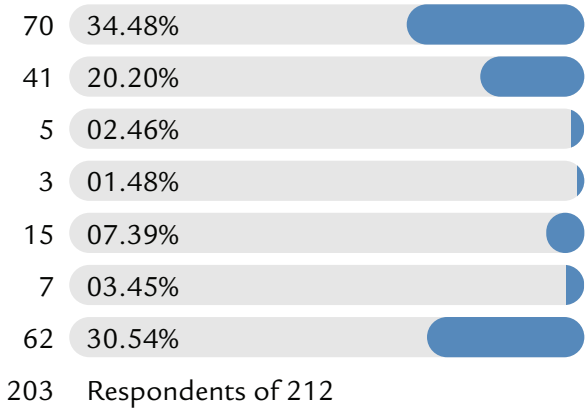
Other (please specify)

- Worked at LLNL since 1980, 2 children, love our community
- BOTH a long-term resident and a local photographic business showcasing California.
- Board Member at Bankhead Theater
- I ran the LAA Spring Art Show at the Bothwell in September.
- An artist who paints local scenes to preserve them for others
- Both a resident and member of Livermore Art Association board
- Member of an art organization
- Volunteer in Visual Arts Non Profit Organization and Events
- Retired, worked in Livermore 37 years
- Nonprofit
- Former resident
- Pleasanton artist
- Resident and student
- Neighbor
- Multiple presence in Livermore
- Native, born at St. Paul's
- Resident and employed in
- For 52 years
- Student

Appendix 3 | SURVEY RESULTS

Q08 Which best describes you, or the nonprofit, or business you present?

203 Respondents of 212



- **Arts & culture supporter (participant, advocate, etc.)**
- **Artist**
- **Nonprofit visual arts organization**
- **Nonprofit performing arts organization**
- **Nonprofit civic organization**
- **For profit creative business**
- **Other (please specify)**

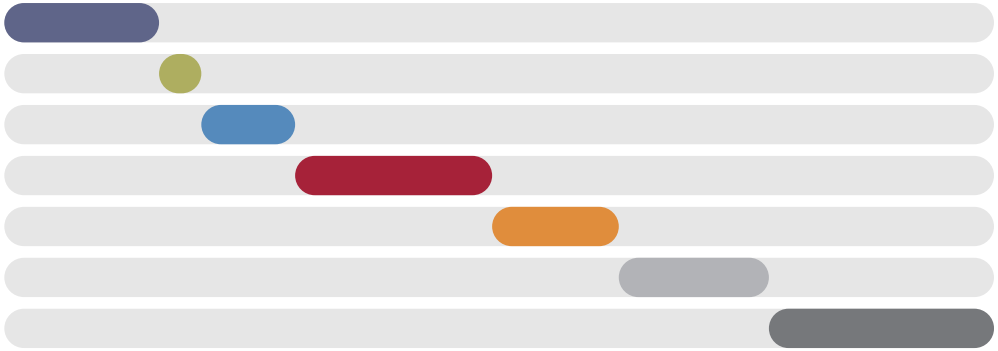
Other (please specify)

- President of Livermore Arts and Science Inc.
- Writer, community volunteer
- Livermore resident (x7)
- Arts supporter, disabled student
- Disabled student (non-verbal)
- Mother who wants to immerse 2-year-old in art/nature events
- Someone who enjoys creativity
- Parent of Girl Scout
- Resident of Dublin
- Art teacher/mental health
- Science and technology
- Artist and advocate for arts
- Rancher, farmer, marketer, agritourism advocate
- Resident since 1961, retired
- Arts and cultural support + artist
- Other nonprofit
- Student (x16)
- Interested in art
- Visitor
- Healthcare
- Church
- Government
- N/A (x19)

Appendix 3 | SURVEY RESULTS

Q09 Please tell us your age.

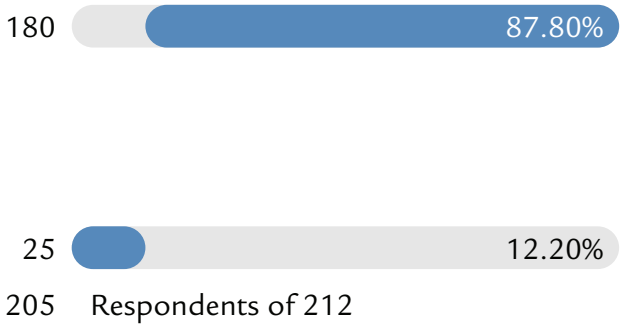
211 Respondents of 212



15.64%	33	Under 18
4.27%	9	18-24
9.48%	20	25-34
19.91%	42	35-44
12.80%	27	45-54
15.17%	32	55-64
22.75%	48	65+
Total 100.00%	211	

Q10 Please provide us with your zipcode.

205 Respondents of 212

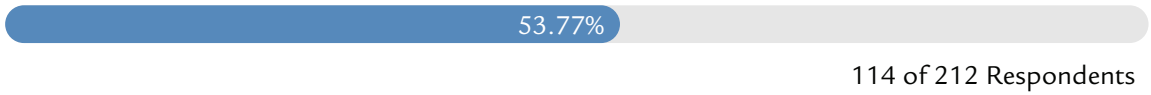


Livermore Resident			Outside Livermore Resident		
118	94550	Livermore, CA	5	94568	Dublin, CA
62	94551	Livermore, CA	5	94588	Napa, CA
			3	91945	Pleasanton, CA
			2	94553	Martinez, CA
			1	94531	Antioch, CA
			1	94519	Concord, CA
			1	94506	Danville, CA
			1	94536	Fremont, CA
			1	94541	Hayward, CA
			1	95023	Hollister, CA
			1	94566	Lemon Grove, CA
			1	94954	Petaluma, CA
			1	94583	San Ramon, CA
			1	95376	Tracy, CA

Appendix 3 | SURVEY RESULTS

Q11 Please provide us with your e-mail if you would liek to be added to the City's arts and culture mailing list

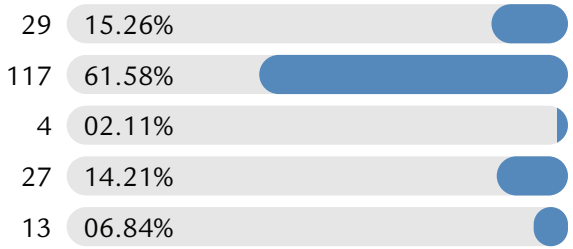
114 Respondents of 212



114 of 212 Respondents

Q12 How did you hear about this survey?

109 Respondents of 212



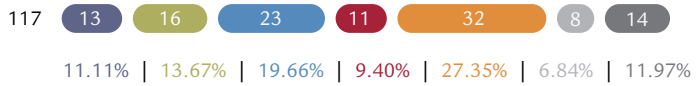
190 Respondents of 212

Social Media
Pop-Up Event
Newletter
E-mail
Other (please specify)

Pop-Up Event

- Sundays at Hagemann Ranch (x13)
- Batch Makers Market/Season Finale (x16)
- Del Valle HS (x23)
- Civic Center Library (x11)
- Livermore Pride Fest (x32)
- Batch Makers Market/Pride (x8)
- Art Walk (x14)

12.20%



Other (please specify)

- Found it when I was looking for information about the project.
- Given flyer personally (x2)
- Friend (x2)
- From Cynthia Patton, Livermore Poet Laureate
- Independent
- Nextdoor (x4)
- Google alerts
- Google News

Appendix 4 | COURBANIZE MAP AND COMMENTS

Online Outreach Report

coUrb.co/LivermoreCulturalArtsVision

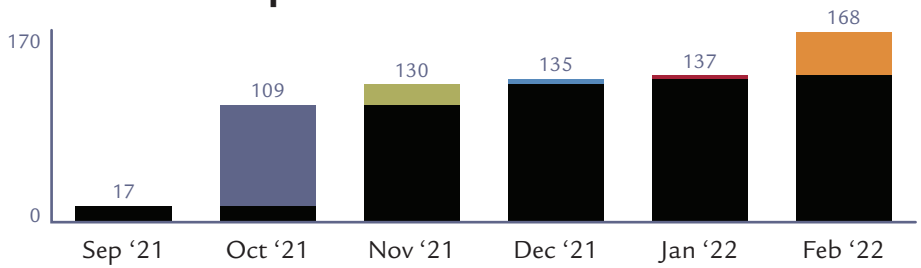
Engagement Over Time

The cumulative number of comments and replies on coUrbanize over the project's online engagement period.

Total

168

Feedback & Replies



Community Sentiment

coUrbanize's system analyzes key words and phrases in each comment to determine its overall sentiment.



