LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, MAY 9, 2022

REGULAR HYBRID MEETING – 7:00 PM

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

IN PERSON INFORMATION:
CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBERS
1016 S. LIVERMORE AVENUE

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

ZOOM WEBINAR:
https://us02web.zoom.us/j/85773212974

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 857 7321 2974

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

1. CLOSED SESSION - None.

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

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

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 presented to Assistant Public Works Director Jeff Shafer declaring May 15-21, 2022 as Public Works Week.

Recommendation:
Staff recommends City Council proclaim May 15-21, 2022 as Public Works Week.

Staff Report
Attachments:
1. Proclamation

3.2 Proclamation declaring May as Jewish American Heritage Month presented to Rabbi Milder of Congregation Beth Emek.

Recommendation:
Staff recommends the City Council declare May as Jewish American Heritage Month.

Staff Report
Attachments:
1. Proclamation

4. CITIZENS FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Citizens Forum.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- To provide public comment virtually, please log into Zoom and use the 'raise hand' feature.
- 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.
- Citizens Forum will conclude after 30 minutes; however, if there are additional speakers, Citizens Forum will reconvene before the meeting adjourns.

5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card if in person or use the 'raise hand' feature if participating using Zoom.

5.1 Approval of draft minutes - April 11, 2022 Regular Meeting and the April 22, 2022 Special Meeting.

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

Staff Report
Attachments:
1. 2022-04-11 Draft Meeting Minutes
2. 2022-04-22 Draft Meeting Minutes

5.2 Adoption of an ordinance amending Livermore Municipal Code (LMC) Chapter 8.14 Public Nuisances to add Safe Storage of Firearm provisions to effectively regulate the safe storage of a firearm in a residence.

Recommendation:
Staff recommends the City Council **adopt an ordinance** amending Livermore Municipal Code (LMC) Chapter 8.14 Public Nuisances and adding “Unsafe Storage of Firearms" provisions to Chapter 8.14 to effectively regulate the safe storage of a firearm in a residence.

Staff Report
Attachments:
1. Ordinance

5.3 Resolution authorizing execution of the first amendment to the agreement with Terracare Associates for citywide landscape maintenance services to increase the total compensation by $885,000 to an amount not-to-exceed $3,900,000.

Recommendation:
Staff recommends City Council adopt a resolution authorizing the City Manager to execute an amendment to the City’s current agreement with Terracare Associates to increase the total compensation to an amount not-to-exceed $3,900,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Amendment to the Agreement with Terracare Associates

5.4 Resolution authorizing execution of a second amendment to the agreement with West Coast Arborists, Inc., for tree and shrub pruning and maintenance services, extending the term of the

agreement for an additional two-year period and increasing the total compensation amount by $323,000 for a total amount not-to-exceed $788,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the execution of a second amendment to the agreement with West Coast Arborists, Inc. to extend the term of the agreement for an additional two-year period and increase the total compensation amount by $323,000 for a total amount not-to-exceed $788,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - West Coast Arborists, Inc. Agreement Amendment

5.5 Resolution to approve the commitment of up to $2,234,749 of the City of Livermore's Base City Allocation of Alameda County Measure A1 Countywide Housing Bond to finance the development of the Pacific Avenue Senior Housing project.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Approving the commitment of up to $2,234,749 of Alameda County Measure A1 Housing Bond Livermore Base City Allocation funds to Satellite Affordable Housing Associates for the Pacific Avenue Senior Apartments project; and
2. Authorizing the City Manager, or his designee, to take such actions and execute all documents necessary to facilitate the Alameda County Measure A1 Housing Bond Base City Allocation commitment of funds for the Pacific Avenue Senior Apartments project.

Staff Report
Attachments:
1. Resolution

5.6 Resolution finding that the Altamont Landfill Open Space Committee's recommendation to expend up to $160,103 for a Phase II Study to identify wildlife connectivity along I-580/Altamont corridor is consistent with the Altamont Landfill Settlement Agreement, authorizing execution of an agreement with Altamont County Resource Conservation District (ACRCD) to conduct the Phase II study in an amount not-to-exceed $160,103 and accepting the Committee's approved list of priority areas.

Recommendation:
Staff recommends the City Council adopt a resolution to:

1. Find the Altamont Landfill Open Space Committee's recommendation to expend up to $160,103 of Altamont Open Space Funds to the Alameda County Resource Conservation District (ACRCD) and University of California, Davis to conduct a Phase II study to identify and evaluate wildlife connectivity along the I-580/Altamont corridor is consistent with the Altamont Landfill Settlement Agreement.
2. Authorize the City Manager, or designee, to execute an agreement with ACRCD to

conduct the Phase II study in an amount not-to-exceed $160,103.

3. Accept the Committee's recommendation to confirm the Eastern Alameda County Open Space Priority List, and that the List will be further refined by the Committee using the new U.C. Berkeley mapping tool and the Phase I and II I-580/Altamont wildlife connectivity study results to guide funding of future open space acquisition applications.

Staff Report

Attachments:

1. Approved Open Space Committee Acquisitions
2. Alameda County Resource Conservation District Support Letter
3. Applicable General Plan Policies
4. Resolution
5. Exhibit A - Agreement with ACRCD for Phase II study
6. Exhibit B - List of Proposed Priority Areas

5.7 Resolution authorizing the execution of Project and Program Grant Agreements 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. Cheza Nami Foundation, Inc.- $10,000 for the 10th annual *Taste of Africa Festival*
2. Las Positas College Foundation- $4,000 for the *2022 Las Positas College Literary Festival ("LPC Lit Fest")*
3. Livermore Art Association- $4,000 for the *2022 Livermore Art Association Spring Art Show*
4. Livermore Valley Joint Unified School District- $6,650 for an *original cast album recording of the theater production titled "[INSERT future HERE]"*
5. Livermore Valley Opera- $8,000 for the *Education and Community Outreach Programs*
6. Livermore Valley Performing Arts Center- $1,250 for performances at *Artwalk 2022*

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Cheza Nami Foundation Inc.
3. Exhibit B - Las Positas College Foundation Agreement
4. Exhibit C - Livermore Art Association Agreement
5. Exhibit D - Livermore Valley Joint Unified School District Agreement
6. Exhibit E - Livermore Valley Opera Agreement
7. Exhibit F - Livermore Valley Performing Arts Center Agreement

5.8 Approval of "Dream Big" Mural at 150-170 North L Street.

Recommendation:

The Commission for the Arts and staff recommend the City Council approve the "Dream Big" Mural.

Staff Report

Attachments:

1. Dream Big Mural Concept

5.9 Resolution approving a Tourism and Special Event Grant application and authorizing execution of an agreement with Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company (SPARC) in the amount of $2,000.

Recommendation:

Staff recommends the City Council authorize the execution of an agreement with Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company (SPARC) for their event Shakespeare in the Vineyards, in the amount not-to-exceed $2,000.

Staff Report

Attachments:

1. Resolution No. 2021-156
2. Resolution
3. Exhibit A - Grant Agreement

6. PUBLIC HEARINGS

6.1 Hearing to consider a request for Site Plan Design Review and Vesting Tentative Tract Map to develop the northwest corner of North Canyons Parkway and Triad Place. The development consists of three-story condominium buildings with 112 total units, including 22 units affordable to median and moderate-income levels, and 12 accessible units. The applicant has submitted for a density bonus under Government Code section 65915.

Recommendation:

The Planning Commission and staff recommend the City Council:

1. Adopt a resolution finding that the project is exempt from CEQA under CEQA Guidelines Sections 15182 (c) and 15183; and
2. Adopt a resolution approving Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005, together with the requested Density Bonus incentive/concession, subject to the attached Conditions of Approval.

Staff Report

Attachments:

1. Planning Commission Report
2. Draft Planning Commission Meeting Minutes
3. Development Plans
4. Conditions of Approval
5. Preliminary Application
6. Density Bonus Incentive Request
7. Specific Plan Link
8. Specific Plan EIR Link

9. INSP Land Plan
10. Public Comment
11. Resolution - CEQA
12. Exhibit A - Planning Commission Resolution 03-22
13. Resolution - Project
14. Exhibit A - Planning Commission Resolution 04-22
15. Exhibit B - Conditions of Approval

6.2 Hearing to authorize negotiation of a Development Agreement with Isabel Portola Owner, LLC for a mixed-use project with residential, office, and neighborhood-serving commercial uses within the Isabel Neighborhood Specific Plan.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing staff to enter into negotiations on a Development Agreement (DA 22-001) with Isabel Portola Owner, LLC to secure development consistent with the Isabel Neighborhood Specific Plan, with final approval of the Development Agreement subject to City Council review.

Staff Report
Attachments:
1. Location Map
2. Resolution

6.3 Hearing to determine if the rates charged by Livermore Sanitation, Inc. for solid waste and recycling collection services, effective July 1, 2022, comply with the approved rate methodology and approval of an associated agreement for Rate Year 13.

Recommendation:
Staff recommends the City Council:

1. Hold a public hearing
2. Adopt a resolution approving rates listed in Exhibit H of the Second Amended and Restated Agreement for Solid Waste, Recyclable Materials, and Compostable Materials Services effective July 1, 2022; and
3. Approve an amendment describing the revenues allocated to the rate reserve fund for Rate Year 13.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Revised Exhibit H to the Franchise Agreement
3. Exhibit B - Amendment to Franchise Agreement

7. MATTERS FOR CONSIDERATION

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

9. ADJOURNMENT

To a Special City Council Workshop on Monday, May 16, 2022 at 5:00 pm, Civic Center Meeting Hall, City Council Chambers, 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

10.2 Supplemental materials received at the meeting.

Staff Report

Attachments:

1. Items Received at the Meeting

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

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

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

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office

(cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org

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

Zoom Webinar: https://us02web.zoom.us/j/85773212974
Zoom dial in phone number: 1 669 900 6833
Meeting ID: 857 7321 2974

If you would like to deliver written materials to the City Council as part of your public comments, and are commenting in person, please provide 10 copies to the City Clerk with your speaker card. If you are commenting using Zoom, the speaker must identify that intent in his or her comment 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://cityoflivermore.net/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://cityoflivermore.net/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: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Proclamation presented to Assistant Public Works Director Jeff Shafer declaring May 15-21, 2022 as Public Works Week.

RECOMMENDED ACTION

Staff recommends City Council proclaim May 15-21, 2022 as Public Works Week.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Kathy Hughes
Administrative Assistant

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Declaring

National Public Works Week

May 15 – May 21, 2022

***WHEREAS**, the Public Works Department is an integral part of our City and our residents' everyday lives; and*

***WHEREAS**, the Public Works Department encompasses Water, Sewer, Streets, Lighting, Landscaping, Fleet, Facilities, Solid Waste and Recyclables Collection, Asset Management, and Airport Operations; and*

***WHEREAS**, the health, safety and comfort of Livermore residents depends on the efforts and skills of the Public Works Employees; and*

***WHEREAS**, The American Public Works Association has declared the week of May 15-21, 2022 as National Public Works Week, in recognition of the importance of the hard work and dedication of Public Works employees; and*

***WHEREAS,** the theme for National Public Works Week 2022 is "Ready and Resilient" which highlights the ability of Public Works Employees to perform their duties and be ready at a moment's notice to react as a first responder during a crisis or natural disaster;*

***NOW, THEREFORE**, the City Council of the City of Livermore proclaims the week of May 15-21, 2022 as Public Works Week in the City of Livermore, and encourages residents to recognize the contributions that Public Works staff make every day to our health, safety, comfort and quality of life.*

Bob Woerner

Mayor Bob Woerner

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Gina Bonanno

Vice Mayor Gina Bonanno

Robert W. Carling

Council Member Robert W. Carling

B Kiick

Council Member Brittni Kiick

Council Member Patricia K. Munro

LIVERMORE
CALIFORNIA

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

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Marc Roberts, City Manager

SUBJECT: Proclamation declaring May as Jewish American Heritage Month presented to Rabbi Milder of Congregation Beth Emek.

RECOMMENDED ACTION

Staff recommends the City Council declare May as Jewish American Heritage Month.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Stephanie Egidio
Management Analyst

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Declaring

Jewish American Heritage Month

May 2022

***WHEREAS**, Jewish Americans have been an important part of the American story and have greatly contributed to all areas of American life and culture since our nation's earliest days; and*

***WHERESAS**, on April 20, 2006, the Federal Government proclaimed May as Jewish American Heritage Month, stating, "As a nation of immigrants, the United States is better and stronger because Jewish people from all over the world have chosen to become American citizens"; and*

***WHEREAS**, generations of Jews have fled to the United States in search of a better life for themselves and their families, and these immigrants made invaluable contributions in support of equality and civil rights through their leadership and achievements; and*

***WHEREAS,** Jewish Americans connect to their Jewish identity in a variety of ways, such as culturally, ethnically, religiously and by following Jewish ethics and values; and*

***WHEREAS,** Jewish Americans are racially, ethnically, socially, politically and economically diverse, with approximately 12-15 percent of Jews in the United States being individuals of color; and*

***WHEREAS,** the City of Livermore recognizes the rich and diverse heritage of the Jewish American community and is enriched by the cultural contributions of local Jewish institutions and synagogues;*

***NOW THEREFORE**, the City Council of the City of Livermore proclaims the month of May as Jewish American Heritage Month in appreciation of the achievements and contributions made by members of the Jewish community and calls upon all residents to celebrate Jewish Americans who have weaved the fabric of our country and community.*

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. 5.1**

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Approval of draft minutes - April 11, 2022 Regular Meeting and the April 22, 2022 Special Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2022-04-11 Draft Meeting Minutes
2. 2022-04-22 Draft Meeting Minutes

Prepared by: Marie Weber
City Clerk

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
APRIL 11, 2022

CIVIC CENTER MEETING HALL GRAND OPENING RECEPTION - 6:30 pm

REGULAR MEETING

1. CALL TO ORDER – The meeting of the City Council was called to order by Mayor Bob Woerner at 7:03 pm, held in-person at 1016 S Livermore Ave and remotely using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno and Council Members Robert W. Carling, Brittni Kiick and Trish Munro

PLEDGE OF ALLEGIANCE

Boy Scouts Troop 939 presented the colors and led the pledge of allegiance. The troop also presented a flag with historical use in honor of the inaugural April 11, 2022, City Council Meeting.

Mayor Woerner added a Land Dedication to this portion of the agenda.

LAND DEDICATION

Mayor Woerner acknowledged Ohlone land as the location of the new Civic Center Meeting Hall at 1016 S Livermore Ave and requested a moment of silence.

2. PROCLAMATIONS AND PRESENTATIONS

2.1 Proclamation declaring April 24-30, 2022 as National Crime Victims' Rights Week presented to Jenifer Mello, South County Victim Advocate Supervisor from the Alameda County Victim/Witness Division.

Recommendation: Staff recommended City Council proclaim April 24-30, 2022 as National Crime Victims' Rights Week.

THE MAYOR PRESENTED THE PROCLAMATION TO THE ALAMEDA COUNTY VICTIM/WITNESS DIVISION.

2.2 Proclamation declaring April 29, 2022 as Arbor Day in the City of Livermore presented to Jeff Shafer, Assistant Public Works Director

Recommendation: Staff recommended City Council proclaim April 29, 2022 as Arbor Day in the City of Livermore.

THE MAYOR PRESENTED THE PROCLAMATION TO ASSISTANT PUBLIC WORKS DIRECTOR JEFF SHAFER

2.3 Poet Laureate annual update and poem presented by Cynthia Patton, City of Livermore Poet Laureate

Recommendation: Staff recommended City Council accept the update.

Poet Laureate Cynthia Patton recited an original poem in honor of the inaugural April 11, 2022 City Council meeting in the new Civic Center Meeting Hall.

THE CITY COUNCIL RECEIVE THE UPDATE.

3. CITIZENS FORUM

Mayor Woerner opened the public comment period.

Sherri Souza provided comment.

Jim Johnson provided comment.

John Marchand provided comment.

Carrie Oldes provided comment.

David McGaigan provided comment.

Jackie Cota provided comment.

Doug Mann provided comment.

Michael Ferrucci provided comment.

Michelle provided comment.

Marnie Steele provided comment.

James Linhart provided comment.

Thomas Keller provided comment.

Tony Camp provided comment.

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

4. CONSENT CALENDAR

Mayor Woerner opened the public comment period.

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

ON THE MOTION OF CM MUNRO, SECONDED BY CM KIICK, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR.

4.1 Approval of draft minutes - March 21, 2022 Special Meeting, March 26, 2022 Special Meeting, and March 28, 2022 Regular Meeting.

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

4.2 **Adopt Ordinance 2133** amending Title 2, Chapter 2.14, Elections, of the Livermore Municipal Code regarding City Council Districts and amending the boundaries and descriptions of the districts as indicated in Exhibit A

Recommendation: Staff recommended City Council adopt an Ordinance amending Title 2, Chapter 2.14, Elections, of the Livermore Municipal Code updating the City Council District Map and amending the boundaries and descriptions of each District.

4.3 Resolutions authorizing the acceptance of grant funds from Alameda County Transportation Commission for the Robertson Park/Concannon and Epson/Concannon Crossing Improvements and approving an appropriation of $217,000 for the Concannon Blvd. at Robertson Park Rd. Crossing Enhancements Active Transportation Plan (ATP), Project Number 2021-35.

Recommendation: Staff recommended the City Council adopt resolutions:
1. **Resolution 2022-038** Authorizing the City Manager or designee to sign all grant documents and accept funds from Alameda County Transportation Commission for the Robertson Park/Concannon and Epson/Concannon Crossing Improvements; and

2. **Resolution 2022-039** Approving an appropriation of $217,000 for the Concannon Blvd. at Robertson Park Rd. Crossing Enhancements ATP, Project Number 2021-35, in FY 2022-23.

4.4 Resolutions authorizing acceptance of grant funds from Alameda County Transportation Commission for the Lawrence Elementary School Safe Routes to School Improvements at Portola Avenue and Enos Way and approving a supplemental appropriation of $123,000 in grant funds for the Crosswalk Safety Improvements 2022, Project Number 2022-06.

Recommendation: Staff recommended the City Council adopt resolutions:
1. **Resolution 2022-040** Authorizing the City Manager or designee to sign all grant documents and accept funds from Alameda County Transportation Commission for the Lawrence Elementary School Safe Routes to School

Improvements at Portola Avenue and Enos Way; and
2. **Resolution 2022-041** Approving a supplemental appropriation of funds in FY 2022-23 for the Crosswalk Safety Improvements 2022, Project Number 2022-06.

4.5 Resolution 2022-042 ratifying an agreement with the California State Library to accept a $27,274 grant to be used to support the Livermore Public Library's English as a Second Language (ESL) programs and services, and approving appropriation of these funds during FY 2021-22

Recommendation: Staff recommended the City Council adopt a resolution:
1. Ratifying the City's acceptance of $27,274 in grant funds from the California State Library to be used by the Livermore Public Library for English as a Second Language (ESL) services, supplies, supports, and programs.
2. Approving the appropriation authorizing the expenditure of the accepted funds in FY 2021-22.

4.6 Resolution 2022-043 authorizing the execution of an agreement with artist Cecilia Lueza, for the acquisition and oversight of the installation of the outdoor art sculpture entitled "Influx" at the entry point to Livermore's Springtown District, in an amount not-to-exceed $40,000.

Recommendation: staff recommended the City Council adopt a resolution authorizing the City Manager or his designee to execute the Artwork Acquisition Agreement with the artist Cecilia Lueza in the not-to-exceed amount of $40,000, which is budgeted as part of the Citywide Sculptures Project #202122 of FY 2021-23 Capital Improvement Plan, and covered by City Public Art Funds.

4.7 Resolution 2022-044 authorizing execution of an agreement with Mydatt Services, Inc d/b/a Block By Block to provide Community Ambassador and Bio-Hazard Clean-Up services in an amount not-to-exceed $272,400

Recommendation: staff recommended the City Council adopt a resolution authorizing the City Manager, or his designee, to approve and enter into an agreement with Mydatt Services, Inc. d/b/a Block by Block to provide the Community Ambassador Program and Bio-Hazard Clean-Up services in the amount not-to-exceed $272,400.

4.8 Resolution 2022-045 authorizing the execution of a subordination agreement with Fremont Bank for the City’s Deeds of Trust recorded on the properties located at 1031 and 1045 Bluebell Drive, and authorizing the City Manager to negotiate with the Livermore Housing Authority for new and restated loan and Regulatory Agreements on the properties

Recommendation: staff recommended the City Council adopt a resolution authorizing:
1. The City Manager to execute a Subordination Agreement with Fremont Bank, in substantially the form attached as Exhibit A to the Resolution, and subject to final form approval by the City Attorney for the City’s Deeds of Trust on

1031 and 1045 Bluebell Drive.

2. The City Manager or his designee to negotiate new and/or restated loan and Regulatory Agreements with the Livermore Housing Authority (LHA) for the properties located at 1031 and 1045 Bluebell Drive using the terms described in the letter agreement between the City and LHA, attached as Exhibit B to the Resolution.

4.9 Resolution 2022-046 authorizing a lease agreement with CityServe of the Tri-Valley for office space at the Multi-Service Center, 3311 Pacific Avenue

Recommendation: staff recommended the City Council adopt a resolution authorizing execution of a lease agreement with CityServe of the Tri-Valley for office space at the Multi-Service Center, 3311 Pacific Avenue.

4.10 Resolution 2022-047 authorizing the acceptance for permanent maintenance and release of the security bonds for the Miscellaneous Corrective and Incomplete Work at the Civic Center Meeting Hall, Project 2004-3901.

Recommendation: staff recommended the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the Miscellaneous Corrective and Incomplete Work at the Livermore Civic Center Meeting Hall, Project 2004-3901.

4.11 Resolution 2022-048 directing the City Engineer to file the Annual Engineer's Report for the City's Landscape Maintenance Districts

Recommendation: staff recommended the City Council adopt a resolution directing the City Engineer to file the Annual Engineer's Report for the City's Landscape Maintenance Districts.

4.12 Resolution 2022-049 approving the City of Livermore Cybersecurity Policy

Recommendation: staff recommended City Council approve the City of Livermore Cybersecurity Policy.

4.13 Resolution 2022-050 approving the City of Livermore Salary Plan as of May 2022 in accordance with California Code of Regulations, Title 2, Section 570.5.

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

4.14 Resolution 2022-051 terminating the proclamation of local emergency (COVID-19) and the temporary suspension and revision of the City Council Meeting Rules of Procedure in Response to the COVID-19 pandemic

Recommendation: staff recommended City Council adopt a resolution

terminating the proclamation of local emergency, 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.

5. PUBLIC HEARINGS

5.1 Hearing to consider proposed Livermore Municipal Water rates and charges for calendar years 2023 through 2027

Recommendation: staff recommended that the City Council:
1. Conduct a public hearing for proposed water rates; Mayor Woerner opened the public hearing.
2. Determine if a majority protest exists; and
3. If a majority protest does not exist, adopt a resolution amending water rates and charges for calendar years 2023 through 2027.

Management Analyst II Anthony Smith presented the staff report.

Mayor Woerner opened the public hearing.

There were no speakers and the hearing was closed.

City Clerk staff conducted a facial review of received written protests; reporting four (4) were received resulting in no majority protest.

ON THE MOTION OF CM MUNRO, SECONDED BY VM BONANNO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2022-052 Adopting the April 2022 Water Rate Study, Approving Water Rate Increases as Identified in the Study, and Amending Water Rates and Charges for Calendar Years 2023 Through 2027

5.2 Hearing to introduce an ordinance adding section 2.36.200 to the Livermore Municipal Code in compliance with the requirements of Assembly Bill 481 (an act to add sections 7070 through 7075 to the Government Code, relating to military equipment).

Recommendation: staff recommended City Council:
1. Conduct a Public Hearing to receive input and comments on the proposed equipment policy.
2. Introduce an Ordinance adding Section 2.36.200 entitled, “Military Equipment Policy” to the Livermore Municipal Code in compliance with Assembly Bill 481.

Police Captain Jason Boberg presented the staff report.

Mayor Woerner opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF CM CARLING, SECONDED BY VM BONANNO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL INTRODUCED THE FOLLOWING ORDINANCE:

Ordinance introduced adding Section 2.36.200 *Military Equipment Policy* to the Livermore Municipal Code in compliance with Assembly Bill 481

The City Council recessed for a 10-minute break.

5.3 Hearing to consider a proposal to amend the Downtown Specific Plan regarding outdoor dining, outdoor dining guidelines, and amend the Livermore Municipal Code, adding Chapter 5.6, Outdoor Dining Permit, to establish an Outdoor Dining Ordinance, including a permitting process.

Recommendation: The Planning Commission and staff recommended the City Council:
1. Adopt resolutions finding that the project is exempt under the California Environmental Quality Act and that the project is consistent with the 2009 Subsequent Environmental Impact Report for the Downtown;
2. Adopt a resolution approving Specific Plan Amendment (SPPA) 22-002 for changes to outdoor dining standards in the Downtown Specific Plan; and
3. Introduce an Ordinance amending Title 5, adding Chapter 5.60 Outdoor Dining Permit, of the Livermore Municipal Code

Assistant Planner Sukhamrit Purewal presented the staff report.

Mayor Woerner opened the public hearing.

Ruby Villareal, Livermore Downtown, Inc. provided comment.

Jackie Cota provided comment.

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

ON THE MOTION OF VM BONANNO, SECONDED BY CM MUNRO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS AND INTRODUCED THE FOLLOWING ORDINANCES:

Resolution 2022-053 finding that the specific plan amendment and the Municipal Code amendment are exempt from the provisions of the California Environmental Quality Act
Specific Plan Amendment (SPPA) 22-002; Municipal Code Amendment (Muni) 22-001

Resolution 2022-054 finding the environmental impacts of Specific Plan Amendment (SPPA) 22-002 and Municipal Code Amendment (MUNI) 22-001 are within the scope of the 2003 General Plan and Downtown Specific Plan

Environmental Impact Report (State Clearing House No. 2003032038) and the 2009 Final Subsequent Environmental Impact Report (State Clearing House No. 2008092085)

Resolution 2022-055 Approving Specific Plan Amendment (SPPA) 22-002

Introduced Ordinance adding Livermore Municipal Code Title 5 Business Regulations Chapter 5.60 *Outdoor Dining Permit*

6. MATTERS FOR CONSIDERATION

6.1 Resolution approving the 2022 revised Meeting Rules of Procedure for the City of Livermore Advisory Bodies

Recommendation: Staff recommended the City Council adopt a resolution approving the revised Meeting Rules of Procedure for eleven of the City's advisory bodies to conform them to the City Council Meeting Rules of Procedure, add clarification, streamline administrative processes, extend the term for the Community Asset Management Program Outreach Committee and Climate Action Plan Advisory Committee, and confirm prior direction related to advisory body meetings.

Deputy City Clerk Debbie Elam presented the staff report.

Mayor Woerner opened the public comment period.

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

ON THE MOTION OF CM KIICK, SECONDED BY CM CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2022-056 Approving the 2022 Revised Meeting Rules of Procedure for the City of Livermore Advisory Bodies

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

Livermore Amador Valley Transit Authority (LAVTA), CM Kiick reported attendance at the April 4, 2022, board of directors meeting.

8. ADJOURN TO CLOSED SESSION

The City Council recessed into closed session.

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order

by Mayor Bob Woerner at 10:06 pm, held in-person at 1016 S Livermore Ave and remotely using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno, and Council Members, Robert W. Carling, Brittni Kiick and Trish Munro.

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

Mayor Woerner opened the public comment period.

John Marchand provided comment for item 9.1.2

Graham Talaber provided comment for item 9.1.2

Doug Mann provided comment for item 9.1.2

Bianca provided comment for item 9.1.2

Connie Huang provided comment for item 9.1.2

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

The City Council adjourned to Closed Session.

9. CLOSED SESSION

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

1. Tolbert v. Livermore, et al., United States District Court for the Northern District of California, Case No. 4:21-cv-05174-YGR

2. Save the Hill Group v. Livermore, et al, California Court of Appeal, First Appellate District, Division Five, Case No. A161573; Alameda County Superior Court Case No. RG19020186

The City Council reconvened into the Regular Meeting.

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala said there was no reportable action.

10. ADJOURNMENT – at 10:58pm to a Regular City Council meeting on Monday, April 25, 2022 at 7:00 pm, held in the Civic Center Meeting Hall, City Council Chamber, 1016 S Livermore Ave and virtually using Zoom.

APPROVED: _____

BOB WOERNER, MAYOR

ATTEST: _____

MARIE WEBER, CITY CLERK

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
APRIL 22, 2022

CLOSED SESSION

1. CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor Bob Woerner at 5:00 pm, held via teleconference using Zoom and YouTube.

2. ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno, and Council Members, Robert W. Carling, Brittni Kiick and Trish Munro.

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

Mayor Woerner opened the public comment period.

There were no speakers and the hearing was closed.

1. ADJOURN TO CLOSED SESSION

3.1 PUBLIC EMPLOYEE EMPLOYMENT: Public employee recruitment pursuant to Government Code section 54957(b).

Title of position to be filled: City Manager.

REPORT OF ACTION TAKEN IN CLOSED SESSION

Mayor Woerner said there was no reportable action.

8. ADJOURNMENT – at 5:26 pm to a regular City Council meeting on April 25, 2022 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
BOB WOERNER, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Adoption of an ordinance amending Livermore Municipal Code (LMC) Chapter 8.14 Public Nuisances to add Safe Storage of Firearm provisions to effectively regulate the safe storage of a firearm in a residence.

RECOMMENDED ACTION

Staff recommends the City Council **adopt an ordinance** amending Livermore Municipal Code (LMC) Chapter 8.14 Public Nuisances and adding “Unsafe Storage of Firearms" provisions to Chapter 8.14 to effectively regulate the safe storage of a firearm in a residence.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance

Prepared by: Kelly Johnson
Administrative Assistant

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING LIVERMORE MUNICIPAL CODE CHAPTER 8.14 TO ADD SAFE STORAGE OF FIREARM PROVISIONS TO THE PUBLIC NUISANCES ORDINANCE

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

Section 1. *Amendment.* The Livermore Municipal Code is amended as shown 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 Municipal Code, which publication shall only reflect the final language.

A. In Section 8.14.020, the definition of "Firearm" is added in alphabetical order prior to the definition of "Front Yard" as set forth below:

"Firearm" means a firearm as defined in California Penal Code Section 16520, as amended from time to time.

B. In Section 8.14.020, the definition of "Locked container" is added in alphabetical order prior to the definition of "Owner" as set forth below:

"Locked container" means a locked container as defined in California Penal Code Section 16850, as amended from time to time, and is listed on the California Department of Justice Bureau of Firearms roster of approved firearm safety devices.

C. In Section 8.14.020, the definition of "Residence" is added in alphabetical order prior to the definition of "Responsible party" as set forth below:

"Residence" means any structure intended or used for human habitation, including but not limited to houses, apartments, condominiums, rooms, in-law units, accessory dwelling units, motels, hotels, single room occupancy units (SROs), timeshares, mobile homes, and recreational and other vehicles where human habitation occurs.