Audience Reached

514
Website Visitors

018
Followers

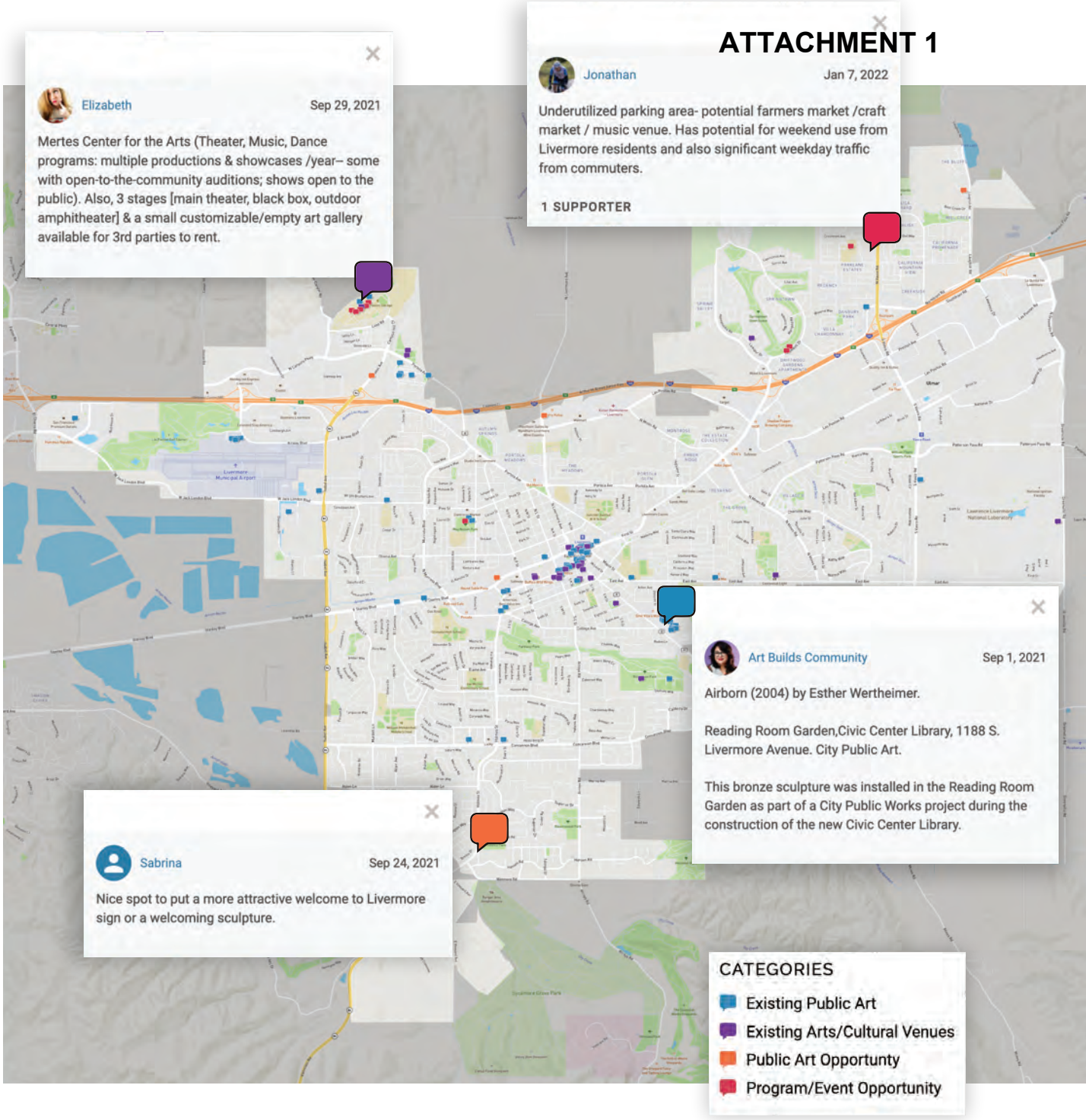
168
Total Comments

Appendix 4

COURBANIZE MAP AND COMMENTS

Livermore coUrbanize Map Comments At-A-Glance

coUrb.co/LivermoreCulturalArtsVision



Appendix 4

COURBANIZE MAP AND COMMENTS

Livermore coUrbanize Map Comments At-A-Glance

Various map comments from the community highlight different potential opportunities in a collaborative effort to provide a comprehensive record.

coUrb.co/LivermoreCulturalArtsVision



Appendix 5 | PUBLIC ART BENCHMARK CHARTS

5A

Art Support in Neighboring Cities

	Dublin, CA **Parks & Community Services**	Pleasanton, CA **Recreation Services in Library Department**
PUBLIC ARTS STAFFING	2.0 FTE: Heritage and Cultural Arts Manager and Heritage and Cultural Arts Supervisor support public art as part of their duties	1.0 FTE Recreation Manager, Civic Arts & Special Events are supported by General Fund and share responsibility for public art management along with other duties. Operations Service Department, Engineering, Economic Development, and Traffic provide additional project support.
OTHER ARTS STAFFING	1.0 FTE Museum and Heritage Center staff, 3 part-time program support staff, 4-5 recreation leaders, contract staff and volunteers (pre-COVID)	5.0 FTE in entire division include a Recreation Manager, Recreation Supervisor, Recreation Coordinator, two Theatre Technicians. 30 to 35 part-time employees at 30 hours or less to support the arts programs. Staff supports activities at the Firehouse Arts Center.
PUBLIC PERCENT FOR ART	1%	Public art purchases are funded with donations from private donors or organization—as well as some of the City General Fund.
PRIVATE PERCENT FOR ART	1%	Developers with commercial, office, or industrial projects are encouraged to acquire and install original works in publicly accessible areas of their development or make a cash contribution for City-sponsored public art projects or the City's art in public places fund.
OTHER FUNDING SOURCES	Public Art Funds can be granted to partner agencies to meet the goals of the Public Art Master Plan.	Matching Grants for Public Art: City established matching grant program to encourage public art. For every request, Council determines an appropriate level of match, not to exceed 50% of the cost of the project.
PROGRAMS	Temporary Art Program and Utility Art Program funded through community beautification funds.	Private donations of public art.
NOTES	Public art funds are included in the City's annual budget and the 5-year Capital Improvement Program, which also shows the proposed use of funds collected. Public art project management is capped at 25 percent of each public art project, and up to 2% of project management costs may be used for program administration.	The Department of Finance maintains a public art account to fund public art projects. Public art maintenance is contracted from City General Operation Services budget. The City is developing sponsorship for the Movies in the Park program. Arts staff and program costs are supported by General Fund with some cost recovery from ticket sales and class registration fees.

Appendix 5 | PUBLIC ART BENCHMARK CHARTS | 5B - Bay Area Public Art Programs

	Mountain View, CA Community Development	Palo Alto, CA Community Services	Walnut Creek, CA Arts & Recreation	San Ramon, CA Parks & Community Services	Alameda County, CA Alameda County Arts Commission
ARTS STAFFING	Less than .5 FTE public art liaison	3.0 FTE includes Public Art Program Director, Public Art Program Coordinator, Communications and Artist Studio-Program Coordinator	1.0 FTE Public Art Manager and 2 part-time employees: Chief Preparator/Senior Program Assistant, Public Art Program Coordinator.	1.0 FTE Recreation Supervisor duties include overseeing the public art program and acting as liaison to Arts Advisory Committee.	5.0 FTE: Director, Program Coordinator, Public Art Program Coordinator, Program Associate.
PUBLIC PERCENT FOR ART	1%	1%	1%	1%	2%
PRIVATE PERCENT FOR ART	No	1%	1% building construction valuation; .5% for underground construction, nonprofit construction, or hospitals.	1%	No
IN-LIEU OPTION	No	1%	1% building construction valuation; .5% for underground construction, nonprofit construction, or hospitals.	0.5% in-lieu fee	No
OTHER FUNDING SOURCES	No	Government grants	In-lieu fees are placed in the Public Art Fund and used for City-owned art or City-sponsored exhibitions.	The city dedicates $30,000 annually to public art in parks from the Private Sector Art & Beautification fund. San Ramon Arts Foundation grants financial assistance to cultural arts, organizes special fundraising events, and supports local artists. It supports the Arts in San Ramon and the San Ramon Valley. Temporary public art projects are commissioned when staff time and funding are available.	California Arts Council, National Endowment for the Arts, Foundation for the Arts in Alameda County, East Bay Community Foundation, Alameda County Office of Education's Alliance for Arts Learning Leadership.
PROGRAMS	Site-specific permanent artworks	Site-specific artworks, changing artworks, and artist residencies.			
NOTES	In addition to public art, the City of Mountain View owns and operates the Center for Performing Arts.	Public Art Commission provides project review and public art plan implementation oversight. In addition to public art, the City of Palo Alto supports a municipal art gallery and theatre and arts programming in several City facilities.	The Bedford Gallery has 5.0 FTE and is part of the Arts & Recreation Department. It receives additional support through the Diablo Regional Arts Association, Lesher Foundation, and JP Morgan Chase. The Public Art Program is the Bedford Gallery Advisory Council and the Arts Commission. The Public Art Fund is exclusively used to provide sites for art, acquire and install art, maintain art, support publicly accessible art, and fund administrative costs associated with the Public Art Program.	The Beautification Fund is used in accordance with the annual public art project budget to repair and restore significantly damaged or vandalized artwork on public property.	If there is no publicly accessible site for public art in a new county construction project, the public art can be placed at another publicly accessible location. The Art Commission oversees the planning and administration of the program.