D. In Section 8.14.020, the definition of "Trigger lock" is added in alphabetical order prior to the definition of "Vector" as set forth below:

"Trigger lock" means a trigger lock that is listed on the California Department of Justice's roster of approved firearms safety devices and that is identified as appropriate for that firearm by reference to either the manufacturer and model of the firearm or to the physical characteristics of the firearm that match those listed on the roster for use with the device under California Penal Code Section 23635.

E. In Section 8.14.030, subsection K is renumbered as subsection L and the new subsection K is added as set forth below:

K. Unsafe Storage of Firearms. Keeping a firearm within any residence unless the firearm is stored in a locked container or disabled with a trigger lock. This section shall not apply if the firearm is carried on the person of an individual in accordance with all applicable laws or the firearm is under the control of a person who is a peace officer under California Penal Code Section 830.

~~K.~~ L. Miscellaneous. The creation, maintenance, or mere existence of any of the following conditions:

1. The existence of any property condition which is unlawful or declared to be a public nuisance pursuant to any other provision in this code, including any violation of the Livermore Municipal or Development Code as defined in LMC 1.16.030.
2. A public nuisance as defined to be a nuisance by California Civil Code Section 3479 or 3480.
3. Any condition recognized in law or in equity as constituting a public nuisance, or any condition existing on a property which constitutes visual blight, or is a health or safety hazard to the community or neighboring properties.

F. In Subsection C of Section 8.14.060, the activities that may be abated by emergency procedures shall be amended to include the unsafe storage of firearms as set forth below:

C. Activities that violate emergency proclamations and orders, or that involve vectors, or unsafe storage of firearms, may be abated using the emergency abatement procedures set forth in LMC 8.15.040.

Section 2. *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 3. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 4. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the city of Livermore within fifteen days after its adoption.

Section 5. *Effective date.* This ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on _____, 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:

/s/ Kelly J. Trujillo
Kelly J. Trujillo
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing execution of the first amendment to the agreement with Terracare Associates for citywide landscape maintenance services to increase the total compensation by $885,000 to an amount not-to-exceed $3,900,000.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the City Manager to execute an amendment to the City's current agreement with Terracare Associates to increase the total compensation to an amount not-to-exceed $3,900,000.

SUMMARY

The Public Works Maintenance Division utilizes a combination of contract services, temporary laborers, and city staff to provide landscape maintenance throughout the City. The Maintenance Division now requires additional contract services to offset the loss of the temporary laborers used previously by the Division. The proposed amendment to the agreement for contract landscape services will provide the support needed to help maintain landscape areas in accordance with city standards. This includes maintenance of bike and walking paths, landscape maintenance district areas, and landscape areas along major arterial roadways.

DISCUSSION

Previously, the Maintenance Division of Public Works utilized the services of Express Employment Professionals to provide temporary labor services to complete a number of basic landscaping tasks. Due to evolving independent contractor laws within California, staff determined that temporary labor services are better suited to accomplish special projects rather than on-going maintenance activities. The reduction in labor that was previously provided by the temporary staffing service will be offset with additional contract services.

On February 25, 2021, the City of Livermore issued a Request for Proposals (RFP) to qualified landscape maintenance contractors requesting landscape maintenance services at specific sites throughout the city. Terracare was identified as the best value bidder and was awarded the contract at

the May 24, 2021, Council meeting. As Terracare currently provides excellent service to the city and has the experience and workforce necessary to take on maintenance responsibilities for additional landscape areas, staff recommends increasing the current agreement's not-to-exceed amount to complete this additional work.

The additional work will include the weekly landscape services for 23 Landscape Maintenance Districts, as well as providing maintenance service within the Downtown Maintenance District beginning July 1, 2022. The additional expense of contracting these areas is $442,500 annually, for a two-year total of $885,000 over the 2022-23 and 2023-24 fiscal years. The updated not-to-exceed amount including both the cost of maintaining the additional areas and the current agreement amount will be $3,900,000 for the term ending May 31, 2024.

The term of the contract and the option to extend for up to two additional two-year terms will remain in place, as well as the condition that the extensions be subject to mutual agreement and price increases not to exceed the Consumer Price Index (CPI) from the prior year.

FISCAL AND ADMINISTRATIVE IMPACTS

The agreement includes providing services for areas funded by Landscape Maintenance Districts (Fund 614) and the city's General Fund. Funding has been included in the Fiscal Year 2022-23 budget to provide sufficient funding to complete the landscape maintenance services between the two funds and will also be included in future budget cycles.

ATTACHMENTS

1. Resolution
2. Exhibit A - Amendment to the Agreement with Terracare Associates

Prepared by: Sean Prevette
Management Analyst II

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH TERRACARE ASSOCIATES IN AN AMOUNT NOT TO EXCEED $3,900,000.

The Maintenance Division of the Public Works Department is responsible for providing landscape maintenance in various areas throughout the City.

To assist in this obligation, the Public Works Department requires additional assistance from contract service providers. The City entered into an agreement with Terracare Associates on May 24, 2021, for landscape maintenance services after being selected through a Request for Proposals process. The City now desires to utilize the contract services of our current contractor, Terracare Associates, for the maintenance of additional landscape areas throughout the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, authorizes the City Manager to sign, on behalf of the City of Livermore, an amendment to the agreement with Terracare Associates, attached hereto as Exhibit A, for landscape maintenance services in an amount not-to-exceed $3,900,000. The City Manager will remain authorized to execute two 2-year extensions. If exercised, the percentage increase in cost for all services may not exceed the Consumer Price Index for all Urban Consumers (CPI-U) in the San Francisco-Oakland-Hayward, California area, from the prior calendar year CPI rate in April.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May _____, 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 Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Amendment to the Agreement with Terracare Associates

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2022, by and between the City of Livermore ("City"), a municipal corporation, and Terracare Associates ("Contractor"), a Colorado corporation.

RECITALS

On May 25, 2021, City and Contractor entered into an agreement for Contractor to provide City-wide landscape maintenance services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Contractor desire to amend the Original Agreement to add additional landscape maintenance areas and increase the total possible amount of compensation. This is the FIRST amendment to the Original Agreement.

AGREEMENT

NOW, THEREFORE, City and Contractor 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 5 (a) of the Original Agreement is amended to read as follows: The total compensation payable by City to Contractor for the Services SHALL NOT EXCEED the sum of $3,900,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A-1" to the First Amendment up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

   B. Exhibit A-1 includes maintenance service for an additional twenty-three Landscape Maintenance Districts not included in the Original Agreement, as well as additional landscape maintenance services within the Downtown Maintenance District.

2. These amendments are prospective and only apply to the Services rendered by Contractor 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.

CONTRACTOR: **Dated:** 4-18-2022

By: Brian Helgoe
Title: CEO

CITY OF LIVERMORE: **Dated:**

Marc Roberts
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

LANDSCAPE SERVICE FREQUENCY GUIDE

A Service – Weekly

- To be kept weed free
- To be kept free of litter
- Landscape plantings to be kept in neat and clean appearance at all-times
- Trash cans to be dumped weekly
- Sidewalks / Trails to be cleaned and free of encroaching trees and shrubs
- Trees are to be maintained to a height of 10 feet over sidewalks and 12 feet over roadways.
- Turf mowed weekly
- Turf to be edged every week
- Sprinkler heads to be trimmed around twice a month

B Service – Twice a month

- Weeds not to exceed more than four (4) inches in landscape
- Litter to be removed at each service
- Shrubs trimmed so that there is no more than six (6) inches of growth
- Trees to have suckers removed and trees maintained to a height of 10 feet over sidewalks and 12 feet over roadways
- Turf to be mowed twice a month
- Turf to be edged every other service
- Sprinkler heads to be trimmed around every service
- Trash cans to be serviced twice a month

C Service – Monthly

- Weeds not to exceed more than six (6) inches in landscape
- Litter to be removed at each service
- Shrubs to be trimmed quarterly
- Trees to have suckers removed and trees maintained to a height of 10 feet over sidewalks and 12 feet over roadways
- Turf to be mowed monthly
- Turf to be edged monthly
- Sprinkler heads to be trimmed around every service
- Trash cans to be serviced monthly

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

LMD	DESCRIPTIONS
L6	Monticello. On west side of Murrieta Blvd. from Cedar Drive to School District Office. On south side of Jack London from 125' west of Roma to 250' east of Turino. On Firenza St. from west end of Firenza Ct. to Placenza St.
L8	Tapestry. Concannon Blvd, north and south side, boundaries are Arroyo Rd to approx. 200 ft. east of Normandy Circle. Arroyo Rd, east side, 100' south of Latour Ave to Bess Ave, crosses over Concannon. Foscalina Way, east and west side, from Concannon to Merlot Lane. Two Normandy Circle entrances. Normandy Circle, east side, from Concannon to Tapestry Drive. Normandy Circle, west side, from Concannon to white barricade. Normandy Circle, east and west side, Concannon to Tuscany Ct. Normandy Way, east and west side, from Concannon to Merlot Lane.
L15	Sandhurst. North side of Concannon, boundaries are Isabel to Murdell. Landscape at end of Tourmaline Ct.
L16	Jack London Place. Boundaries are Curlew Rd to Rancho Elementary school on south side of Jack London.
L38	Prima. Concannon, south side, boundaries are Isabel to approx. 650' east of Prima Dr. Entry median on Prima Drive @ Concannon east side of Prima drive 50' south of Concannon. Median on Prima Drive @ Acorn Way. Median on Acorn Way @ Cascina Ct.
L2	Stratford Park. Located at Patterson Pass Rd and Vasco Road. Boundaries are the south side of Patterson Pass 50' east of Shelley St. to Vasco Rd Median and west side of Arlene Way, Vasco Rd. west side from Patterson Pass to Emily Way. Median and Backing lots on Daphne Drive and North side backing lot on Emily Way.
L39	Dunsmuir. Boundaries are East Ave. to Vasco Rd along Charlotte Way. See attached map
L44	Legacy Collection. Boundaries are NE corner of Mines Rd and Patterson Pass Rd, from Kyle Common to mow band on North Mines Rd. Approx. 300 ft.
L47	Birchwood. Boundaries are west side of Vasco Rd from 400' south of East Ave wrapping to the North side of East Ave extending to 125 feet west of Birchwood Common.
L53	Creekside Villas on Vasco Rd east side. Boundaries are 30' south of Forget Me Not Common going north to mow band on Vasco. Approx. 375 ft.

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

L54	Scenic Seven Hills. From mow band on east side of Vasco Rd. 170 ft. south of Scenic Ave. wrapping north to the south side of Scenic Ave. and extending east to Big Basin Rd. Includes median on Scenic Ave. and teardrop medians on Baltusrol, Winged Foot, and Riviera.
L61	Scenic Links on Vasco Rd East side. Boundaries are mow band 100' south of Augusta Way going north to 280' north of August Way.
L67	Altamar-Vasco Rd East side from 675 feet south of Garaventa Ranch Rd wrapping on to south side of Garaventa Ranch Rd to Altamar Way.
L69	Sonterra- From mow band on Vasco Rd west side approx. 450 ft south of Scenic Ave extending south 475 ft.
L74	Park Lane-South side of Scenic Ave, from Arrowhead Ave wrapping to west side of Vasco Rd extending south 475' to mow band. Includes turf and landscape park on Scenic@Vasco.
L75	Orchid Place- Vasco Rd west side from mow band approx. 235 ft north of Forget Me Not extending south to bike trail entrance includes landscape and paved bike trail form Vasco to Lobelia
L76	Dover Pl on Vasco Rd east side. Boundaries are mow band 325 feet south of Augusta way extending north 220 feet.
L78	LLNL- Landscape along east side of Vasco Road from East Ave to Patterson Pass Road.
L79	First Street- medians on First Street from O Street to S Street
L80	Magnolia Place- West side of Vasco Rd from 100' South of Forget Me Not extending South 315'
L81	The Vines- South side of east Avenue from 350' West of Vasco Wrapping onto Vasco and continuing 525' South along Vasco Rd.
L82	Alden Estates- South Side of Concannon From Murdell Ave going 740' West

PARKS

P1	Arroyo Rd Park-west side of Arroyo from 150' North of Arroyo Mocho Bridge extending south to Cartier Dr. Includes Park located on south side of bridge, walk bridge over Arroyo Mocho creek and sidewalk on north side of bridge.
P3	Centennial Park. Boundaries are South S St, 4th St, and Holmes St. One Large & One small turf area and shrubs at end of South S St.
P4	Dolon Park boundaries are Junction Ave and Ladd Ave. adjacent to Junction Avenue Middle School.

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

P5	East Ave Greens-2 triangles north and south side of East Ave. South triangle boundary is East Ave, McLeod and Sixth. North triangle boundary is East Ave, McLeod and Fifth.
P6	Fifth St. Park-Boundary is South Livermore, Fifth and South H street.
P7	DT Hansen. Boundaries are First St, So. S Street. Triangle intersection at west end of First St. Turf & Landscape at Park and two triangles.
P8	Crater Way Park. Greenbelt area from Tahoe Drive to Superior Dr.
P11	Carnegie Park-Boundary is 4th, South J, 3rd and South K
P12	Madeira Park boundaries are Madeira Way, School Street, and Silver Oaks Way.
P13	Napa Court Park. Park located on Napa Court.
P14	Portola Park boundaries are N Livermore Ave., Portola Ave., Junction Ave., and L Street. Includes two concrete medians on North K at Junction paver median on Junction at N. Livermore and Concrete median on Lst at Portola Ave.
P17	Horse Trails, P Quazal. Located on Findlay Way. Boundaries are 160' East of Madison Ave to Hillcrest.
P19	Park at Community Center on Pacific Ave
P20	Park at 1188 S. Livermore New Library
P21	Park at 1052 S. Livermore City Hall
P22	Park at Civic Center Meeting Hall
P23	Park at Police Building
P24	P Desiree. Bianca Way @ Desiree Ave.
P25	P Airport Landscape along Terminal Circle and Landscape surrounding Airport Terminal buildings.
P26	P Sister City West side of Airway Blvd. from Clubhouse Dr. to 100' east of Terminal Cir.
P27	P Water Treatment Plant Jack London At Isabel
P28	P Hagemann Farm 455 Olivina Ave. Landscape surrounding house.

WALKPATHS

W1	Walk path Concannon. Boundaries are Concannon to Milan Ct.
W2	Walk path Crane. Boundaries are Crane to May Nissan Park.
W3	Walk path Creek Rd # 2. Boundaries are Creek Rd to Arroyo Mocho bike path. Approx. 100
W4	Walk path Hagerman. Boundaries are Hageman to Yosemite Dr.
W5	Walk path at Kelly St. #1. Boundaries are Kelly St and backs up to Junction Middle School.
W6	Walk path at Kelly St. #2. Boundaries are Kelly St and backs up to Junction Middle School.
W7	Walk path at Murdell. Boundaries are Murdell to Smith School playground.
W8	Walk path at Olivia. Boundaries are Olivina to Bluebird Ave.
W9	Walk path Tananger # 1. Boundaries are Tananger to Rancho Elementary School, south side
W10	Walk path Tananger # 2. Boundaries are Tananger to Rancho Elementary, north side

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

W11	Walk path Wagoner. Boundaries are Wagoner to Joe Mitchell School.
W13	Walk path at Yosemite Dr. Boundaries are Yosemite Dr to Cascade.
W14	Walk path at Oakmont Cir. Boundaries are Idlewild Ave to Oakmont Cir.
W16	Walk path at Idlewild Ave. Boundaries are Idlewild Ave to Delmont St.
W17	Walk path at Loyola Way. Boundaries are Loyola Way to Beverly.
W18	Walk path at Singing Hills Ave. Boundaries are Between Singing Hills Ave to Running Hills Ave.
W19	Walk path at Charlotte Way. Boundaries are SW side of Arlene Way @Katrina St extending SW 130'.
W20	Walk path at Crestmont Ave. Boundaries are Crestmont Ave and Oakmont Cir.
W21	Walk path Creek Rd # 1. Boundaries are Creek Rd to Arroyo Mocho bike path. Approx. 100 ft
W22	Walk path at Cromwell. Boundaries are N Livermore and Cromwell Street.
W23	Walk path El Dorado. Boundaries are El Dorado to Joe Mitchell school.
W24	Walk Path at Falcon Way. Boundaries are Falcon Way to Marylin Ave School.
W25	Walk path at Farnsworth. Boundaries are Willingham Dr and Farnsworth Dr.
W26	Walk path W/Olvn. Boundaries are Hageman Park and Turnstone Dr, south side of Olivina.

CITY BIKE PATHS

B2	B Arroyo Rd. Arroyo Road, east side, boundaries are Wetmore to Marina.
B3	B Las Positas. Boundaries are Las Positas Ct to Paseo Laguna, behind apartment buildings.
B4	B Spring. Bike path from approx 1225' west of Springtown Blvd to Bluebell Dr, Bluebell Dr to Arrowhead Ave.

CITY BLT - MEDIANS

M1	Airport Hangers. Two Medians located inside airport at airplane hangars along Airway Blvd. BLTs located on Jack London Blvd, north side of Jack London Blvd outside of fenced area. Area to be maintained runs between East and West gates of airport.
M3	M Arroyo Rd. Medians on Arroyo Road- from Latour Ave to Wetmore Rd. BLTs on Arroyo Rd- west side; Cartier to Wetmore Rd, includes south side Cartier- Arroyo to Bourdeaux. East side; Chardonnay Way to Bess Ave.
M4	M College. College Avenue 3 median triangles. Boundaries are corner of 4th St and College Ave.
M5	M Collier Canyon. Medians only. Boundaries are North Canyon Pkwy to end 3 medians
M6	M Concannon. Median boundaries are Isabel to Robertson Park Rd. BLT boundaries- north side: Murdell to Cordoba, Evans to Arroyo, south side: 200' west of Altair to 285' west of Larry's Place, 300' east of Larry's Place to Arroyo Rd. Includes Medians-Vega @Concannon, Neptune @Concannon, Epson @Concannon

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

M8	M Airway Blvd. Medians- North Canyons to Clubhouse Dr. BLTs- north and south side, along airport and creek area of Airway Blvd. From Kitty Hawk to Isabel. Includes Pump house area south of Interstate 580 exit
M10	M El Caminito. BLTs- Encino Drive to El Padro Drive along south side of El Caminito.
M11	M El Dorado Ct. Sidewalk at end of El Dorado Ct at retaining wall.
M12	M El Padro. BLTs- El Caminito to Ontario along west side of El Padro.
M14	M First St. Medians- Maple to Bluebell. First Street Triangles NW corner of First @Old first St., SE corner of First @Old First St. Both sides of railroad overpass north and south of tracks.
M15	M Holmes St. Medians- Holmes Ct to Wetmore Rd. BLTs- west side: Mocho St to Catalina Dr, Concannon to Alden Lane. East side: Lexington Way to Concannon, Paris to 150' north of Anza Way. Includes Medians on Paris@homes, Elaine@Holmes.
M16	M Jack London. All Medians located along Jack London between Curlew Rd and airport hangers. South side BLTs on Jack London between Isabel and Curlew. North side BLTs from Arlington to Murrieta Blvd.
M19	M Kitty Hawk. Median- Airway Blvd to Nissen Dr. BLTs- Kitty Hawk and Airway Blvd south side, sidewalks only along catch basin. North side of Kitty Hawk and Airway corner intersection, south/west corner of Airway and Kitty Hawk.
M20	M Murdell. BLT boundaries are Sherman Way to Albert extending east on south side of Albert to Schermann, east side of Murdell Blvd. Quarts Cir to Apartments on west side of Murdell
M21	M Murrieta. Median boundaries are Holmes to Portola Ave. BLTs- Stanley Blvd east and west side going north to approx 450 ft north of train underpass, East side from Olivina to Portola, West side from Olivina to Cedar Dr, Jack London to Portola.
M23	M No Livermore Ave. Median boundaries Railroad Ave to Interstate 580. BLT boundaries are, east and west side, Railroad Ave to Chestnut. Portola Ave to approx 300 ft north of Cromwell, east side only.
M25	M Olivina. Two medians only. Located at Intersection of Murrieta and Olivina, east and west of intersection on Olivina Rd.
M26	M Ontairo. Boundaries are El Padro to Canal entrance along north side of Ontario.
M28	M Pine Street. BLTs, boundaries are Algonquin Ave to Forestation # 7 boundary at Rincon, north side of Pine St.
M30	M P Street. Boundaries are Railroad Ave to Olivina, medians and BLTs.
M31	M Railroad. Medians- Stanley Blvd to First Street. BLTs are south side from Stanley to P St., north and south side from L St to Livermore Ave, . Includes triangle on NW corner of L St and Railroad.
M32	M Rincon. BLT boundaries, west side only, Delaware Way to Portola Ave.

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

M33	M Rodeo BLT approx 500' west of S Livermore Ave on north side of roadway
M34	M Triad. North Canyon Parkway medians only. Boundaries are Dolan Rd to Collier Canyon Rd.
M35	M Scott triangle. Boundaries are Gardella Plaza, Scott St, and 1st St.
M36	M Stanley Blvd. Median boundaries are Isabel to First St. BLTs boundaries are south side of Isabel bridge to Murdell and 500' east of Murdell to Fenton.
M40	M Wall St. From Stanley Blvd to Granada High boundary, east side of Wall St. West side of Wall St, fenced area directly across from High School to Sonoma Ave.
M41	Isabel open space. East side of Isabel, boundaries are Alden Lane to Jack London. See Map #
M43	M Bluebell. Boundaries are Bluebell and Larkspur Dr. Two small medians and one triangle at intersection of Bluebell, Larkspur Dr, and Springtown Blvd.
M45	M Dalton. BLT on Dalton Ave. south side only. Boundaries are Broadmoor St to Vasco Rd.
M46	M Dana. Median and BLTs. Boundaries are Dana Circle at Mines Rd.
M47	M East. Medians- Vasco Rd to Hillcrest Ave, triangle median at Maple. BLTs-South side: 100' east of Delores to school property, east side of school property to Hillcrest Ave., Xavier Wy to approx 150' west of Nielsen, Auburn to approx 120' west of Auburn, Mines Rd intersection to approx 1000' east of Charlotte Way. North side: approx 900' east of Charlotte way to 850' west of Mines Rd
M48	M Greenville located on Greenville Rd. Boundaries Las Positas Rd to Railroad tussle along Greenville Rd.
M49	Hercules BLT at end of Hercules Ct.
M50	M Las Flores medians. Boundaries are Bluebell and Las Flores. Area includes two entrance triangles and median in between the triangles. Landscape includes to the end of median and separate landscape section at end Las Flores.
M51	M Las Positas. Boundaries are from Vasco Rd to First Street, First Street to North Livermore.
M52	M Mines. Medians Boundaries are East Ave to First Street. BLT Boundaries East side are East Ave to Patterson Pass, approx 300' north of Patterson Pass to Technology Dr. West side from Technology Dr to East Ave.
M53	M Spring medians and BLT. Boundaries are corner of Bluebell and Springtown Blvd. to Galloway St. BLT north side only.
M54	M Sunflower BLT on Sunflower south side only. Boundaries start at concrete wall to the stop sign on Sunflower, triangle shape.
M55	M Vasco. Medians from Dalton Ave to Charlotte Way. BLTs - East side: Tesla Rd. to East Ave., Patterson Pass to train overpass (all of hillside). West side: Dalton to 130' south of Crestmont Ave, Emily Way to Bike path on the north side of creek and heading west approx 925' both sides of paved path, 425' north of Welch Ln. to Tesla Rd.

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

M56	M Mitra. Median on Mitra at East Ave. Boundaries are East Ave and Norma Way.
M57	M Northfront. Medians- west side of Vasco rd extending 320', Est side of Vasco Rd extending 1400'
M58	M Patterson Pass medians. Boundaries are Greenville to Mines Rd. BLT Boundaries on South side are from Mines Rd to 50' east of Shelly St, Vasco Rd to Greenville. North side from 120' east of Candy Ct. to Gale St.
M59	Pavo BLT at end of Pavo Ct
M60	M Portola. Medians-First Street going West to 580 freeway, includes triangle at First st. and Portola Ave. BLTs- South side: Enos to approx 300' east of Michell St. North side: 150' east of Yorkshire Dr to N Livermore Ave
M61	M Southfront Rd. Corner of First St and Southfront Rd. Median and BLT at this corner, east side of First St.
M62	Firestation # 6 at Loyola and East Ave. Landscape on East Avenue and Loyola up to chain link fence.
M63	Firestation # 7 on Rincon and Pine St. Landscape includes the front, sides, and rear of building.
M64	Firestation # 8 on Scenic Ave. Boundaries are at the corner of Scenic Ave and Jayhawk Ln.
M65	Firestation # 9- Concannon and Cordoba. Landscape along Concannon and Cordoba around firehouse to Desconsado.
M66	Firestation # 10. Located on Airway Blvd. Landscape front, sides, and back of firestation.
M67	Springtown Library. Library located on Bluebell Drive. Landscape areas are front of the Library, the rock border (adjacent to homeowner property) to cyclone fence on Bluebell and the back of library that has landscaping to the golf course border. Includes both sides of building.
M68	Northfront pump house. Located on Northfront Rd. Landscape around pump house approx 100 feet wide x 25 ft deep to fence on front side. Also fenced in area.
M69	Oakville pump house. Located on Oakville Lane. Boundaries are Vasco Rd to St. Helena. Maintain landscape in fenced area only.
M70	WT Dalton (water tank). Maintain landscape inside fenced area only. Boundary is at the end of Ames St.
M71	WT Dolan. Dolan water Tank located on Dolan Rd. Located approx 1/2 mile north of North Canyon Parkway on Dolan Rd. Behind 2 locked gates. Weed abatement and tree work along roadways, and around the tanks.
M72	WT Greenville. Greenville Water Tank located on Patterson Pass Rd after Greenville and Patterson Pass intersection. Located east along Patterson Pass Rd, north side of road, on hillside. Maintain inside fenced area and also outside non fenced side of water tank.
M73	Rincon Library 725 Rincon Avenue
M74	Railroad Parking Garage located at North I Street and Railroad Ave.

Turf Maintenance Only

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

TMO1	DT-Parks Lizzie NW corner of First Street and Livermore Ave.
TMO2	DT-Parks Bankhead North side of First Street at Mcleod Street
TMO3	DT-Parks Hansen First Street @ East Stanley Blvd.
TMO4	DT-Parks Livermorium SE corner of First Street and Livermore Ave.
TMO5	DT-Parks Stockmen's Veterans Way @ Livermore Ave.
TMO6	DT-Parks Brickyard North side of Railroad avenue 275' east of East Stanley Blvd.
TMO7	Kristopher Ranch 1. SW corner of Lexington Way and Holmes Street 2. NW corner of Lexington Way and Holmes Street 3. Turf along West side of Sienna Drive 4. Turf on Capella Rd. median 5. Turf on San Marco Street
TMO8	Sevillano 1. Turf on Minerva Ct. median 2. Turf on median at end of Pendolino 3. Turf on Leccino Ct median 4. Turf on Sevillano Ct median 5. Turf on median at East end of Sevillano Circle
TMO9	Ponderosa Legacy 1. Park on Hansen at Derby Ct. 2. Turf on median Hansen Rd and Danielle Ln
TMO10	Los Olivos 1. Park on Taling Dr @ Santorina Dr 2. Median on Lerida Ct. 3. Park located on West side of bike trail 350 ft South of Hansen Rd.
TMO11	Alden Lane Estates Park at Kobio Street and Codiroli Way
TMO12	Ladera Estates 1. Park at Detert Street and Cowan Way 2. Park on Cowan Way 3. Median on Detert Ct.
TMO13	Vineyard Gates 1 1. Park on Oakville and Cowan Way 2. Median on Calistoga Ct. 3. Median on St. Helena Ct.
TMO14	Vineyard Gates 2 1. Median on Rutherford Ct. 2. Median on Bella Oaks Ct.

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

TMO15	The Grove 1. Turf area on East side of Sonia St @ Mines Rd 2. Park on Sonia Street @ Figone Way 3. Park between Sonia Street and Wexler Way 4. Turf West side of Sonia Way 475' west of Snider Ct.
TMO16	Ridgecrest 1. Turf on NW side of First Street 1000' SW of Portola Ave. 2. Turf on South side of Portola Avenue 1200' West of First Street
TMO17	Portola Glen Park on NW side of Edinburgh Ave.
TMO18	Maralisa Turf on South side of Garaventa Ranch Rd Between Altamar Way and Owl Way. Turf on North side of Garaventa Ranch Rd between Water Lilly Common and Hawk Street.
TMO19	Parkside Both sides of Parkside Court at Bluebell Drive
TMO20	Creekside 1 Turf on West side of Herman Avenue North and South of Rubicon Way 2. Turf at end of Almaden Court
TMO21	California Promenade 1. Park on Village Drive @ Meadow Drive 2. Turf on both sides of Brookdale Lane at Scenic Avenue
TMO22	The Bluffs 1. Turf on both sides of Lake Drive @ Laughlin Road 2. Turf on South side of Bluffs Drive @ Laughlin Road

Weed Abatement Areas

WA1	WA-Meadows: Access gate located near the end of Meadow Glen Dr.
WA2	WA-Saddleback: Includes 2 abatement areas and an area of perimeter abatement only
WA3	WA-AltamontCreek: Access gate located off of Bear Creek Dr. and Blue Grass Ct.
WA4	WA-OaksBusiness: Access gate located off of Jack London Boulevard
WA5	WA-AltamontCreekOS: Altamont Creek Open Space
WA6	WA-AceTrain: Ace Train Parking Lot
WA7	WA-Holmes: Holmes Street new Wetmore

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

LMD #	LMD LOCATIONS	NAMES	Square Footage (approx.)	Weekly (A Service)	Twice a Month (B Service)	Monthly (C Service)
L6	Monticello, Tract 900645 along Murrieta Blvd 1/3	Monticello	15,076	$ 467.32	$ 362.33	$ 210.38
L8	Tapestry, Tract 6165; 900646 along Concannon	Tapestry	153,900	$ 2,100.00	$ 1,627.50	$ 945.00
L15	Tract 5866 & 6416,900642 along Concannon 3/4	Sandhurst	38,025	$ 304.66	$ 236.11	$ 137.10
L16	Jack London Place, 900775 on Jack London	Jack London Place	9,150	$ 140.41	$ 108.82	$ 63.19
L38	Tract 7097; 900727 along Concannon 2/3	Prima	35,665	$ 286.12	$ 221.73	$ 128.76
L2	Stratford Park; 900851 Patterson Pass @ Vasco 3/4	Stratford Park	231,155	$ 3,547.21	$ 2,749.09	$ 1,596.24
L39	Dunsmuir, Tract 900728 East Ave to Vasco Rd along Charlotte Way	Dunsmuir		$ 6,068.90	$ 4,716.89	$ 2,740.00
L44	Tract 7189; 900740 Mines @Patterson Pass	Legacy Collection	98,075	$ 178.96	$ 138.70	$ 80.53
L47	Birchwood Park, 900744 East Ave @ Vasco	Birchwood Park	57,675	$ 222.89	$ 172.74	$ 100.30
L53	Creekside Villas, 900905 Vasco @ Forget Me Not Comm	Forget Me Not	14,874	$ 107.16	$ 83.05	$ 48.22
L54	Scenic Seven Hills, 900906 Vasco @ Scenic E side 1/4	Scenic Seven Hills	7,500	$ 57.87	$ 44.85	$ 26.04
L61	Scenic Links; 900782	Scenic Links	9,680	$ 133.95	$ 103.81	$ 60.28
L67	Altamar, LL-807 900757 Vasco @ Garaventa 3/4	Altamar	20,320	$ 300.05	$ 232.54	$ 135.02
L69	Sonterra; 900755 Vasco Rd	Sonterra	19,559	$ 196.10	$ 151.98	$ 88.25
L74	Park Lane; 900730 Vasco @ Scenic W side	Park Lane		$ 417.61	$ 323.65	$ 187.93
L75	Orchid Place Vasco @ Bikepath W side	Orchid Place		$ 258.97	$ 185.20	$ 107.54
L76	Dover Vasco @ Scenic E side	Dover		$ 249.44	$ 193.31	$ 112.25
L78	East Vasco Landscape along east side of Vasco Road from East Ave to Patterson Pass Road	Vasco East LLNL	160,000	$ 2,420.77	$ 1,876.10	$ 1,089.35
L79	Medians on First Street from O Street to S Street	First Street		$ 300.05	$ 232.54	$ 135.02
L80	West side of Vasco Rd from 100' South of Forget Me Not extending South 315'	Magnolia Place		$ 166.10	$ 128.73	$ 74.75
L81	South side of east Avenue from 350' West of Vasco Wrapping onto Vasco and continuing 525' South along Vasco Rd.	The Vines		$ 448.00	$ 347.20	$ 201.60
L82	South Side of Concannon From Murdell Ave going 740' West	Alden Estates		$ 312.91	$ 242.51	$ 140.81