Appendix 5 | PUBLIC ART BENCHMARK CHARTS

5C

Public Art: Benchmark Cities Outside Bay Area

	Asheville, NC **Planning and Urban Design Department, Public Art and Cultural Commission**	Ashland, OR **Planning Division of Community Development Department, Public Arts Commission**	San Luis Obispo, CA **Parks & Recereation**
STAFF DEDICATED TO ARTS	3.0 FTE includes Urban Design + Place Strategies Manager, Urban Designer II, Downtown Development Specialist	1.0 FTE associate planner works with the public art program at .10 time.	N/A
PUBLIC PERCENT FOR ART	1%	0.5%	1%
PRIVATE PERCENT FOR ART	No	0.5%	0.5% non-residential construction projects costing in excess of $100,000
IN-LIEU OPTION	No	Yes	Yes
OTHER FUNDING SOURCES		Transient Occupancy Tax (see notes)	Private Donations of Public Art
GRANT SUPPORT	N/A	N/A	City established matching grant program to encourage public art. For every request, Council determines an appropriate level of match, not to exceed 50% of the cost of the project.
PROGRAMS	University of North Carolina and City of Asheville Partnership: French Broad River Art Competition and Exhibit. The City's Public Art Program provides honorariums for the three top submissions.		
NOTES	Asheville Area Arts Council is the second oldest arts council in North Carolina. It supports artists and arts organizations through grant funding and programs while serving community needs. It is a membership organization with a range of membership levels.	Public Art Account includes funds donated, appropriated, or generated for the purpose of acquiring public art and education. Transit Occupancy Tax (TOT) and Commercial Development in-lieu fee contribute to the Public Art Fund. Contributions or appropriations other than the public percent for art funds may be dedicated to or earmarked for a specific education program or work of art, subject to acceptance by the Council.	Department of Finance maintains public art account. Every two years, an amount equal to 1% of the construction of all eligible projects is placed in this account. Funding is transferred by Finance staff to either a public art phase of a capital project account or to a specific public art project account once the Council determines appropriate public art projects for the two-year financial plan.

** No union employees*
*** Configuration dictates capacity*

Appendix 6 | CULTURAL FACILITIES BENCHMARK CHART

CITY	FACILITY	CAPACITY (seats)	STYLE	BUDGET	SUBSIDY	EARNED	CONTRIBUTED INCOME	ADDITIONAL FACILITIES	OWNERSHIP/ OPERATING ORGANIZATION
LIVERMORE	• Bankhead Theater*	507	Proscenium	3.6m	No	Yes	Yes	No	Private
	• Las Positas College, Mertes Center for the Arts	464	Proscenium	Held Within College		No	No	Yes	Public
DUBLIN PLEASANTON	• Dublin Unified School District Center for the Performing Arts & Education	502	Proscenium	Held Within School		No	No	Yes	Public
MOUNTAINVIEW	• Mountain View Center for the Performing Arts*	600	Proscenium	Held Within City		No	No	Yes	Public
PALO ALTO	• Standford University Bing Concert Hall	550-950	Hybrid**	10m	Yes	No	Yes		Private
	• Standford Memorial Auditorium	1705	Proscenium						
	• Stanford Memorial Church	1200	Church						
	• Lucie Stern Community Center	428							
WALNUT CREEK	• Lesher Center for the Arts Hofmann Theatre	785	Proscenium					Yes	
SAN LUIS OBISPO	• Performing Arts Center San Luis Obispo Christopher Cohan Center	1286	Proscenium	1.5m	Yes	Yes	Yes		Public
	• Performing Arts Center San Luis Obispo Alex & Faye Spanos Theatre	498	Proscenium						Public
ASHLAND, OR	• Oregon Shakespeare Festival Agnes Bowmer Theatre	600	Proscenium	35m	No				Public
	• Ashland High School	412	Proscenium						Public
ASHEVILLE, NC	• Wortham Center for the Performing Arts	500	Proscenium						

Appendix 7 | GRANT PROGRAMS

FUTURE GRANT PROGRAMS FOR LIVERMORE

Throughout the City's Cultural Arts Vision planning process, residents expressed the desire for opportunities to participate locally in expanded cultural activities and arts organizations called for expanded City support. The City of Livermore can accomplish several key goals from the cultural plan through the development of new grants programs. These include the goals of providing expanded City support for the arts and culture, providing more opportunities for youth to access and experience the arts, as well as achieving equity and diversity and supporting the professional development of local artists.

The suggested programs offer a structure that can help ensure that the City's investment in cultural funding is clearly targeted and supports the goals and outcomes identified in the cultural plan. These grant programs can be implemented as additional funding becomes available.

In addition, all City grants programs can encourage increased diversity by adding diversity metrics to the grant application and final reports submitted by grantees. These can include: diversity plan adoption for all grant applicants over a certain size; statistical profile information about board leadership, staff, artists, volunteers, and audiences; audience surveys including data collecting, anecdotes, and photographs of audiences; multilingual dissemination of promotional materials; and organizational initiatives that value and integrate diversity into core operations.

All grant opportunities should be widely publicized. In addition, the application process and associated requirements should be reviewed for relevance and ease of use. Ideally, staff will offer application workshops to assist and encourage first-time applicants.

Appendix 7 | GRANT PROGRAMS

ORGANIZATIONAL SUPPORT GRANTS

Strengthen the organizational capacity of local cultural organizations with funding that targets specific operational needs, such as staffing and long-range planning. This approach will help increase the overall sustainability of the arts ecosystem in Livermore. Generally, operational support is limited to organizations that have been in existence for some time (five to ten years) and have budgets over a certain size. Another aspect to consider in developing an operational support grant program is the option of multi-year support, which has the benefit of allowing organizations to count on core funding. Approaches to consider for Livermore include the two described below, as an illustrative example of the concept.

Operational Support 1

MAXIMUM AWARD OF $10,000 PER YEAR

GOAL:
Strengthen the organizational capacity of arts organizations to encourage sustainability and further growth and development.

- This category would be for organizations seeking to enhance capacity but who do not yet have a clear multi-year plan of action for capacity development.
- Projects supported might include part-time staff, technical assistance and training, or development of a strategic, development, or marketing plan.

Operational Support 2

MAXIMUM AWARD OF $25,000 PER YEAR FOR UP TO THREE YEARS

GOAL:
Strengthen the organizational capacity of arts organizations to encourage sustainability and further growth and development, leading to permanent administrative staff, larger budgets, and increased participation in the arts.

- For groups who have defined a clear path for multi-year organizational development, such as a completed strategic plan along with part-time professional staff.
- Projects supported might include staffing, technical assistance and training, development of a strategic, development, or marketing plan, and other long-term capacity development.

Appendix 7 | GRANT PROGRAMS

YOUTH ARTS GRANTS

One of the top priorities articulated by Livermore residents during the cultural planning process was to provide increased access to the arts for all and to increase opportunities for young people to access the arts. By establishing a Youth Arts Grants Program to support out-of-school projects and programs for young people, the City can help ensure both increased equity in regard to access, as well as additional opportunities for children and youth to experience the benefits of arts and cultural activities.

The grant program can be designed to ensure access to high quality arts education activities for all children in Livermore through project-based partnerships among arts organizations and community-based groups that serve youth. Important considerations to include in designing this grant program are that the projects should include paid, professional artists and engage children and youth in stimulating, interactive, and enriching cultural experiences. Another consideration is not limiting the applications to arts and culture organizations but instead include community-based nonprofits among the eligible applicants. Another is to consider limiting eligible projects to locations other than school facilities, so as not to replace anything currently being offered by the Livermore Valley Joint Unified School District or to limit access to enrolled students. Project grants could range from $5,000 to $7,500.

PRESENTING GRANTS

Develop a program that provides capacity building along with presentation grants for organizations that develop and present the cultural traditions and work of communities of color. Such a program could be designed in a variety of ways. One might be as a "contract for services," where a large organization is hired to mentor one or several smaller organizations in areas such as audience outreach and development, marketing, set design, lighting, etc. and then hosts a series of presentations. Another might be for the City to develop a series of technical assistance workshops and then offer a grant that helps cover the costs of presenting the work that each of the workshop participants produces. A third option would be to simply offer a grant that supports the costs of presenting work to the public. Participation in this program can target smaller organizations, under a certain budget size, which are culturally specific and present the work of communities of color.

Appendix 7 | GRANT PROGRAMS

INDIVIDUAL ARTIST FELLOWSHIPS

Individual artists are the essential building blocks of the arts ecosystem and are vital contributors to the creative economy. By creating an artist fellowship program, the City can reward and honor local artists for their innovation and contributions to Livermore's creative community. Such a program will, over time, support the professional development of Livermore artists and attract additional artists to the City. In addition, the program can be designed to provide people in Livermore increased access to artists of the highest caliber and engagement with the artists' work.

The goals of such a grant program would be to recognize and honor the achievements of artists living in Livermore, to broadly promote the work of Livermore artists, and to increase the creation of innovative new work in Livermore. Other considerations to address in developing such a grant program include: a residency requirement, i.e., the number of years an artist needs to have lived or worked in Livermore prior to being eligible; the availability to artists in all disciplines, however, to make the program easier to manage, funding could be limited to a specific discipline, or set of disciplines, per year; and ways that the artist fellows will be recognized and promoted by the City.

Appendix 8 | INFORMAL MUSIC VENUES IN LIVERMORE

Livermore Non-Traditional Venues

VENUE	CAPACITY
3 Steves Winery	75 outdoors | 50 indoors
Altamont Beer Works	
Americano	
Arroyo Cellars	
Bankhead Theatre LVPAC	
Beer Baron	J Block-100ish outdoors
Bent Creek Winery	96 (24 tables of 4)
Big White House Winery	50-70 outside
Blacksmith Square	
Bothwell Arts Center	
Bottle Taps	
Carnegie Building	
Casa Orozco	~120 outdoors
Cedar Mountain Winery	
Charles R. Vineyards	100 outdoors
Concannon Vineyard	300 outdoors
Coda Ridge Wines	90 outdoors
Darcie Kent Vineyards	110 outdoors
Del Valle Winery	200 outdoors

VENUE	CAPACITY
Farmers Market	
Fava Lora Vineyards Winery	80-100 outdoors
Fenestra Winery	
First Street Wine Co.	
Gare Winery	30-40 in tasting room
Homegrown Hops	200 outdoors
Hop DeVine	
John Evan Cellar	
Las Positas College	1200 outdoors
Las Positas Vineyards-indoors	100 indoors
Las Positas Vineyards-outside	100 outdoors
Leisure Street Winery	
Livermore J Block	Consortium of bars; family friendly w/music
Livermore Sunday Farmers Market	
Livermore Thursday Farmers Market	
Longevity Wines	
McGrail Vineyard	300 outdoors
Mitchell Katz Winery	50-75 outdoors
Monica's Livermore	outdoors

Appendix 8 | INFORMAL MUSIC VENUES IN LIVERMORE

Livermore Non-Traditional Venues

VENUE	CAPACITY
Murrieta's Well	
Nottingham Cellars	80-100 outdoors
Occasio Winery	80-100 outdoors
Occasio Winery-Sidewinder Spirits	
Old Mexico Bar & Grill	
Omega Winery	
Page Mill Winery	40-50 outdoors
Panama Bay Coffee	
Parkwest Casino 580	
Pennyweight Craft Brewing	
Pine Street Bar	
Pleasanton Senior Center	
Polomoni's Bar & Lounge	
Poppy Ridge	
Purple Orchid	
R Place	
Railroad Saloon	
Rebel Kitchen Libations	
Retzlaff Vineyards	

VENUE	CAPACITY
Rios Lovell Estate Wines	260 outdoors
Rodriquez Molyneaux	
Rosa Fierro Cellars	
Rusty's Bar and Grill	40-60 outdoors
Sauced Barbeque and Spirits	
Shadow Puppet Brewing Company	
Simply Fondue	
Steven Kent Winery	
Stockmen's Park	
Sutherland Distilling	
Swirl on the Square	
Tenuta Winery	
Tesla Vineyards	20-30 outdoors
The Singing Winemaker	
The Last Word	
The Steam House Coffee and Kava Bar	
Uncle Vu's at the Vineyard	
Wente Vineyards	1700 outdoors
Wood Family Vineyards	20-30 private indoors

Appendix 9 | LIST OF POP-UP EVENTS

Farmer's Market | Thursday, July 22, 2021
Carnegie Park - 2155 3rd St
Facilitated by Art Builds Community

4th Annual Filipino Barrio Fiesta | Sunday, October 3, 2021
Bankhead Plaza
Facilitated by Cynthia Patton, Livermore Poet Laureate

ArtWalk Livermore 2021 | Saturday, October 9, 2021
Stockmen's Park
Facilitated by Art Builds Community

Civic Center Library | Wednesday, October 13, 2021
1188 S Livermore Ave
Facilitated by Cynthia Patton, Livermore Poet Laureate

Livermore Pridefest 2021 | Saturday, October 16, 2021
Carnegie Park - 2155 3rd St
Facilitated by Art Builds Community

Batch Makers Market - Pride Edition | Sunday, October 17, 2021
Carnegie Park - 2155 3rd St
Facilitated by Cynthia Patton, Livermore Poet Laureate

Del Valle High School | Tuesday, November 16, 2021
Facilitated by Cynthia Patton, Livermore Poet Laureate

Rincon Library | Friday, November 19, 2021
725 Rincon Ave
Facilitated by Cynthia Patton, Livermore Poet Laureate

Batch Makers Market - Season Finale | Sunday, November 21, 2021
Carnegie Park - 2155 3rd St
Facilitated by Art Builds Community

Hagemann Ranch | Sunday, November 28, 2021
455 Olivina Ave
Facilitated by Cynthia Patton, Livermore Poet Laureate

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: November 14, 2022

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.

3.2	Historic Preservation Commission annual update presented by Chair Vic Avila. Material: PowerPoint Presentation
3.3	Confirmation of Advisory Body appointments to the Beautification Committee, Commission for the Arts, Human Services Commission, and Livermore Housing Authority, and direct the City Clerk to administer the oath of office. Material: PowerPoint Presentation
3.4	Presentation from East Bay Community Energy (EBCE) presented by JP Ross, Vice President of Local Development, Electrification, and Innovation. Material: PowerPoint Presentation
3.5	Update on drought and water conservation presented by Water Resources Division Manager, Anthony Smith and California Water Service Company. Material: PowerPoint Presentation
3.6	Livermore Airport Development and Hangar Waitlist Policy Updates. Material: PowerPoint Presentation

6.1	Hearing to consider a request to amend Development Agreement 18-001 for the Lassen Road Townhomes project to revise the performance schedule to accommodate regulatory permitting of the off-site improvements (DAA 21-002). Material: PowerPoint Presentation
6.2	Resolution authorizing, approving and adopting an amended Permanent Local Housing Allocation (PLHA) program five year plan and authorizing the City Manager to apply for PLHA funds from the State Department of Housing and Community Development for supportive shared housing projects and the Vineyard 2.0 housing resource center. Material: PowerPoint Presentation
7.1	The Commission for the Arts and staff recommend the City Council discuss and provide direction on the Livermore Cultural Arts Vision entitled: Creative Livermore: A Plan for the Future of the Arts and Culture. 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: Debbie Elam
Deputy City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

Historic Preservation Commission Annual Update

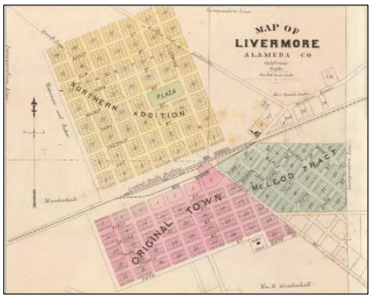
Presented by: Michelle Setchell, HPC Vice-Chair

November 14, 2022

1

Historic Preservation Commission





Responsibilities

- Designates Historic properties.
- Reviews improvements to Historic properties.
- Approves commemorative plaques.
- Recommends changes to historic preservation policy.

Accomplishments

- Recommended approval of Livermore's first citywide Historic Context Statement.
- Recommended approval of citywide inventory of all Livermore's historic properties.
- Recommended approval of amendments to Livermore's Historic Preservation Ordinance.

LIVERMORE

2



Confirmation of Advisory Body Appointments

November 14, 2022

Presented by Debbie Elam, Deputy City Clerk

LIVERMORE CALIFORNIA

1

Beautification Committee

Appointment of the following to an unexpired term ending June 1, 2024

- Tania M Panarello

Commission for the Arts

Reappointment of the following to regular terms ending January 1, 2027

- Monya Lane
- Robert Gausman
- Cathleen deOrnelas

Human Services Commission

Appointment of the following to unexpired terms ending November 1, 2023

- Elizabeth McWhorter
- Umashankar S Meda

LIVERMORE CALIFORNIA

2

Livermore Housing Authority

Reappointment of the following to a regular term ending January 1, 2027 - tenant

•Heather I Casey

Reappointment of the following to a regular term ending January 1, 2027 - tenant - 62 years

•Christine Stuart

Reappointment of the following to a regular term ending January 1, 2027 - at large

•Mark Palajac

Appointment to a regular term ending January 1, 2027 - at large

•Parag Vaishampayan

LIVERMORE CALIFORNIA

3

NOVEMBER 14, 2022

EBCE Local Development Update



PRESENTED BY:
JP ROSS
VP LOCAL DEVELOPMENT, ELECTRIFICATION AND INNOVATION

EAST BAY COMMUNITY ENERGY

1

What is EBCE?

East Bay Community Energy (EBCE) is a local, community choice power supplier committed to providing Alameda County and the City of Tracy with more renewable electricity at competitive rates. EBCE reinvests earnings back into the community to create local green energy jobs, local energy programs, and clean power projects.





EAST BAY COMMUNITY ENERGY

2

2

How it Works



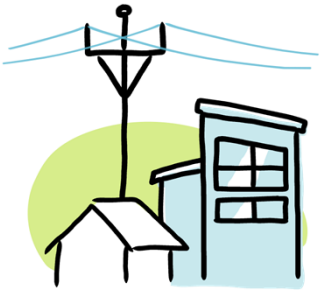
EBCE BUYS CLEAN POWER

EBCE buys from, and is building, clean power plants. EBCE sells the power to customers at low rates.



PG&E DELIVERS THE POWER

EBCE's power is delivered to customers by PG&E. Customers pay PG&E for power delivery as they always have.