* The pricing above is the monthly invoice amount for each service level

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

Park #	CITY PARKS	NAMES	Square Footage (approx.)	Weekly (A Service)	Twice a Month (B Service)
P1	Park at Arroyo Rd from Cartier to Creek	P-Arroyo	21,780	$ 368.09	$ 179.07
P2	Park at Railroad Av and S Street 9009182	DT-Bricky	9,830	$ 304.33	$ 135.86
P3	Park at Holmes and Fourth Street	P-Carmen	26,136	$ 353.63	$ 174.06
P4	Park at Junction and Ladd	P-Colyn	25,560	$ 323.48	$ 149.15
P5	Park at East Ave and McLeod N & S sides	P-East	38,560	$ 320.41	$ 146.32
P6	Park at Fifth and Livermore	P-Fifth	4,300	$ 359.67	$ 123.74
P7	Park At First and S. Street 9009186 Turf and Landscape at Park and two triangles	DT-Hansen	13,068	$ 287.19	$ 123.51
P8	Park at Crater Rd from Tahoe Dr to Superior Dr	P-Crater	23,272	$ 286.17	$ 121.74
P9	Park At First and Livermore Ave 9009184	DT- Lizzie- Mills-Flag	13,269	$ 334.36	$ 259.11
P10	Park at LVC Plaza 9009185	DT- Plaza		$ 263.62	$ 104.31
P11	Park at Carnegie J St and K St on Third	DT-Carnegie		$ 408.28	$ 316.42
P12	Park at Madeira and School St	P-Madeira	21,780	$ 286.17	$ 121.74
P13	Park at Napa Ct	P-Napa	1,356	$ 142.52	$ 110.45
P14	Park at Livermore and Portola	P-Portola	130,268	$ 878.72	$ 681.01
P15	Park on Ruttan Ave W/E sides	P-Ruttan	27,840	$ 235.76	$ 182.71
P17	Park on Findlay Way (Horse trails)	P-Quarry	14,560	$ 250.75	$ 194.33
P18	Park at Pacific Ave at the Barn	P-Barn		$ 283.92	$ 220.04
P19	Park at Community Services Center on Pacific	P-Comsvs		$ 460.79	$ 357.11
P20	Park at 1188 S. Livermore Ave	P-Civic Library (New)		$ 1,057.68	$ 819.70
P21	Park at S. Livermore Av and Pacific Ave City Hall	P-CWCCTR		$ 1,274.15	$ 987.47
P22	Park at S Livermore and Pacific	P-Librar		$ 546.52	$ 423.55
P23	Park at Police Bulding	P-Police		$ 1,025.19	$ 872.02
P24	P-Desiree	Desiree Mine Park	5,000	$ 229.95	$ 178.25
P25	Landscaping along Terminal Circle and Airport Admin buildings	P-Terminal Circle		$ 893.55	$ 692.75
P26	P - Sister City West side of Airway Blvd. from Clubhouse Dr. to 100' east of Terminal Cir.	P-Sister City		$ 855.15	$ 662.74
P27	P - Water Treatment Plant Jack London at Isabel	P-Water Treatment		$ 557.24	$ 431.86
P28	P-Hagemann Farm 455 Olivina Ave Landscape surrounding house.	P-Hagemann		$ 436.00	$ 337.90

* The pricing above is the monthly invoice amount for each service level

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

W #	CITY WALK PATHS	Name	Square Footage (approx.)	Two Times Per Year (Jan. & June)
W1	Walk Path at Concannon Blvd.	W-concan	1,905	$ 225
W2	Walk Path at Crane Ave.	W-crane	1,905	$ 225
W3	Walk Path at Creek Rd. II	W-creek2	1,905	$ 225
W4	Walk Path at Hagemann	W-hagemn	1,905	$ 225
W5	Walk Path at Kelly St. I	W-kelly1	1,905	$ 225
W6	Walk Path at Kelly St. II	W-kelly 2	1,905	$ 225
W7	Walk Path at Murdell Ln	W-murdel	1,905	$ 225
W8	Walk Path at Olivina	W-olvn	1,905	$ 225
W9	Walk Path at Tanenger I	W-tanger	1,905	$ 225
W10	Walk Path at Tanenger II	W-tanger2	1,905	$ 225
W11	Walk Path at Wagoner Dr.	W-wagon	1,905	$ 225
W12	Walk Path at Wall St.	W-wall st	1,905	$ 225
W13	Walk Path at Yosemite	W-yosemi	1,905	$ 225
W14	Walk Path at Oakmont Cr.	W-oakmon	1,905	$ 225
W15	Walk Path at Singing Hills Ave.	W-singin	1,905	$ 225
W16	Walk Path at Idlewild	W-idlew	1,905	$ 225
W17	Walk Path at Loyola Way	W-loyola	1,905	$ 225
W18	Walk Path Singing Hill	W Sing	1,905	$ 225
W19	Walk Path Charlottte Way	W charlotte	1,905	$ 225
W20	Walk Path at Crestmont	w-crestm	1,905	$ 225
W21	Walk Path at Creek Rd. I	W-creek	1,905	$ 225
W22	Walk Path at Cromwell	W-cromwl	1,905	$ 225
W23	Walk Path at El Dorado	W-eldora	1,905	$ 225
W24	Walk Path at Falcon	W-falcon	1,905	$ 225
W25	Walk Path at Farnsworth	W-farnsw	1,905	$ 225
W26	Walk Path along Olivina at Old Horse Ranch (Hoofprints on the Heart)	W-Olivina II	9,700	$ 536

*Prices above are the annual prices for each service area

Bike #	CITY BIKE PATHS		Square Footage (approx.)	FOUR TIMES PER YEAR
B1	Bike Path from approximately 700 feet north of RR crossing bridge at Murrieta to Arroyo Rd on south side of creek & from approximately 500 feet west of S. Livermore Ave to Hillcrest Ave Wetmore to Hillcrest Ave	B- Arroyo	310,070	$ 1,606.80
B2	Bike Path from Wetmore to Marina E side of street	B- Arroyo II	109,070	$ 3,857.80
B3	Bike Path behind Paseo Laguna along back to Las Positas Ct.	B- Lposit	126,000	$ 4,125.72
B4	Bike Path from Heather to Springtown	B-Spring	250,000	$ 4,822.24

*The above pricing is the annual cost for each service area

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

				Weekly	Twice a Month	Monthly
M #s	CITY BLT & MEDIANS	NAMES	Square Footage (approx.)	(A Service)	(B Service)	(C Service)
M1	M-Airport	Airport hangar grounds	132,368	$ 661.19	$ 287.42	$ 287.42
M2	M-Albert Way	Albert @ Murdell	3,000	$ 54.63	$ 42.36	$ 24.59
M3	M- Arroyo	Arroyo Rd Carter to Livermore	102,950	$ 1,183.06	$ 916.67	$ 532.36
M4	M-College	Landscape on College at Fourth Street	15,000	$ 290.41	$ 225.07	$ 130.68
M5	M-Collier Canyon	Medians on Collier Canyon	24,056	$ 219.58	$ 170.25	$ 98.86
M6	M-Constanso	Medians & BLT on Constanso BLVD	99,246	$ 1,211.34	$ 1,204.21	$ 699.22
M7	M-Cordoba	BLT on Desterrado and Cordoba	400	$ 32.51	$ 17.44	$ 10.13
M8	M-E. Jurassy	BLT along Arroyo Blvd	21,600	$ 197.17	$ 152.81	$ 88.72
M9	M-Elaine	Medians on Elaine	200	$ 16.05	$ 12.44	$ 7.24
M10	M-El Caminito	BLT on El Caminito	1,000	$ 18.39	$ 12.20	$ 7.09
M11	M-El Dorado	BLT at end of El Dorado Ct	400	$ 32.51	$ 17.44	$ 10.13
M12	M-El Padro	BLT at El Padro	800	$ 64.39	$ 49.83	$ 28.93
M13	M-Epson	Medians on Epson at Constanso	850	$ 27.86	$ 21.58	$ 12.54
M14	M- First	Medians & Overpass on First St (City maintained only 550 ' Old First)	84,540	$ 419.60	$ 324.79	$ 188.59
M15	M-Holmes	Medians & BLT on Holmes St. City maintained only (First St to Belmore)	150,000	$ 786.56	$ 609.38	$ 353.82
M16	M-Jack London	Medians & BLT on Jack London	20,016	$ 255.07	$ 197.66	$ 114.77
M17	M-Old First triangles	BLT at First St and Old First (2 triangles)	26,000	$ 134.51	$ 99.53	$ 55.51
M18	M-Olivina Road	Medians at Arroyo Blvd & 580	31,500	$ 274.55	$ 212.61	$ 123.45
M20	M-Murdell	BLT on Murdell	3,000	$ 73.67	$ 56.48	$ 32.79
M21	M-Murrieta	Medians & BLT on Murrieta Blvd	174,750	$ 2,764.96	$ 2,191.89	$ 809.73
M22	M-Neptune	Median on Neptune		$ 32.29	$ 26.53	$ 15.42
M23	M-N. Livermore	Medians & BLT on N Livermore 580 to Railroad	81,200	$ 619.39	$ 450.03	$ 258.72
M25	M-Orinda	Eucalyptus trees in Medians	2,250	$ 48.73	$ 31.54	$ 18.33
M26	M-Ontario	BLT on Ontario Dr.	1,850	$ 37.23	$ 22.43	$ 13.02
M27	M-Pare	Median on Pare Way	350	$ 21.56	$ 18.27	$ 10.61
M28	M-Pine	Trees in sidewalk on Pine St	150	$ 23.58	$ 18.27	$ 10.61
M30	M-P Street	P Street Underpass	42,240	$ 318.95	$ 214.39	$ 148.01
M31	M-Railroad	Medians & BLT on Railroad Ave	16,780	$ 210.60	$ 216.16	$ 125.58
M32	M-Rincon	BLT on Rincon	500	$ 35.56	$ 27.40	$ 15.91
M33	M-Rodeo	BLT on Rodeo Ln	1,600	$ 38.57	$ 29.89	$ 17.36
M34	M-Tabl Medians	Medians along Trail	45,000	$ 548.66	$ 425.21	$ 246.95
M35	M-Scott	Triangle at Scott St	5,000	$ 42.80	$ 33.39	$ 19.01
M36	M-Stanley	Medians & BLT on Stanley Blvd	62,000	$ 684.45	$ 518.99	$ 312.98
M39	M-Vega	Medians on Vega at Constanso Blvd	150	$ 30.64	$ 30.72	$ 17.84
M40	M-Wall	BLT on Wall St (Bed Bath)	20,000	$ 295.76	$ 282.71	$ 106.09
M41	M-Isabel	Open space at Isabel Ave	2,359,554	$ 5,973.01	$ 3,063.75	$ 1,780.32
M42	M- Altamont Creek	Channel @ Altamont Creek	312,623	$ 552.00	$ 357.50	$ 225.00
M43	M-Bluebell	Medians on Bluebell	1,200	$ 48.22	$ 37.57	$ 21.50
M44	M-Ensa	Medians on Ensa	8,048	$ 329.43	$ 240.66	$ 145.54
M45	M-Dalton	BLT on Dalton	2,677	$ 66.44	$ 51.49	$ 29.69
M46	M-Dora	Medians at Dora Ct and Vines Rd. BLT back up	1,500	$ 71.89	$ 55.61	$ 32.51
M47	M-East	Medians & BLT on East Ave. (City Only)	45,000	$ 558.02	$ 394.49	$ 239.06
M48	M-Greenville	Medians on Greenville @ National (only City)	23,545	$ 393.02	$ 281.59	$ 149.52
M49	M-Hercules	BLT at end of Hercules Ct	2,200	$ 54.65	$ 42.36	$ 24.59
M50	M-Las Flores	Medians on Las Flores	9,000	$ 168.24	$ 123.43	$ 69.21
M51	M-Las Positas	Medians on Las Positas (Vasco to N Livermore Ave)	70,000	$ 814.42	$ 631.18	$ 366.49
M52	M-Mines	Medians & BLT on Mines Rd. (city only)	350,000	$ 4,591.91	$ 3,791.35	$ 2,201.36
M53	M-Spring	Medians & BLT on Springtown Blvd	59,000	$ 485.44	$ 376.27	$ 218.49
M54	M-Sunflower	BLT on Sunflower		$ 255.00	$ 225.88	$ 92.22
M55	M-Vasco	Medians & BLT on Vasco Rd. (City Only) North and South	534,720	$ 1,552.59	$ 1,164.55	$ 676.08
M56	M-Vine	Medians on Vine at East Ave.	950	$ 47.21	$ 36.59	$ 21.23
M57	M-Northfront	Medians & BLT on N. Front		$ 48.22	$ 37.57	$ 21.50

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

				Weekly	Twice a Month	Monthly
M#	CITY BLT & MEDIANS	NAMES	Square Footage (approx.)	(A Service)	(B Service)	(C Service)
M58	M-Patter	Medians & Blt On Patterson Pass Greenville to Mines Rd	210,671	$ 2,632.95	$ 2,040.53	$ 1,184.83
M59	M-Pavo	BLT at end of Pavo Ct	2,250	$ 39.64	$ 30.72	$ 17.84
M60	M-Portol	Medians & BLT on Portola Ave. (First to Airway Blvd)		$ 759.77	$ 588.82	$ 341.99
M61	M-Southfront	Sidewalk on Southfront		$ 35.36	$ 27.40	$ 15.91
M62	Fire Station 6	East Ave Fire Station	8,147	$ 127.52	$ 98.83	$ 57.39
M63	Fire Station 7	Rincon Fire Station	13,901	$ 177.89	$ 137.87	$ 80.05
M64	Fire Station 8	Scenic Ave	10,443	$ 137.17	$ 106.30	$ 61.72
M65	Fire Station 9	Cordoba Fire Station	7,286	$ 106.09	$ 82.22	$ 47.74
M66	Fire Station 10	Air way Fire Station	14,226	$ 193.05	$ 151.15	$ 87.76
M67	B Springtown Library	Springtown Library	9,600	$ 122.17	$ 94.68	$ 54.98
M68	N Fpump house	North Front Pump House	5,100			44.00
M69	Oakville Lane pump house	Oakville Pump House				24.00
M70	WT Dalton	Landscape Dalton tanks				80.00
M71	WT Dolan	Landscape Dolan tanks				116.00
M72	WT Greenville	Landscape Greenville tanks				93.00