YOU GET THE POWER AND ALL THE BENEFITS

You benefit from clean energy, low rates, local governance, and innovative programs.

EAST BAY COMMUNITY ENERGY

3

3

What Are the Benefits? *City of Livermore*

Customer Savings: ***Bright Choice*** is 3% lower than PG&E rates, EBCE customers in Livermore have saved over **$700,000** so far this year

- **$19M+** annual, service area-wide EBCE rate savings (FY 22-23)
- This year, all EBCE CARE/FERA customers received $50 bill credits, amounting to roughly **$6.23M** in savings for nearly 125,000 homes.

Local Control: Councilmember Trish Munro serves on EBCE's Board of Directors

Customer Choice: 90.2% EBCE customer retention rate (=9.8% customer opt out rate)

Sustainability: EBCE offers ***Renewable 100*** (100% CA-based wind and solar), which currently powers all municipal accounts

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Innovative Energy Programs:

- Resilience: S+S at Critical Municipal Facilities
- EBCE's EV Fast Charge Network
- Municipal Fleet Electrification Technical Assistance

EAST BAY COMMUNITY ENERGY

4

4

Budget: Local Development Programs

- $22.5M FY'23 Local Development budget
- Allocating budget for capital intensive infrastructure development projects
- Allocating EBCE capital to reduce cost of ownership for building and vehicle electrification
- Investing state funds in Energy Efficiency
- Initiating programs to accelerate heavy and light duty vehicle adoption as well as Micromobility
- Increased funding for Community Grants
- Working with Cities to achieve Climate Action Plans
- Collaborating with Cities on Programs across all categories in outreach and implementation

Local Development Areas of Emphasis Budget Allocation	
Transportation Electrification	$12.75M
Building Electrification	$4.7M
Energy Efficiency	$13.5M (3 years) No Direct EBCE Cost
Community Resilience/Local RE	$660k
Community Grants	$4.2M (over 3 years)
Sponsorships/Memberships	$250k

EAST BAY COMMUNITY ENERGY

5

5

Charging Infrastructure Deployment

Development Capital for Charging Infrastructure

- Equitable Public Fast Charging Hubs($3M)
  - Funds to support EBCEs efforts to build a network of public fast chargers across the communities we serve with an emphasis on siting these chargers close to high densities of multi-family housing where home charging is often not accessible
- Municipal Fleet Charging as a Service Projects ($2M)
  - Funds to support municipal fleet electrification through provision of Charging as a Service

Fleet Technical Assistance

- Municipal Fleet TA ($250k)
- M/H Duty Fleet TA ($500k)

EAST BAY COMMUNITY ENERGY

6

6

Electric Vehicle and eMobility Innovation Fund

Investing in vehicle adoption and micromobility

- Low Cost Debt for Zero-Emission Medium and Heavy duty goods movement projects ($3M)
  - Issued RFO in September for projects to be online by 2024
- Increase access to micromobility solutions ($2M)
  - Issued an RFO in October for 3 year/$6M e-Bike program of incentives and lending library
- Lower costs and improve experience to accelerate EV adoption with emphasis on access for low and moderate income consumers ($2M)
  - Funds to support one or more projects to drive consumer adoption of EVs.

EAST BAY COMMUNITY ENERGY

7

7

Community Resilience

Energy Resilient Public Facilities ($660k) ✓

- RFO for first projects in market, responses due Oct 21
- Coordinating with staff with remaining Cities to determine interested in participating in Phase 2

Resilient Home ✓

- Over 1,200 enrolled customers across EBCE service territory.
- Will continue to coordinate outreach campaigns with City departments

DAC-GT / CS-GT ✓

- Successfully changed PUC to allow CES 3.0 & CES 4.0 census tracts for projects and customers
- Will issue RFO for 7.8 MW of solar + storage projects by November
- Coordinating with Cities on potential to be Project Sponsors

City	COUNTA of City	SUM of Solar PV Capacity (kW DC)	SUM of Battery Energy Capacity (kWh)
Albany	9	35	102
Berkeley	77	428	905
Castro Valley	76	411	954
Dublin	71	432	914
Emeryville	2	11	23
Fremont	130	784	1,597
Hayward	113	685	1,418
Kensington	10	53	129
Livermore	97	624	1,307
Mountain House	1	7	10
Newark	26	152	314
Oakland	288	1,603	3,705
Piedmont	22	154	380
Pleasanton	92	655	1,139
San Leandro	66	372	860
San Lorenzo	11	65	123
Sunol	1	6	14
Tracy	101	869	1,266
UNION CITY	47	275	531
Grand Total	**1,240**	**7,621**	**15,691**

EAST BAY COMMUNITY ENERGY

8

8

Energy Efficiency

Launch and run CPUC Funded Energy Efficiency Program

- EBCE Received CPUC Approval in August
- Will launch Commercial pay for Performance Program Pending approval of EBCE AL
- 3-year Program budget of $13.5M ($4.5M/year)
- Will issue RFO mid-October
- Incentives paid on measured, cost-effective savings
- Higher payments during peak periods
- Program will target combined demand response and energy efficiency installations
- EBCE will add avoided Commodity procurement costs to boost payments for time based EE

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Building Electrification

Electrifying buildings is key to meeting climate action plans and improving indoor air quality.

LMI Electrification ($1.15M)

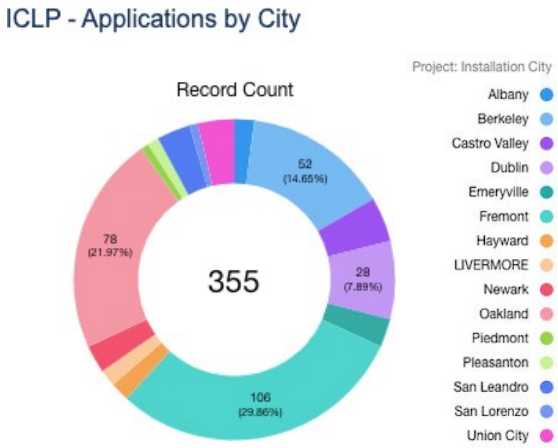
- Funds BlocPower LMI program with Additional funds to expand partnership upon success

Clean Cooking with Induction

- Induction lending Program - ($200k)
- EBCE HQ Clean Cooking Demonstration Center - ($500k)
- Local point of sale partnership for residential adoption ($200k)
- Commercial electrification Technical Assistance ($150k)

Accelerating Building Electrification

- Municipal Electrification TA ($250k)
- Building Electrification Credit enhancement ($2M)
- BE Workforce Development ($250k)



Induction Cooktop Reservations by City

EAST BAY COMMUNITY ENERGY

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10

Community Grants

EBCE will continue working with community-based organizations and local businesses to deliver benefits across the EBCE service area

- Community Grants ($4.2M over 3 years)

- Staff will work with BOD and CAC to determine funding priorities and manage grants

Funding Category	Transportation Electrification	Building Electrification	Community Resilience	Energy Efficiency
Program Enrollment				
Workforce Development				
Education / Awareness				

EAST BAY COMMUNITY ENERGY

11

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Thank You!

JP Ross

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@PoweredbyEBCE

customer-support@ebce.org

Español
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中文
ebce.org/cn

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Transportation Electrification

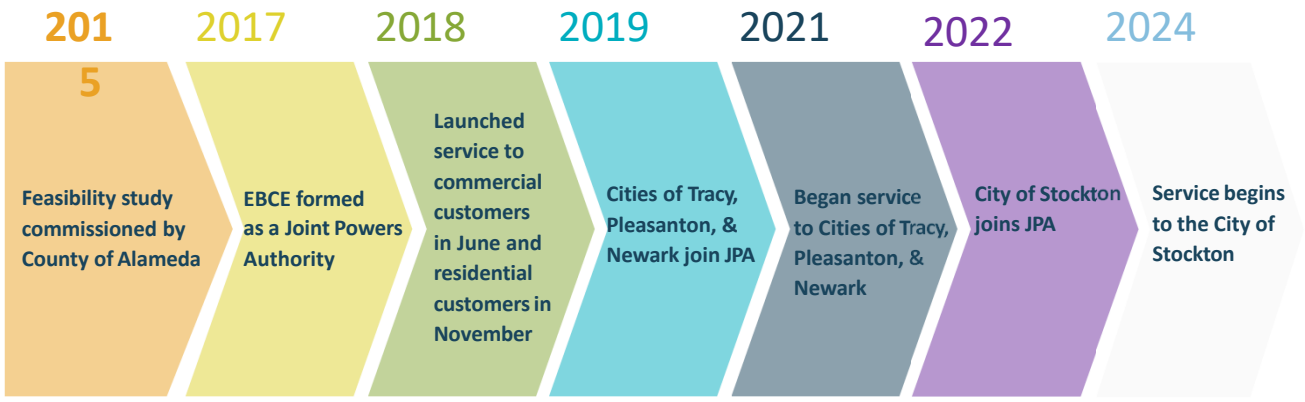
- Transportation is the largest source of emissions of GHG and particulate matter from Light, Medium and Heavy-duty vehicles
- EBCE is developing publicly available charging infrastructure tailored to renters and low-income communities to ensure these residents can transition to EVs (currently developing the first 3 charging hubs)
- Goods movement is particularly important with Port impacts to communities and access through the territory and into the Central Valley
- EBCE will continue assisting Cities to electrify fleets; providing fleet electrification technical assistance and offering to develop and operate charging infrastructure for Cities with "Charging as a Service" product
- With more vehicle models becoming available EBCE will develop programs to facilitate the buying process and make EVs accessible across all customer income levels
- Partner with local agencies and local business to increase access to eMobility solutions
- Provide capital to reduce cost of ownership through credit enhancements across multiple vehicle classes

EAST BAY COMMUNITY ENERGY

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History in Brief



EAST BAY COMMUNITY ENERGY

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14

What Are the Benefits?