*The prices listed above represent the "monthly" billing amount for each service level

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

TMO#	TMO Area	Weekly Service	Notes
TMO1	DT-Parks Uzzie	142.50	NW corner of First Street and Livermore Ave.
TMO2	DT-Parks Bankhead	205.00	North side of First Street at Mcleod Street
TMO3	DT-Parks Hansen	300.00	First Street @ East Stanley Blvd
TMO4	DT-Parks Livermorium	170.00	SE corner of First Street and Livermore Ave.
TMO5	DT-Parks Stockmen's	143.00	Veterans Way @ Livermore Ave.
TMO6	DT-Parks Brickyard	400.00	North side of Railroad avenue 275' east of East Stanley Blvd.
TMO7	Kristopher Ranch	257.40	1. SW corner of Lexington Way and Holmes Street 2. NW corner of Lexington Way and Holmes Street 3. Turf along West side of Sienna Drive 4. Turf on Capella Rd. median 5. Turf on San Marco Street
TMO8	Sevillano	362.55	1. Turf on Minerva Ct. median 2. Turf on median at end of Pendolino 3. Turf on Leccino Ct median 4. Turf on Sevillano Ct median 5. Turf on median at East end of Sevillano Circle
TMO9	Ponderosa Legacy	315.18	1. Park on Hansen at Derby Ct. 2. Turf on median Hansen Rd and Danielle Ln
TMO10	Los Olivos	682.89	1. Park on Tailing Dr @ Santorina Dr 2. Median on Lerida Ct. 3. Park located on West side of bike trail 350 ft South of Hansen Rd.
TMO11	Alden Lane Estates	126.07	Park at Kobio Street and Codiroli Way
TMO12	Ladera Estates	406.14	1. Park at Detert Street and Cowan Way 2. Park on Cowan Way 3. Median on Detert Ct.
TMO13	Vineyard Gates 1	157.59	1. Park on Oakville and Cowan Way 2. Median on Calistoga Ct. 3. Median on St. Helena Ct.
TMO14	Vineyard Gates 2	814.22	1. Median on Rutherford Ct. 2. Median on Bella Oaks Ct.
TMO15	The Grove	883.13	1. Turf area on East side of Sonia St @ Mines Rd 2. Park on Sonia Street @ Figone Way 3. Park between Sonia Street and Wexler Way 4. Turf West side of Sonia Way 175' west of Snider Ct.
TMO16	Ridgecrest	241.64	1. Turf on NW side of First Street 1000' SW of Portola Ave. 2. Turf on South side of Portola Avenue 1200' West of First Street
TMO17	Portola Glen	735.42	Park on NW side of Edinburgh Ave.
TMO18	Maralisa	926.00	Turf on South side of Garaventa Ranch Rd Between Altamar Way and Owl Way. Turf on North side of Garaventa Ranch Rd between Water Lily Common and Hawk Street.
TMO19	Parkside	189.31	Both sides of Parkside Court at Bluebell Drive
TMO20	Creekside	199.61	1 Turf on West side of Herman Avenue North and South of Rubicon Way 2. Turf at end of Almaden Court
TMO21	California Promenade	577.83	1. Park on Village Drive @ Meadow Drive 2. Turf on both sides of Brookdale Lane at Scenic Avenue
TMO22	The Bluffs	120.82	1. Turf on both sides of Lake Drive @ Laughlin Road 2. Turf on South side of Bluffs Drive @ Laughlin Road

Exhibit A-1 – Landscape Maintenance Area Description and Pricing Schedule

WA #	WEED ABATEMENT AREA	NAMES	Annually
WA1	WA-Meadows	The Meadows	$ 1,082.30
WA2	WA-Saddleback	Saddleback	$ 3,325.82
WA3	WA-AltamontCreek	Altamont Creek	$ 3,945.89
WA4	WA-OaksBusiness	Oaks Business Park	$ 2,192.78
WA5	WA-AltamontCreekOS	Altamont Creek Open Space	$ 2,705.75
WA6	WA-AceTrain	Ace Train Parking Lot	$ 845.55
WA7	WA-Holmes	Holmes Street near Wetmore	$ 901.92

Extra Work	
Per Hour Cost for As-Needed Work	$ 45.00

Additional Service Areas and Task Rates

LMD LOCATIONS	Weekly (A Service)	Twice a Month (B Service)	Monthly (C Service)	A Service Annually
Alden Lane Estates	$ 267.13	$ 227.06	$ 200.35	$ 3,205.56
Altamont Creek I	$ 157.75	$ 134.09	$ 118.31	$ 1,893.00
Altamont Creek II	$ 1,009.26	$ 857.87	$ 756.95	$ 12,111.12
Arroyo Crossings	$ 1,643.01	$ 1,396.56	$ 1,232.26	$ 19,716.12
California Promenade	$ 607.80	$ 516.63	$ 455.85	$ 7,293.60
Creekside	$ 339.11	$ 288.24	$ 254.33	$ 4,069.32
Kristopher Ranch	$ 1,611.98	$ 1,370.18	$ 1,208.99	$ 19,343.76
Ladera Estates	$ 1,243.92	$ 1,057.33	$ 932.94	$ 14,927.04
Larry's Place	$ 195.00	$ 166.00	$ 146.00	$ 2,340.00
Maralisa I	$ 498.05	$ 423.34	$ 373.54	$ 5,976.60
Maralisa II	$ 547.14	$ 465.07	$ 410.36	$ 6,565.68
Parkside	$ 263.45	$ 223.93	$ 197.59	$ 3,161.40
Ponderosa Legacy	$ 1,748.44	$ 1,486.17	$ 1,311.33	$ 20,981.28
Portola Glen	$ 2,477.25	$ 2,105.66	$ 1,857.94	$ 29,727.00
Ridgecrest	$ 521.72	$ 443.46	$ 391.29	$ 6,260.64
Scenic Meadows	$ 114.77	$ 97.55	$ 86.08	$ 1,377.24
Scenic Seven Hills	$ 350.00	$ 298.00	$ 263.00	$ 4,200.00
Sevillano	$ 1,239.16	$ 1,053.29	$ 929.37	$ 14,869.92
The Bluffs	$ 681.41	$ 579.20	$ 511.06	$ 8,176.92
The Grove	$ 3,078.61	$ 2,616.82	$ 2,308.96	$ 36,943.32
The Meadows	$ 173.85	$ 147.77	$ 130.39	$ 2,086.20
Vineyard Gates I	$ 1,180.63	$ 1,003.54	$ 885.47	$ 14,167.56
Vineyard Gates II	$ 268.15	$ 227.93	$ 201.11	$ 3,217.80
Downtown with Weekend Service	$ 16,659.54	$ 16,659.54	$ 16,659.54	$ 199,914.48
Total	$ 36,877.13	$ 33,618.19	$ 31,622.63	$ 442,525.56

Ancillary Work Labor Rates*	
Hourly Rate	$75

*Including but not limited to planting, irrigation, and decomposed granite installation

LIVERMORE
CALIFORNIA

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

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing execution of a second amendment to the agreement with West Coast Arborists, Inc., for tree and shrub pruning and maintenance services, extending the term of the agreement for an additional two-year period and increasing the total compensation amount by $323,000 for a total amount not-to-exceed $788,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the execution of a second amendment to the agreement with West Coast Arborists, Inc. to extend the term of the agreement for an additional two-year period and increase the total compensation amount by $323,000 for a total amount not-to-exceed $788,000.

SUMMARY

Staff published a Request for Proposals on March 22, 2019, to seek assistance with tree and shrub pruning and maintenance services. West Coast Arborist, Inc. was selected as the best value bidder and the City Council authorized the execution of the agreement for services at the June 24, 2019, meeting for a term of three years ending May 31, 2022.

The first amendment to the agreement was approved by the City Manager on June 30, 2020, to increase the total compensation amount by $90,000 for a total agreement amount of $465,000 for additional work related to increased tree failure. The number of trees and shrubs requiring maintenance remains at an increased level causing the need for continued contractor support.

The original agreement included the option to extend the agreement. The action before the Council would utilize the first of two possible two-year extensions commencing on June 1, 2022, and terminating May 31, 2024; updating the task rates in Exhibit A-1, and increase the total possible amount of compensation.

DISCUSSION

The Maintenance Division of the Public Works Department is tasked with maintaining City-owned

landscape areas, as well as 92 Landscape Maintenance Districts. This includes the pruning and maintenance of the trees and shrubs in these areas. Pruning is required for the health of the trees, as well as the safety of the community, and requires specialized equipment or training, such as enhanced aerial lifts and tree climbing, which city staff do not have training to operate or perform.

During the winter storms of 2019-20, a large number of trees failed in the open spaces and parkways throughout Livermore as a result of the extended drought and increased severity of winter storms. Many other city-maintained trees were also damaged and needed removal to maintain community safety. The Maintenance Division required additional contractor assistance to address these issues, and based on this need, the city entered into a first amendment to the Original Agreement to increase the total possible compensation.

In the subsequent years of the first term of the agreement, the Maintenance Division has relied upon the Contractor to support their efforts in addressing the increased amount of tree failure as a result of the drought and winter storms. Over the past three years, West Coast Arborist has completed 456 prunings and 350 tree removals. Staff anticipate that the amount of pruning and tree removals will remain at these levels during the next two-year term.

The Public Works Department is also currently completing a citywide tree inventory, and it is anticipated that additional tasks, specifically large amounts of pruning, will be required based on the results of the inventory to maintain the health of the urban forest. Many of these additional tasks will be completed by the Contractor to allow staff to focus on the daily ongoing maintenance needs of the city.

To ensure that ongoing maintenance, pruning, and removals occur in a timely manner, staff recommends the City Council authorize the second amendment to the agreement to extend the term for an additional two-year period and increase the total compensation by $323,000 for a not-to-exceed total of $788,000.

FISCAL AND ADMINISTRATIVE IMPACTS

Adequate funding for this agreement is included in the General Fund Landscape Maintenance budget, as well as the Landscape Maintenance District budgets.

ATTACHMENTS

1. Resolution
2. Exhibit A - West Coast Arborists, Inc. Agreement Amendment

Prepared by: Sean Prevette
Management Analyst II

Approved by:



Marc Roberts
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 A SECOND AMENDMENT TO THE CITY'S CURRENT AGREEMENT WITH WEST COAST ARBORISTS, INC. TO INCREASE THE TOTAL COMPENSATION IN AN AMOUNT NOT TO EXCEED $788,000 AND EXTEND THE TERM OF THE AGREEMENT FOR AN ADDITIONAL TWO-YEAR PERIOD.

The Maintenance Division of the Public Works Department is responsible for maintaining City owned landscape areas, as well as 92 Landscape Maintenance Districts, which includes pruning and maintenance of trees and shrubs in these areas.

On March 22, 2019, after a full bidding process, the City entered into an agreement with West Coast Arborists, Inc. for tree and shrub maintenance services. An increase in the amount of tree failure and an increasing amount of area for staff to maintain requires additional contractor support to ensure repairs are completed in a timely manner.

On June 30, 2020, the City Manager approved a first amendment to the agreement with West Coast Arborists, Inc. to increase the total compensation by $90,000 for a total-not-to-exceed amount of $465,000 to address additional tree failure in open space areas throughout the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the City Manager to sign, on behalf of the City of Livermore, a second amendment to the agreement with West Coast Arborists, Inc., attached hereto as Exhibit A, to increase the total compensation by $323,000 for a total amount not-to-exceed $788,000, and extend the term of the agreement for an additional two-year period.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 9, 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 Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – West Coast Arborist, Inc. Agreement Amendment

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2022, by and between the City of Livermore ("City"), a municipal corporation, and West Coast Arborists, Inc. ("Contractor"), a California corporation.

RECITALS

On July 11, 2019, City and Contractor entered into an agreement for Contractor to provide tree and shrub maintenance and removal services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On June 3, 2020, City and Contractor executed a First Amendment to the Original Agreement to increase the total possible amount of compensation.

City and Contractor desire to amend the Original Agreement to extend the term of the agreement for the first of two possible two-year extensions commencing on June 1, 2022, and terminating May 31, 2024, update the task rates in Exhibit A-1, and increase the total possible amount of compensation. This is the SECOND amendment to the Original Agreement.

AGREEMENT

NOW, THEREFORE, City and Contractor 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 5 (a) of the Original Agreement is amended to read as follows: The total compensation payable by City to Contractor for the Services SHALL NOT EXCEED the sum of $788,000 ("not-to-exceed"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in "Exhibit A-1" of the Second Amendment up to not-to-exceed amount. Except as provided in the body of the Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

   B. Section 6 of the Original Agreement is amended to read as follows: The term of this Agreement commences on July 1, 2019, and terminates upon the completion of the Services or May 31, 2024, whichever occurs first. The Agreement may be extended for one additional two-year terms by mutual written agreement of the parties, provided the not-to-exceed amount and hourly rates or task amounts in Exhibit A-1 for compensation for each

additional two-year term are not increased by more than the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI-U") in the San Francisco-Oakland-Hayward, California area from the prior calendar year's CPI rate.

2. These amendments are prospective and only apply to the Services rendered by Contractor 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.

CONTRACTOR:

Dated:

04/06/22

By: Patrick Mahoney
Title: President

CITY OF LIVERMORE:

Dated:

Marc Roberts
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhibit A -1 - Scope of Services

Exhibit A-1
Scope of Work

Contractor shall provide all necessary labor, equipment, materials, and supplies to perform the following work in a safe and professional manner on an as-needed basis:

TYPES OF WORK

1. Tree Removal
    a. Contractor shall remove tree and stump to a minimum of 4" below grade;
    b. Work shall include the disposal of any plant material generated by the tree removal.
2. Safety Pruning
    a. Contractor shall prune the tree in accordance with International Society of Arboriculture standards;
    b. All safety pruning shall include, at a minimum:
        i. Appropriate crown reduction;
        ii. Removal of any immediate hazards;
        iii. Removal of any dead limbs;
        iv. Removal of any limbs lower than 8 feet above the grade of sidewalk;
        v. Removal of any limbs lower than 10 feet above the grade of a street.
3. Fruit Elimination Spray ("Fruit Stop")
    a. Contractor shall supply and apply fruit elimination spray in accordance with manufacturer recommendations and any applicable laws and regulations;
    b. Work shall be completed only by individuals possessing a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation.
4. Stump Grinding
    a. Contractor shall remove existing tree stumps to a minimum of 4" below grade.
5. Shrub Pruning
    a. Contractor shall prune the shrub in accordance with International Society of Arboriculture standards. Plants should not be sheared into formal shapes either "squared", "gumdrop" or "gumball" shapes. Shearing shall only be done to maintain a neat, uniform appearance and to keep shrubs growing within intended spaces.
6. Certified Arborist Consultation
    a. Contractor shall provide a certified arborist for consultation when requested by City.
7. Traffic Control
    a. Contractor shall provide appropriate traffic control for work which encroaches on public roadways or driveways. This traffic control shall be compensated at a flat rate per location, which covers any trees that can be

pruned or removed with one set-up and removal of traffic control measures.

8. Emergency Work
    a. Emergency work is defined as work required to be completed between the hours of 5:00pm and 7:00am Monday – Friday or all day Saturday or all day Sunday. Contractor shall respond to emergency work within two hours of notification. Work shall then be completed in an expeditious manner.