LOW RATES



LOCAL CONTROL & INVESTMENT



SUSTAINABILITY



CUSTOMER CHOICE & PROGRAMS

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15

What Are My Options?



BRIGHT CHOICE

50% renewable energy at rates 3% below PG&E



RENEWABLE 100

100% California solar & wind energy at ¾ cent per kilowatt-hour above PG&E rates



PG&E

KEY

Wind Solar Hydro Biomass & Biowaste, Geothermal, Eligible Hydroelectric

Other or Unspecified Natural Gas Nuclear

EAST BAY COMMUNITY ENERGY

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Drought Update

November 14, 2022

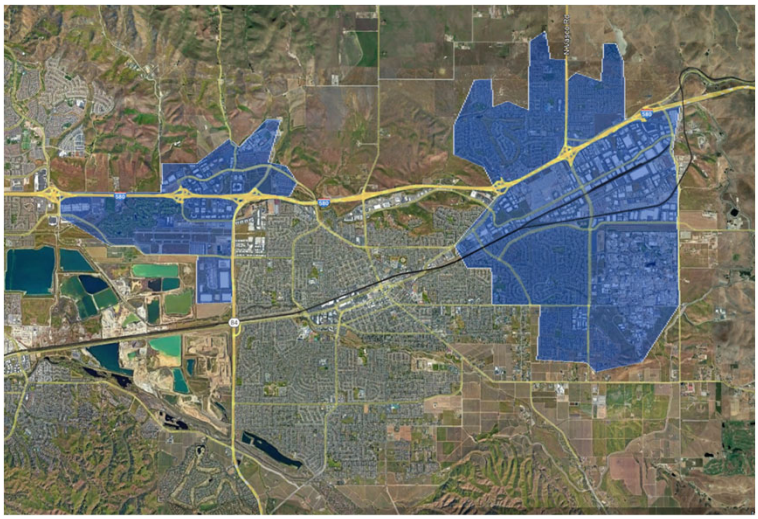
Presented by

Anthony Smith, Water Resources Division Manager

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1

Water Service Areas



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2

Drought Update

History

- Zone 7 declared a water shortage and required a 15% reduction in September 2021.
- City Council declared a stage 2 water shortage in September 2021 with a 15% overall reduction target.
- City Council also enacted stage 1 conservation rates to help protect revenue and encourage conservation.

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3

Drought Update

City Turf Removal

- The City is saving irrigation water.
  - 15% or more reduction in use of potable water
  - 1 acre of turf removed so far (Civic Center)
  - 2.5 more acres of turf removal planned (April 2023 completion)



Completed Turf Removal Project at Civic Center

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4

Drought Update

City Outreach Efforts

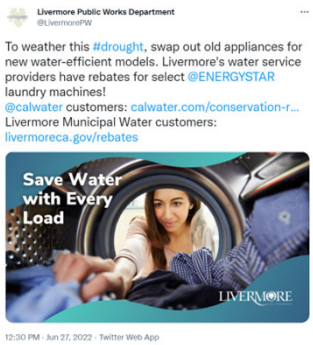
- The City has undertaken a robust public outreach and education campaign to both businesses and residents:
  - Bill Inserts
  - Direct Mailers / Postcards
  - Email Newsletters
  - Social Media
  - Movie Theatre Ads
  - On-Bus Ads

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Drought Update

City Outreach Efforts





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Drought Update

City Outreach Efforts



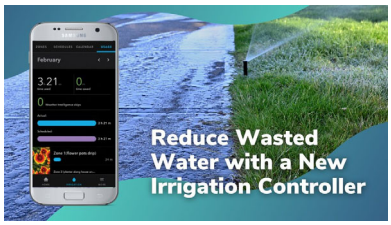
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7

Drought Update

City Rebates & Resources

- Lawn Conversions
  - 25 in progress or completed
  - 38,000 sqft of turf
- High-Efficiency Washing Machines - 36
- Weather-Based Irrigation Controllers – 41
- Residential Conservation Kits - 268



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8

Drought Update

City Rebates & Resources



Recycled Water Fill Station

- Opened 8/15, Closed 9/30
- 103 users
- 400,000 gallons distributed
- $700 cost per day to operate

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9

Drought Update

Customer Use Reductions

- LMW customers have reduced water use by 12.4% from October 2021 through September 2022
- Statewide reduction is only 4%

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California Water Service

November 14, 2022

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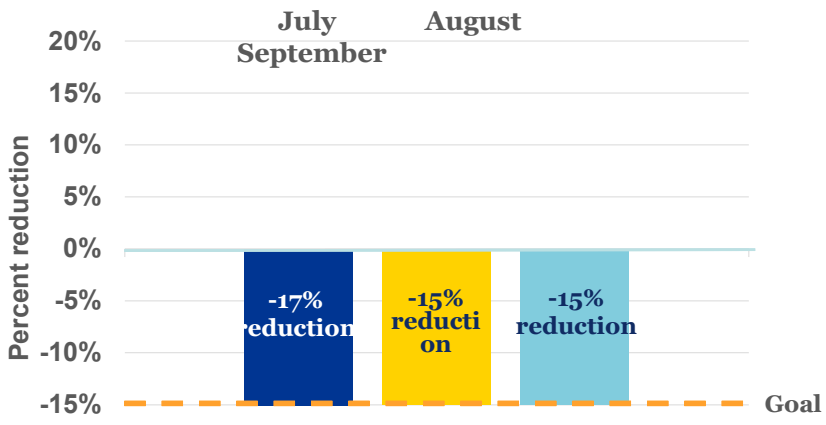
Water Conservation Measures and Effects

City of Livermore, Council Drought Update

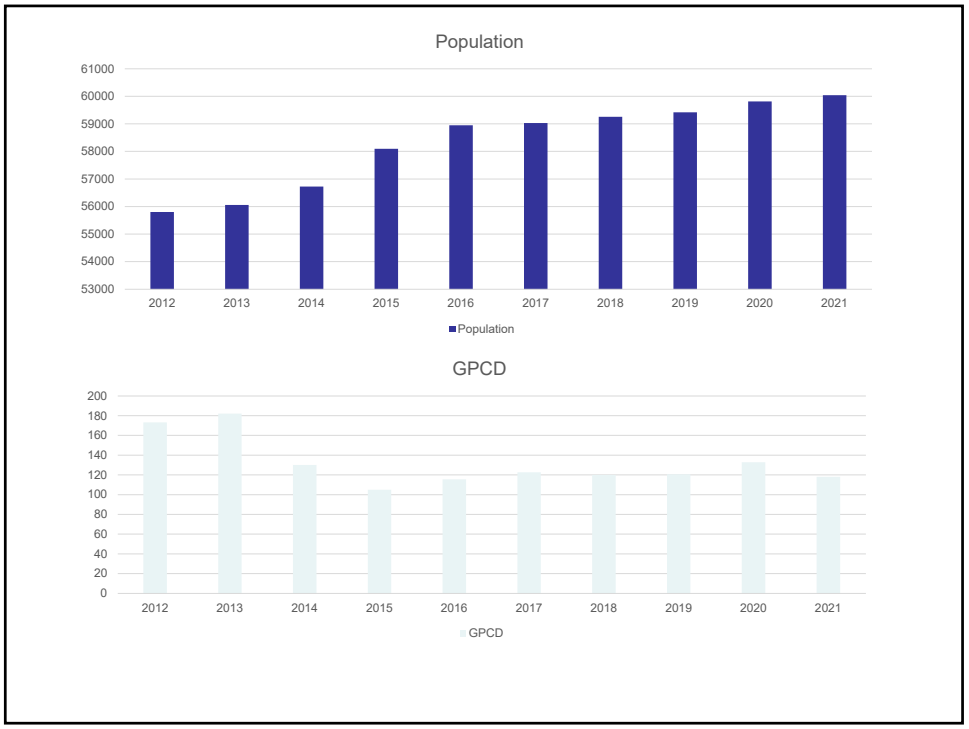
11

Conservation Target Reduction from 2020: 15%

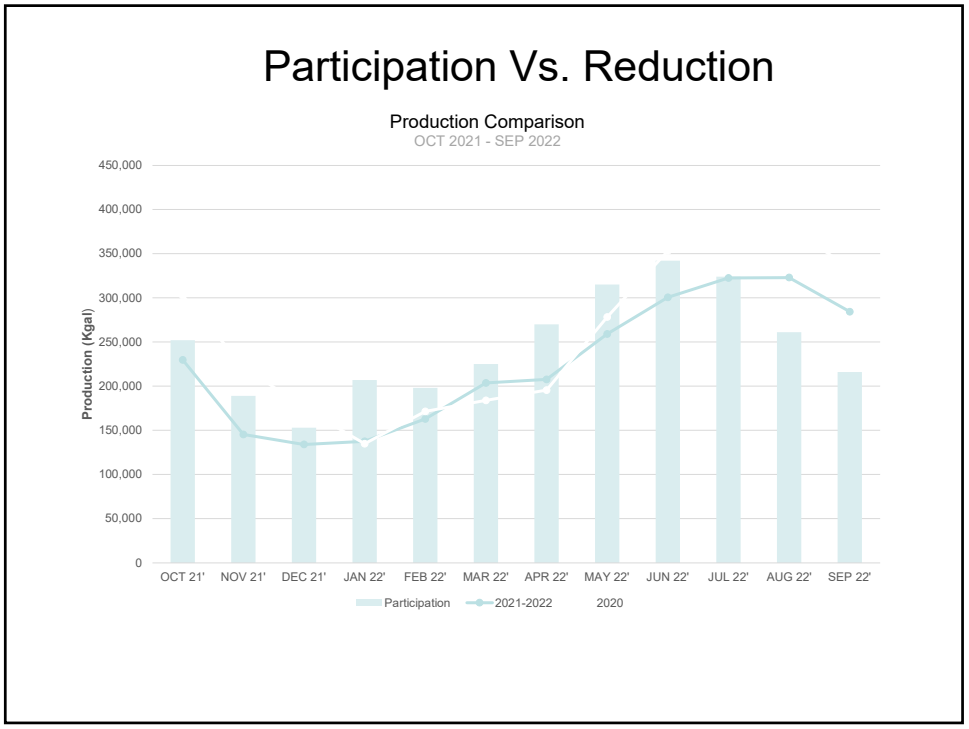
Livermore District



12


Population
61000
60000
59000
58000
57000
56000
55000
54000
53000
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
Population
GPCD
200
180
160
140
120
100
80
60
40
20
0
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
GPCD

13


Participation Vs. Reduction
Production Comparison
OCT 2021 - SEP 2022
Production (Kgal)
450,000
400,000
350,000
300,000
250,000
200,000
150,000
100,000
50,000
0
OCT 21'
NOV 21'
DEC 21'
JAN 22'
FEB 22'
MAR 22'
APR 22'
MAY 22'
JUN 22'
JUL 22'
AUG 22'
SEP 22'
Participation
2021-2022
2020

14

Smart Landscape Tune-Up Program



calwater.com/tuneup

- Evaluation of irrigation system
- Identification and improvement of irrigation leaks, broken equipment, and other water-saving opportunities
  - Installation of smart irrigation controllers
  - Installation of high-efficiency sprinkler nozzles
  - Repair of drip irrigation
  - Repair and replacement of irrigation valves
  - Repair and replacement of spray bodies

15

Lawn-to-Garden & Spray-to-Drip Rebates

- Lawn-to-garden program: $3 per square foot of lawn removed for residential and currently $5 per square foot for CII, with 50% converted to drought-tolerant landscaping
- Spray-to-drip program: $0.50 per square foot of landscaping converted from standard spray irrigation system to drip system



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Cal Water Conservation Rebates

Residential

- High-efficiency clothes washer
- High-efficiency toilet
- Smart irrigation controller
- High-efficiency sprinkler nozzles
- Lawn-to-garden
- Spray-to-drip



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Cal Water Conservation Rebates

Commercial

- High-efficiency valve-type toilet
- High-efficiency tank-type toilet
- High-efficiency urinal
- Lawn-to-garden
- Spray-to-drip
- High-efficiency sprinkler nozzles
- Spray body with integrated pressure regulation and check valve
- Large rotary nozzle
- Smart irrigation controller
- Customized incentive program

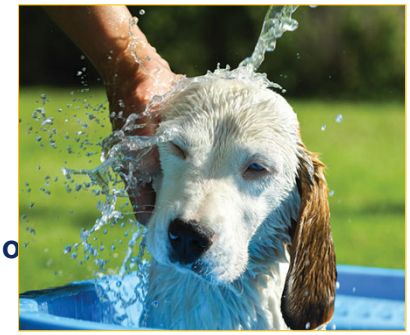


18

Additional Customer Resources

- Fact/tip sheets
- Informational mailings
- Customer outreach
- Social media posts

- **calwater.com/conservatio**
- **calwater.com/drought**



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Livermore Municipal Airport
Status Update on Airport Development and Hangar Waitlist Policies

November 14, 2022

Presented by Sean Moran, Acting Airport Manager

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1

Airport Hangar Waitlist Policy

- Current Policy
  - Adopted by Airport Commission in 2007; revised in 2010 & 2020
  - Contains a "Prioritization Point System" to determine eligibility and position
- Policy revisions
  - Consultant hired
  - Consider eliminating a Prioritization Point System in favor of a chronological order of application submittal
  - Revised policy will honor current applicants' position in line
  - Managing hangar demand vs current supply (current wait list has 172 applicants)
  - Current lease rates will be updated; our rates are generally lower than the region / industry
- Revised Policy (including rates) will be presented to Airport Commission for review and adoption in early 2023
- Public review coincidental with Commission meetings and online

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2

Airport Development Policy

Moratorium In Effect For Future Development Applications

- Current policy
  - Inconsistent with industry practices or City standards
  - Current moratorium on development
- Policy revisions
  - Consultant engaged to develop a new Airport Development Policy
  - Public input
  - Timeline on next slide

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3

Airport Development Policy

Schedule for Implementation

Airport Development Policy Update *Preliminary Schedule*		
Item	**Date**	**Notes**
Presentation to Airport Commission	12/5/22	Draft presentation to Airport Commission with summary of key elements
Released to public for comment	12/5/22 – 2/5/23	Public will have 60 days to comment. Will be published in PDF format on the Airport's website, with links from City's main page
Review all comments and make appropriate updates	2/5/22 – 3/6/23	Review and include relevant comments into report
Final Version to Airport Commission	3/6/23	Final version to Airport Commission for review
Final Version to City Council	3/27/23	Final version to City Council for adoption

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4

Item 6.1
Development Agreement Amendment
Lassen Road Townhomes

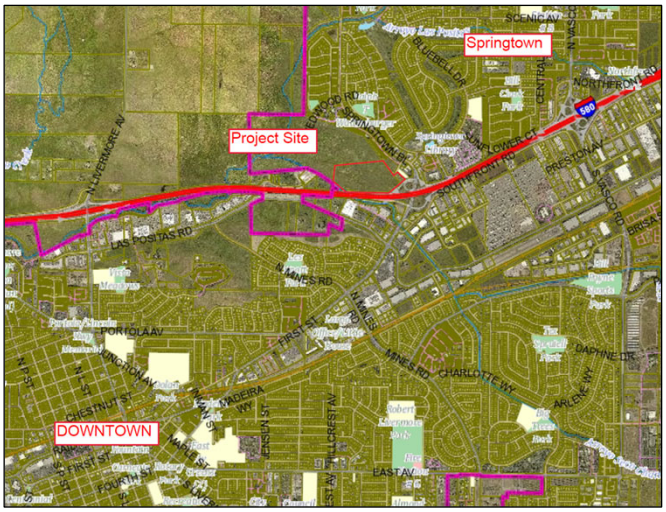
November 14, 2022

Presented by Andy Ross, Senior Planner

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1

Project Site Location and Context



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Background

- 186 Townhome Units
- Entitlements
  - General Plan Amendment
  - Zoning Map Amendment - Planned Development
  - Subdivision
  - Site Plan Design Review
  - Development Agreement
    - Off-site Improvements





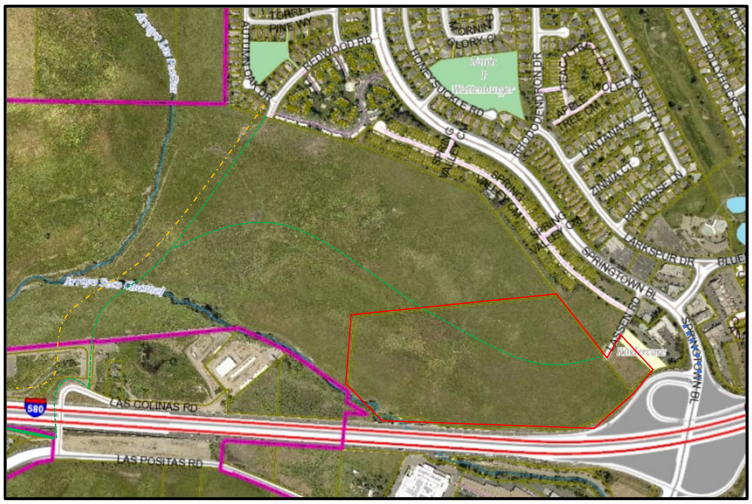




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Off-Site Improvements (Conceptual Location)



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Development Agreement Amendments

- Obligations Remain the Same
- Allows Adjustments to the Performance Schedule
- Responds to Construction and Regulatory Permitting Processes
- Financial Security and Criteria



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Recommendation

Planning Commission and Staff recommend the City Council:

1. Adopt a resolution finding the project is within the scope of the previously approved environmental documents for the project and direct staff to file a Notice of Determination
2. Introduce an ordinance amending Development Agreement 18-001 for the Lassen Road townhome project

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Permanent Local Housing Allocation Program Amended Five-Year Plan

Presented by Grace Streltzov
Management Analyst
November 14, 2022

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1

PLHA Grant Requirements

- The City is an entitlement recipient of Permanent Local Housing Allocation (PLHA) funds from the State of California Department of Housing & Community Development (HCD).
- The City of Livermore receives on average $250,000 each year in PLHA funds.
- The City is required to conduct a public hearing to consider adoption or amendment of the five-year PLHA plan for 2019-2023 allocations.