CONDITIONS OF WORK

9. Contractor shall maintain a valid City of Livermore Business License for the duration of the agreement.
10. Contractor shall maintain a valid California Contractor's License for the duration of the agreement.
11. Non-Emergency work shall be scheduled at a mutually agreed upon time by the City and Contractor. In no case shall the completion of work be more than 14 calendar days from the date of notification by City.
12. Work may take place at any location within the City of Livermore.
13. Contractor shall be available for emergency response 24 hours per day/7 days per week.

COMPENSATION

14. Contractor shall be paid a flat rate per tree as follows:

Tree Size (DBH)*	Removal	Pruning	Fruit Stop	Stump Grind Only
Up to and including 6"	$208.50	$61.50	$52	$158
Over 6" to 8"	$208.50	$61.50	$52	$158
Over 8" to 12"	$625	$103	$52	$317
Over 12" to 16"	$625	$103	$52	$317
Over 16" to 20"	$1042	$176	$52	$475
Over 20" to 24"	$1042	$176	$52	$475
Over 24" to 30"	$1875.50	$280	$156	$594
Over 30" to 34"	$1875.50	$280	$156	$594
Over 34" to 38"	$2500	$374	$156	$832
Over 38" to 42"	$2500	$374	$156	$832
Shrubs		Pruning - per cubic foot removed		
		$2.60		

*Diameter at Breast Height is defined as diameter of the trunk at 4 feet above grade. For Stump Grinding Only, this measurement shall apply to the top of the stump.

15. Additional services shall be compensated as follows:
    a. Traffic Control Per Location: $ 365
    b. Emergency Work Premium: 100 %
    c. Certified Arborist Consultation $ 156 per hour. A 1-hour minimum charge shall apply to Certified Arborist Consultation work.
16. Emergency work shall be paid as a premium percentage added to the flat rates for the various items of work. Premium percentage for emergency work shall apply to both the base work rate and the base traffic control rate, should traffic control be necessary.

LIVERMORE
CALIFORNIA

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

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution to approve the commitment of up to $2,234,749 of the City of Livermore's Base City Allocation of Alameda County Measure A1 Countywide Housing Bond to finance the development of the Pacific Avenue Senior Housing project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Approving the commitment of up to $2,234,749 of Alameda County Measure A1 Housing Bond Livermore Base City Allocation funds to Satellite Affordable Housing Associates for the Pacific Avenue Senior Apartments project; and
2. Authorizing the City Manager, or his designee, to take such actions and execute all documents necessary to facilitate the Alameda County Measure A1 Housing Bond Base City Allocation commitment of funds for the Pacific Avenue Senior Apartments project.

SUMMARY

On September 13, 2021, the Livermore City Council approved the execution of a Disposition, Development and Loan Agreement (DDLA) with Satellite Affordable Housing Associates (SAHA) and Interfaith Housing (IFH), initiating the development of an affordable senior housing project on a 3.6-acre site on Pacific Avenue. Pacific Avenue Senior Apartments will provide 140 homes to senior households earning less than 60% of the Area Median Income (AMI) for Alameda County for seniors residing in Livermore, veterans, and seniors experiencing homelessness. SAHA proposes to fund development of the affordable housing project through a variety of sources, including Alameda County Measure A1 Housing Bond Rental Housing Development Funds ("Measure A1 Funds"). On January 21, 2020, the Alameda County Board of Supervisors awarded to the Pacific Avenue Senior Apartments project $3,999,263 of Measure A1 Funds for the East County Region.

In addition to the regional pool of Measure A1 Funds, each city in Alameda County also received a reservation of this funding, which is referred to as the "Base City Allocation". The City fully committed its base allocation through Council resolution to the Chestnut Family and Avance affordable housing

projects developed by MidPen Housing Corporation. However, a subsequent reduction of funding requests resulted in $2,234,749 remaining available for projects in Livermore. Staff recommends Council appropriate the remaining Base City Allocation funds to the Pacific Avenue Senior Apartments project, which would provide more financing options to meet the development schedule.

DISCUSSION

On September 13, 2021, the Livermore City Council approved the execution of a Disposition, Development and Loan Agreement (DDLA) with Satellite Affordable Housing Associates (SAHA) and Interfaith Housing (IFH), initiating the development of an affordable senior housing project ("Pacific Avenue Senior Apartments") on a 3.6-acre site on Pacific Avenue. The DDLA memorialized the role of SAHA as the lead developer of the project, established expectations for the development of the site, outlined financial considerations needed from the City to support development of the project, and established site control necessary for financing commitments. On November 16, 2021, the Livermore Planning Commission approved entitlements to develop the two-phased, 100% affordable senior project with 140 housing units. Based on the current project schedule, SAHA hopes to begin construction on Phase 1 in 2023 and will commence construction on the second phase of the project after Phase 1 is completed.

SAHA and IFH will develop the Pacific Avenue housing site with a village-like concept consisting of two four-story buildings that are cohesively integrated with Arbor Vista and Vineyard Village, which are neighboring senior properties owned by IFH. SAHA and IFH worked with the City and community stakeholders to develop a concept plan and design that maximizes the development goals for the site, achieves efficiencies with the neighboring senior properties, and fits well within the context of the surrounding site. Pacific Avenue Senior Apartments will be affordable to senior households earning less than 60% of the Area Median Income (AMI) for Alameda County. In 2021, the maximum annual income for a one-person household earning 60% of the AMI was less than $60,000. The city is also requiring the project to include preferences for seniors residing in Livermore, veterans, and seniors experiencing homelessness.

SAHA proposes to fund development of the affordable housing project through a variety of sources including a City loan, Alameda County Measure A1 Housing Bond Rental Housing Development Funds (“Measure A1 Funds”), an Affordable Housing Program Loan from a Federal Home Loan Bank member institution, Project Based Section 8 Housing Choice Vouchers from the Livermore Housing Authority, and funding from the State of California Housing and Community Development Department. SAHA’s financing plan for the project also includes securing a tax credit award from the State’s Tax Credit Allocation Committee (TCAC). Livermore Housing Authority has already awarded the project with five Project Based Section 8 Vouchers.

On January 21, 2020, the Alameda County Board of Supervisors awarded to the Pacific Avenue Senior Apartments project $3,999,263 of Measure A1 Housing Bond Funds for the East County Region. Housing projects funded through Measure A1 Funds are expected to serve very low-income households with incomes between 30% and 60% of the Alameda County Area Median Income (AMI), with a minimum of 20% of the units developed serving households at or below 20% of AMI and a maximum of 5% of the funds spent on households at or below 80% of AMI. Rental developments funded through Measure A1 Funds must remain affordable for at least 55 years and must have a financial contribution from the city in which the project is located. The project’s preliminary financial plan includes a City funding commitment of up to $7,157,000 for both phases of the development, which will be partially

funded with Local Housing Trust Funds awarded from the State of California and includes a $657,000 predevelopment loan authorized through the DDLA.

In addition to the regional pool of Measure A1 Funds, each city in Alameda County also received a reservation of this funding, which is referred as the “Base City Allocation”. The City fully committed its base allocation through Council resolution to the Chestnut Family and Avance affordable housing projects developed by MidPen Housing Corporation. However, a subsequent reduction of funding requests resulted in $2,234,749 remaining available for projects in Livermore. Staff recommends Council appropriate the remaining Base City Allocation funds to the Pacific Avenue Senior Apartments project, which would provide more financing options to meet the development schedule outlined in the DDLA.

Upon approval by the City and the County, Base City Allocation funds are issued directly from the County to the projects and there are no contractual, fiscal, or administrative requirements for the City other than authorizing and coordinating application submittals with the project developers.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no fiscal impact to the City resulting from this action. The $2,234,749 requested would come from the additional City Base Allocation from Alameda County Measure A1 Housing Bond Rental Housing Development Funds for rental projects supported by Livermore. Projects will receive the funds directly from the County, and no administration or oversight by the City will be required for the Base Allocation.

ATTACHMENTS

1. Resolution

Prepared by: Grace Streltzov
Management Analyst II

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION TO APPROVE THE COMMITMENT OF UP TO $2,234,749 OF THE CITY OF LIVERMORE'S BASE CITY ALLOCATION OF ALAMEDA COUNTY MEASURE A1 COUNTYWIDE HOUSING BOND TO FINANCE THE DEVELOPMENT OF THE PACIFIC AVENUE SENIOR HOUSING PROJECT

In April 2018, through a Request for Proposals process, the City of Livermore ("City") selected Satellite Affordable Housing Associates (SAHA), in partnership with Interfaith Housing, Inc (IFH), to develop a 3.6-acre site located off of Pacific Avenue as an affordable senior housing project that includes a preference for veterans.

In September 2021, the City Council approved a Disposition, Development and Loan Agreement (DDLA) with SAHA and IFH initiating the development of a 140-unit senior housing project called "Pacific Avenue Senior Apartments" over two phases of development as well as committing land and $7,157,000 from the City's Housing Trust Fund to support development of the project.

In November 2016, Alameda County voters passed a $580 million Alameda County Measure A1 Housing Fund Bond to target affordable housing needs of low- to moderate-income county residents.

Each city in Alameda County received a reservation of funds from the Alameda County Measure A1 Housing Bond for development of affordable rental housing ("Base City Allocation"). Upon approval by the City and the County, Base City Allocation funds are issued directly from the County to the projects and there is no contractual, fiscal, or administrative requirement for the City besides authorizing and coordinating application submittals with the project developers.

On January 22, 2018, the City Council adopted Resolution Number 2018-006, which approved the commitment of $6,706,495 of Alameda County Measure A1 Housing Bond Livermore Base City Allocation funds to MidPen Housing Corporation for the development of the Chestnut Square Family Apartments project. A subsequent reduction of funding requests from Midpen Housing Corporation resulted in an unspent balance of $2,234,749 remaining available for additional projects in Livermore.

SAHA has requested an additional loan commitment of $2,234,749 in funding from the City's Base City Allocation for development of the Pacific Avenue Senior Apartments which will serve low-income households with incomes between 20% and 60% of the Alameda County Area Median Income.

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

1. A commitment of up to $2,234,749 of Alameda County Measure A1 Housing Bond Livermore Base City Allocation funds to Satellite Affordable Housing Associates for the Pacific Avenue Senior Apartments project is approved; and
2. The City Manager, or his designee, is authorized to take such actions and execute all documents necessary to facilitate the Alameda County Measure A1 Housing Bond Base City Allocation commitment of funds for the Pacific Avenue Senior Apartments.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 9, 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/ Kelly Trujillo
Kelly Trujillo
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution finding that the Altamont Landfill Open Space Committee's recommendation to expend up to $160,103 for a Phase II Study to identify wildlife connectivity along I-580/Altamont corridor is consistent with the Altamont Landfill Settlement Agreement, authorizing execution of an agreement with Altamont County Resource Conservation District (ACRCD) to conduct the Phase II study in an amount not-to-exceed $160,103 and accepting the Committee's approved list of priority areas.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution to:

1. Find the Altamont Landfill Open Space Committee's recommendation to expend up to $160,103 of Altamont Open Space Funds to the Alameda County Resource Conservation District (ACRCD) and University of California, Davis to conduct a Phase II study to identify and evaluate wildlife connectivity along the I-580/Altamont corridor is consistent with the Altamont Landfill Settlement Agreement.
2. Authorize the City Manager, or designee, to execute an agreement with ACRCD to conduct the Phase II study in an amount not-to-exceed $160,103.
3. Accept the Committee's recommendation to confirm the Eastern Alameda County Open Space Priority List, and that the List will be further refined by the Committee using the new U.C. Berkeley mapping tool and the Phase I and II I-580/Altamont wildlife connectivity study results to guide funding of future open space acquisition applications.

SUMMARY

The Altamont Landfill Open Space Committee (Committee) recommends funding appropriations for the acquisition of natural and scenic open space in Eastern and Western Alameda County. The City of Livermore serves as a voting member on the Committee, along with the City of Pleasanton, Alameda County, and the Sierra Club.

On November 15, 2019, the Committee voted to expend $62,000 of Open Space funds to researchers at

the University of California, Davis and Alameda County Resource Conservation District (ACRCD) to conduct a wildlife connectivity study along the I-580/Altamont corridor to further guide decision making for future open space acquisitions.

The City Council approved that expenditure on February 24, 2020. ACRCD and U.C. Davis are now requesting an additional $160,103 to conduct the Phase II study to provide the Committee more in-depth wildlife information. The Committee recommended at its September 17, 2021 meeting that the City Council find this expenditure consistent with the objectives of the Committee and the Settlement Agreement.

The professional services agreement with ACRCD to conduct the study is being considered by the City Council for approval because the City of Livermore will administer the contract (Exhibit A to the Resolution).

The Committee also recommends the City Council accept the Eastern Alameda County Priority List for open space conservation. This list was reviewed and adopted by the Committee for the first time in 2016. This same list was subsequently reviewed and confirmed by Committee member agencies, including the Livermore City Council in 2018 (see the Priority List and map in Exhibit B to the Resolution). The Committee will refine the Priority List using the U.C. Berkeley mapping tool and ACRCD/U.C. Davis Phase I and II study results among other resources. This refinement process will allow the Committee to have more specific geographic based information when reviewing future funding applications.

Alameda County found the Eastern Alameda County Priority List to be consistent with the Settlement Agreement in March of this year. The Western Alameda County Priority List was also found to be consistent recently by Alameda County and the City of Pleasanton.

DISCUSSION

Background

In 1999, the lawsuit parties (Alameda County, Cities of Livermore and Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County) entered into a Settlement Agreement relating to the proposed expansion of the Altamont Landfill. Results of the Settlement Agreement include substantial reductions in the landfill expansion and waste imports and a requirement for the operator to collect a $0.75 per ton fee for open space acquisition.

Funding allocations are recommended by the voting members of the Committee. The City of Livermore, Alameda County, and the Sierra Club represent the voting members for the eastern acquisition priority area that receives 80 percent of the open space account money. The City of Pleasanton, Alameda County, and the Sierra Club represent the voting members for the western acquisition priority area.

On May 4, 2006, the Alameda County Board of Supervisors upheld the County Planning Commission's approval amending the Conditional Use Permit for the Vasco Road Landfill to continue landfill and recycling activities. Consistent with the language in the Altamont Settlement Agreement, the approval requires the Vasco Road Landfill operator (Republic Services, Inc.) to collect the same per-ton fees for open space, recycling/diversion education, and host community impact, as the Altamont Landfill operator (Waste Management of Alameda County, Inc.). Vasco Road Landfill Conditions of Approval require the

collection and expenditures from the fee accounts to be identical to the Altamont Landfill Settlement Agreement.

Based on consistency with General Plan policy, staff recommends the Council find the Committee's proposed expenditure of $160,103 to fund the Phase II study for wildlife connectivity along the I-580/Altamont corridor to be consistent with the Settlement Agreement, authorize the City Manager to execute a professional services agreement with ACRCD and U.C. Davis to conduct the Study, and accept the Committee's recommended Eastern Alameda County Priority List.

To date, the City Council has confirmed the Open Space Committee's recommendations to distribute funds for ten acquisitions in the Eastern Alameda County Priority area.

Discussion

The Altamont Landfill Open Space Committee holds regular meetings under the terms of the Settlement Agreement. Councilmember Carling is Livermore's Open Space Committee representative.

The Committee recommended at its September 17, 2021 meeting to expend $160,103 of Altamont Open Space Funds to the Alameda County Resource Conservation District and U.C. Davis for services related to a Phase II Study to identify and evaluate wildlife connectivity along the I-580 corridor as part of strategic planning to guide decision making for future open space acquisitions.

The Phase II Study professional services agreement with ACRCD is Exhibit A to the Resolution. Since the Committee does not have contract authority, the City of Livermore will administer the agreement. Section 7.4.7 of the Settlement Agreement requires the City Council to concur with the Committee's actions and authorization of funding.