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PLHA Activities

Supportive Shared Housing



Lily House

REHABILITATION UNDERWAY

- Permanent Supportive Housing with Services for People With Developmental Disabilities
- 6 units serving households at or below 30% AMI
- Developer: Tri Valley REACH

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3

PLHA Activities

Vineyard Housing Resource Center



460 N. Livermore Avenue

UNDER CONSTRUCTION

- Permanent Supportive Housing with Services for People Experiencing Homelessness
- 24 units serving households at or below 30% AMI
- Developer: Housing Consortium of the East Bay

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4

Amended PLHA Budget

Activity	Estimated Total Allocation (5Yr Plan)
Shared Housing Rehabilitation & Expansion	$386,200 (Years 1 & 2)
"Vineyard 2.0" Housing Navigation & Operations	$865,040 (Years 3-5)
Est. Total PLHA	$1,251,240

5

Recommendation

Staff recommends the City Council adopt a resolution authorizing:

- An amended Permanent Local Housing Allocation (PLHA) five-year plan
- The City Manager to apply for PLHA funds from the State Department of Housing and Community Development for supportive shared housing projects and the Vineyard 2.0 housing resource center

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6



CREATIVE LIVERMORE:
A PLAN FOR THE FUTURE OF ARTS AND CULTURE

Brandon Cardwell, Director

Innovation and Economic Development Department

LIVERMORE

1

How We Got Here

- 2007 *artsAlive!* Cultural Arts Master Plan adopted
- 2019 Economic Development Strategic Plan developed
- 2020 RFP issued for consultant to lead new Cultural Arts Vision development
- 2021 Art Builds Community selected

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2

Background

- *artsAlive!* (2007) Four Strands:
  - Promote a unique sense of place—creation of a cultural district and development of facilities
  - Ensure visibility and vitality of cultural arts organizations, artists, and educators
  - Support a diverse range of publicly accessible options
  - Provide long-term, sustainable resources
- Successes:
  - Downtown Arts District
  - Bankhead Theater
  - Public Art Requirement
  - Arts Grant Program

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3

Purpose of New Cultural Arts Vision

1. Create an ambitious shared vision for the future of arts and culture in Livermore.
2. Identify the top arts and culture priorities of residents and community stakeholders.
3. Establish a framework for decision-making and prioritization of activities and resources over the next 10 years.

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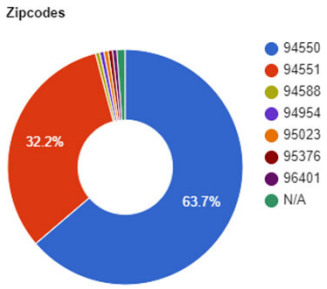
Timeline and Methodology

1. **Phase I – Spring 2021:** Research and Benchmarking
2. **Phase II – Summer/Autumn 2021:** Public Outreach and Engagement
3. **Phase III – Winter 2021/22:** Report Outline, Vision, Mission, and Goals
4. **Phase IV – November 2022:** Council Consideration of Creative Livermore

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Community Outreach



212
Survey Submissions
(online & paper)

168
Comments on CoUrbanize

9
Community Engagement Pop-ups

6
Focus Group or Public Meetings

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6

Benchmarking

Neighboring Cities

- Dublin
- Pleasanton
- San Ramon
- Walnut Creek

Other Benchmark Cities

- Ashland, OR
- Ashville, NC
- Mountain View
- Palo Alto
- San Luis Obispo

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7

Key Findings

1. Livermore is a local arts center with an active creative community and a variety of cultural venues where one can experience the arts.

2. Livermore has limited opportunities for youth and families to participate in arts activities that are diverse, accessible, and free to all.

3. Livermore will require stronger support systems for creative producers, including increased affordable production space for the arts, to sustain and grow its cultural ecosystem.

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8

Community Vision

Livermore is a regional destination for the arts with a flourishing cultural eco-system that encourages participation and inspires diverse thought, conversation, and connection.

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9

City Arts Mission

Strengthen Livermore's arts and culture ecosystem.

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Goals

- **Partner** with external organizations to create and promote arts and cultural experiences for residents and visitors to the Tri-Valley area.
- Drive **diversity, equity, and inclusion** across the arts and culture.
- Support participatory arts and cultural **opportunities for youth and families**.
- Develop adequate **resources** and ensure alignment between arts and culture investments and other community priorities.
- Create access to **affordable spaces** for artists and arts organizations.

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11

Implementation

This document, combined with other inputs such as Council and partner priorities, will be used as a tool for decision-making and prioritization:

- Budget (IEDD & Public Art)
- Commission Activities
- External Partnerships

LIVERMORE CALIFORNIA

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Council Member	Committee Meeting Date	Committee	Agenda Link
Mayor Woerner	10/25/2022	Advisory Body Interviews	
Mayor Woerner	10/26/2022	LVCC Board of Directors	
Mayor Woerner	10/28/2022	East Bay Regional Communications System Authority	http://www.ebrcsa.org/meetings.page
Mayor Woerner	11/2/2022	Chamber Business Alliance	
Mayor Woerner	11/6/2022	Tri Valley Veterans Day Parade	
Mayor Woerner	11/9/2022	Tri Valley San Joaquin Regional Rail Authority	https://www.valleylinkrail.com/valleylink-project
Mayor Woerner	11/10/2022	Local Agency Formation Commission	https://alamedalafco.org/

Council Member	Committee Meeting Date	Committee	Meeting Type	Committee Report: Summary
Vice Mayor Bonanno	11/11/2022	Livermore VFW Veterans Day Ceremony	Sub-committee	
Vice Mayor Bonanno	10/26/2022	Climate Action Sub-committee	Sub-Committee	
Vice Mayor Bonanno	10/26/2022	Livermore-Amador Valley Transit Authority	Long Range Strategic Planning	
Vice Mayor Bonanno	10/27/2022	Alameda County Transportation Commission (ACTC)	Board Meeting	
Vice Mayor Bonanno	11/7/2022	Livermore-Amador Valley Transit Authority	Board Meeting	Approved selection of Christy Wegener as LAVTA Executive Director
Vice Mayor Bonanno	11/9/2022	Doolan Canyon Regional Preserve Site Visit	Site Visit	With Pleasanton Mayor, et al. received briefing from EBRP staff on status of Doolan Canyon properties and long-term plan.
Vice Mayor Bonanno	11/9/2022	Climate Action sub-committee	Sub-committee	
Vice Mayor Bonanno	11/14/2022	Alameda County Transportation Commission (ACTC)	Programs and Projects Committee (PPC)	

Council Member	Committee Meeting Date	Committee	Meeting Type
Council Member Carling	10/26/2022	Stop Waste	board meeting
Council Member Carling	10/26/2022	Employee appreciation luncheon	
Council Member Carling	10/27/2022	League of California Cities East Bay Division	
Council Member Carling	10/27/2022	Tri-Valley Council - Affordable Housing Committee	

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type	Committee Report: Summary
Council Member Munro	10/26/2022	Employee Appreciation Lunch		Celebration of our city staff!	
Council Member Munro	10/27/2022	Tri-Valley Council - Affordable Housing Committee		Committee	Presentation on Housing Legislation Updates by Samantha Caygill from the League of California Cities.
Council Member Munro	10/27/2022	League of California Cities East Bay Division		Division Meeting	Presentation on Misinformation and Civil Discourse by League of Women Voters.
Council Member Munro	10/30/2022				Attended Diwali Festival in the Park at Misty Circle, then Darshana at the Livermore Library.
Council Member Munro	11/2/2022	Livermore Cultural Arts Council		Special Board Meeting	LCAC met to determine whether to bring new by-laws to individual groups for approval and voted to do so. As the committee representative, I plan to vote yes on these bylaws.
Council Member Munro	11/4/2022	East Bay Community Choice Energy Joint Powers Authority	https://ebce.org/meetings/marketing-regulatory-and-legislative-subcommittee-meeting-11-4-22/	Marketing, Regulatory, and Legislative Subcommittee	Discussion of Inflation Reduction Act of 2022; IMarketing and Account Services Update
Council Member Munro	11/5/2022			Attended Dia de los Muertos Event at Livermore Public Library	Wonderful, well-attended event hosted by the Library!
Council Member Munro	11/6/2022			Diwali Celebration at Shea Plaza	
Council Member Munro	11/6/2022			Veteran's Day Parade in Pleasanton	
Council Member Munro	11/7/2022			Met with 3rd grade students from Marylin Ave. School.	
Council Member Munro	11/7/2022			VirTra demonstration by LPD	