The Altamont Settlement Agreement allows the Committee to use 5% of annual revenues for consulting purposes. Five percent of the 2020 annual revenues that the Altamont Open Space Fund received is approximately $89,000. The requested $160,103 expenditure is within the five percent of funds received annually, assuming the contract costs are spread over the next two years, which allows approximately $178,000 to be used for consultant costs.

The Settlement Agreement requires the Committee to establish a priority list of future acquisition areas in Eastern Alameda County based upon the criteria in the Settlement Agreement. The first priority applies to properties with significant value for preservation of native biological diversity and/or wildlife, and the second priority applies to properties having significant value for visual character and/or non-motorized recreation.

Additional criteria developed and utilized by the Committee includes strategic value in land protection, additional funding sources, and willing sellers. Consistent with these additional criteria, previous acquisitions have provided biological/recreational linkage between open space properties and/or stabilized open space land use beyond the Urban Growth Boundary, partnered with other organizations for funding and involved willing sellers.

The Committee recommended at its January 21, 2022, meeting that the City Council once again find the the Eastern Alameda County Priority List (Exhibit B to Resolution) to be consistent with the Settlement Agreement before the Committee embarks to analyze and refine this list based on the new mapping tool

and I-580 Altamont wildlife connectivity study. The city found this same Priority List consistent in 2018, and Alameda County recently found the List consistent in March. This refinement process will allow the Committee to have more specific geographic based information to develop potential property lists and when reviewing future funding applications. Exhibit B also shows the Western Alameda County Priority Areas, but Livermore does not vote to confirm that list; only the City of Pleasanton, Alameda County and Sierra Club vote to confirm the Western Priority Areas list.

Hiring a consultant to conduct the wildlife corridor study and confirming the Priority List as part of the strategic open space planning effort is consistent with and implements numerous General Plan open space and conservation policies as listed in Attachment 3. Based on consistency with General Plan policy, staff recommends the City Council find the Committee's proposed expenditure of $160,103 to fund the Phase II study for wildlife connectivity along the I-580/Altamont corridor to be consistent with the Settlement Agreement, authorize the City Manager to execute a professional services agreement with ACRCD to conduct the study, and accept the Committee's recommended Eastern Alameda County Priority List. Attachment 2 is a letter from ACRCD and U.C. Davis thanking the Committee for its support and explaining the importance of the study.

FISCAL AND ADMINISTRATIVE IMPACTS

If the Council accepts the Committee's recommendation, the balance in the Altamont Landfill Settlement Open Space Fund would be reduced by $160,103 to pay for consultant services. However, approximately $18 million would remain in the account held by Alameda County for Eastern Alameda County. Funding this project would have no impact on the City's General Fund other than the allocation of staff time to administer the contract and review work products.

ATTACHMENTS

1. Approved Open Space Committee Acquisitions
2. Alameda County Resource Conservation District Support Letter
3. Applicable General Plan Policies
4. Resolution
5. Exhibit A - Agreement with ACRCD for Phase II study
6. Exhibit B - List of Proposed Priority Areas

Prepared by: Steve Riley
Principal Planner

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

City Council has approved the Open Space Committee's recommendations to distribute funds for ten acquisitions in the eastern acquisition priority area as shown below

CC Date	Grant Amount	Acres	Acquisition Entity	Location
2-25-2008	$200,000	80	East Bay Regional Park District	Adjacent to Del Valle Regional Park (Newbury Property).
7-13-2009	$1,040,465	107	City of Livermore	Doolan Road adjacent to UGB and City Boundary
9-27-2010	$300,000	74	Tri-Valley Conservancy	Bobba Property off Arroyo Road near the Veterans' Hospital
10-25-2010	$2,000,000	633	East Bay Regional Park District	Doolan Ranch
6-27-2011	$1,000,000	65	East Bay Regional Park District	Farber Property
10-28-2013	$420,000	81	City of Livermore	Doolan Road north of City-owned properties
12-09-2013	$500,000	79	East Bay Regional Park District	Eddie's Flat between Vasco and Laughlin Road
10-23-2017	$132,200	2	East Bay Regional Park District	Gosselin Staging Area and Trail Easement into Doolan Canyon Preserve
12-10-2018	$1,000,000	137	City of Livermore	Doolan Road adjacent to Dublin and in proximity to Doolan Ranch
1-29-2019	500,000	0	Tri Valley Conservancy	Shadow Cliffs to Del Valle Trail Bridge
Total	$7,092,665	1,258		

Alameda County
RESOURCE
CONSERVATION DISTRICT

ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT
3585 GREENVILLE ROAD, SUITE 2
LIVERMORE, CA 94550
PHONE: 925-371-0154
FAX: 925-960-1550
www.arcrd.org

President
Karen Sweet

Vice President
Marilyn Russell

Treasurer
Niki Wente

Mark Connolly

Michael Fredrich

Carol Garberson

Bill Hoppes

Chief Executive Officer
Katherine Boxer

Chief Financial Officer
Marilyn Harvey

November 11, 2021

Altamont Landfill Open Space Committee (ALOSC)
Attn: Elizabeth McElligott
Community Development Agency
224 West Winton Avenue
Hayward, CA 94544

Dear ALOSC Committee Members,

On behalf of the Alameda County Resource Conservation District and the University of California, Davis Road Ecology Center, we would like to thank you again for supporting our 2021-2022 research funding request. The Committee's recognition of how wildlife presence and activity research can significantly inform decisions on potential properties to acquire for preservation or conservation easements is greatly appreciated.

The ALOSC funding dedicated to wildlife related research will enhance the knowledge base of many future conservation and biodiversity related endeavors in Alameda County in the years to come.

We look forward to working with the ALOSC Committee and keeping you regularly informed about our research findings.

Respectfully,

Katherine Boxer
Chief Executive Officer
Alameda County RCD

Fraser Shilling, PhD.
Director
UC Davis, Road Ecology Center

Hiring a consultant to conduct the wildlife corridor study and confirming the Priority List as part of the strategic open space planning effort is consistent with and implements numerous General Plan open space and conservation policies as listed below.

Goal OSC-1 Conserve the value and function of Livermore's open space as a biological resource.

Objective OSC-1.1 Maintain biodiversity within the Planning Area with special emphasis on species that are sensitive, rare, declining, unique, or represent valuable biological resources.

P1. Priority shall be given to land acquisition efforts that would result in the creation and expansion of linkages between existing protected natural resource areas.

P2. The City shall support efforts to preserve and maintain Corral Hollow, important as the most northerly range of desert plants and animals, as open space.

P3. The City shall support efforts to preserve and maintain Cedar Mountain, important for its restricted stand of Sargent Cypress, var., Duttoni, as open space.

P5. The City shall support efforts to preserve and protect the Brushy Peak Regional Preserve consistent with the goals of East Bay Regional Park District's Master Plan for the Preserve

P6. The City shall preserve and maintain Frick Lake and the Springtown Alkali Sink area as important wildlife and plant habitats through preservation of open space in and around these areas.

OSC-1.2 P1. Habitats of rare or endangered species shall be preserved.

OSC-1.4 P2. The City shall encourage and cooperate with the County of Alameda to undertake a study to: (1) map the precise distribution of the rare and endangered species as to their number and sites; and (2) determine the sensitivity of these species to development, so that effective management programs can be developed.

OSC-1.4 P.3. The City shall encourage and cooperate with the County, EBRPD, LARPD, and other agencies and organizations to establish a program to preserve representative examples of natural and near-natural landscape communities, such as the Springtown Alkali Sink, Brushy Peak, Corral Hollow, Cedar Mountain and Sycamore Grove.

OSC-1.4 A3. The City shall develop a list of priorities and implementation plan regarding acquisition and/or preservation of open space areas to assist with the use of open space and other preservation fees or funds received by the City.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO EXPEND UP TO $160,103 FOR A PHASE II STUDY IS CONSISTENT WITH THE ALTAMONT LANDFILL SETTLEMENT AGREEMENT, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ACRCD IN AN AMOUNT NOT-TO-EXCEED $160,103, AND ACCEPTING THE COMMITTEE'S RECOMMENDATION TO CONFIRM THE EASTERN ALAMEDA COUNTY OPEN SPACE PRIORITY LIST

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation. In 1999, the parties entered into a Settlement Agreement that required the collection of a fee for open space acquisitions in fee or permanent easements, and the creation of the Altamont Landfill Settlement Agreement Open Space Committee ("Committee").

During the Committee meeting held on September 17, 2021, a majority of the voting members from both the east and west acquisition priority area voted in favor of expending up to $160,103 to hire the Alameda County Resource Conservation District and University of California, Davis Researchers for a Phase II study to identify and evaluate wildlife connectivity along the I-580/Altamont corridor.

The Settlement Agreement requires the Committee to establish a priority list of acquisition areas in Eastern Alameda County based upon the criteria in the Settlement Agreement, including properties with significant value for preservation of native biological diversity and/or wildlife, and properties having significant value for visual character and/or non-motorized recreation. The Committee has developed and utilized additional criteria, including strategic value in land protection, additional funding sources, and willing sellers.

The Settlement Agreement allows, by approval of a majority of the members of the Open Space Committee and concurrence by Alameda County and the Cities of Livermore and Pleasanton, up to five percent (5%) of the funds received in the Altamont Landfill Open Space Account in any given year to be expended for the services of independent consultants to aid the Committee in carrying out its duties to identify open space areas in need of protection and to make plans for their acquisitions, and up to two percent (2%) of the funds received in the Open Space Account in any given year to be expended for costs incurred in the financial management of the account.

During the Committee meeting held on January 21, 2022, the voting members from both the east and west acquisition priority area recommended the City Council

accept the previously approved Eastern Alameda County Priority List (attached to this resolution as Exhibit B).

The Committee is recommending the City Council determine that the proposed expenditure is consistent with Altamont Landfill Settlement Agreement and accept the Eastern Alameda County Priority List.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore finds that the Open Space Committee's proposed expenditure of $160,103 of Altamont Open Space Funds for a Phase II Study to identify and evaluate wildlife connectivity along the I-580/Altamont corridor is consistent with the Altamont Landfill Settlement Agreement, and authorizes the City Manager, or designee, to execute an agreement with ACRCD to conduct the Phase II study in an amount not-to-exceed $160,103, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it accepts the Eastern Alameda County Priority List to guide funding of future open space acquisition applications, attached hereto as Exhibit B.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 9, 2022, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ _____
Marie Weber Kimberly D. Cilley
City Clerk Sr. Asst. City Attorney

Exhibit A – Agreement with ACRCD for Phase II study
Exhibit B – Alameda County Open Space Priority List

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the City of Livermore ("City"), a municipal corporation, and Alameda County Resource Conservation District (ACRCD), ("Consultant"), an independent special district.

RECITALS

City requires professional services to perform wildlife research to fulfill the Altamont Landfill Open Space Committee (ALOSC) research grant requirements.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

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

1. Retention as Consultant. City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

On behalf of the ALOSC the Alameda County Resource Conservation District will conduct scientific research and findings related to the camera trap network that will be expanded to include additional sites (four new proposed) and to improve coverage within the current study area initiated during Phase I (total of forty cameras proposed). There are three types of sites identified from which to select four new locations, these sites include: 1) additional private and public land parcels distributed through the Altamont Pass, 2) sites of varying conservation priority as determined by UCB's web tool, and 3) one site near Eden Canyon Rd, at the western end of ALOSC's areas of interest.

4. Consultant's Responsibilities. Consultant shall:

(a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(b) Provide the resources necessary to complete the Services in a timely manner;

(c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Steve Riley ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and

1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $160,103 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on May 10, 2022, and terminates upon the completion of the Services or May 31, 2023, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual,

world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

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

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by

City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Steve Riley, Planning Department
1052 S Livermore Avenue
Livermore, California 94550
Telephone No. (925) 960-4450

TO CONSULTANT: Attention: Katherine Boxer, CEO
3585 Greenville Road, Suite 2
Livermore, CA 94550
Telephone No. (541) 944-8822

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

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

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Attachment List on the Next Page

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

CONSULTANT: **Dated:**

Katherine Boxer — 4/27/22

By: Katherine Boxer
Title: Chief Executive Officer

CITY OF LIVERMORE: **Dated:**

Marc Roberts
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

EXHIBIT A

Alameda County Resource Conservation District, University California, Davis, & University of California, Berkeley

PROJECT BACKGROUND

The Altamont Landfill Open Space Committee (ALOSC) is interested in basing their land acquisition and/or conservation easement purchases on scientific research and findings related to the presence and movement of native wildlife species in the vicinity of the I-580 transportation corridor. This proposed project isthe second phase of a multi-phase program that will help to meet the ALOSC goalsby highlighting areas of wildlife use and movement. The Phase II project will continue field-collection of data about wildlife occurrence and movement in Alameda County, within the ALOSC responsibility area. Insights from these data will be critical to informing efforts to protect wildlife during movements toward and across I-580 in the Altamont Pass/Diablo Range and the East Bay hills. In the current phase of study, Phase I project leads (Alameda County Resource Conservation District [ACRCD] and the Road Ecology Center at U.C. Davis [UCD]) will continue field data collection to assist with determination of which lands offer the greatest potential for wildlife connectivity in the ALOSC responsibility area. This information will support ALOSC decision making about lands to be acquired in fee title or permanent easement, in cooperation with private or public landowners interested in preserving all or portions of their property.

SCOPE OF WORK

Phase I (Completed)

Phase I of this project involved field investigations of wildlife occurrence and movement, including initial compilation of available information about wildlife species occurrence (including listed, threatened and endangered species) from the California Department of Fish and Wildlife's California Natural Diversity Database (CNDDB), the UCD California Roadkill Observation System (CROS),

and Biodiversity Information Serving Our Nation (BISON, via U.S. Geological Survey) databases, as well as camera and other sightings data identified to date.

Phase I Research Project Deliverables (Completed)

1) Initiated a formal camera trap and animal-sign detection research program at five sites within the study area (five sites, 18 cameras installed).

2) Initiated development of an integrated dataset of wildlife observations for use inoccupancy and other statistical analyses.

3) Submitted a Technical Report describing the outcome of the preliminary investigation and research conclusions.

Phase II (Proposed)

During Phase II of this study, the camera trap network will be expanded to include additional sites (four new proposed - see explanation below) and to improve coverage within the current study area initiated during Phase I (total of forty cameras proposed). The forty camera sites include: 1) additional private and public land parcels distributed through the Altamont Pass and Castro Valley area, 2) sites of varying conservation priority as determined using UCB's web tool. The four new proposed sites are in the general vicinity of Eden Canyon Rd/Castro Valley, at the western end of ALOSC's areas of interest. The exact location of these four new proposed sites will be determined once agreements are finalized with property owners. Approximately 20% of Phase II funding will be allocated to study and data collection for the western end site(s) near Eden Canyon/Castro Valley and approximately 80% allocated to sites distributed through the Altamont Pass for the eastern end. Along with data collection at the new sites, camera trap data will continue to be collected at the original study sites as well as additional wildlife occurrence data from other sources (e.g., new CNDDB records and roadkill data). Thus, our efforts will result in one to two and a half years of data collection at all sites.

The field-collected data and data from other sources will be designed to inform the final, analytical phase of the project (Phase III). That phase will be proposed at the tail-end of data collection, in Spring 2023. At that point we will have 1 to 3 years (depending on location) of camera trap and sign monitoring at multiple sites through the Altamont Pass and one or more site(s) near Castro Valley. We also

will collect all available data from other local, state and federal sources. The combined dataset will be used in Phase III analyses involving occupancy modeling and informing theUCB decision-support tool for ALOSC.

Task 1: Landowner and ALOSC Communication

ACRCD and UC Davis will develop and use strategies to gain access to key new properties in Phase II with support from ALOSC member agencies and staff. These strategies will be shared with ALOSC within the first four month of the contract. In Phase 1, we reached out to public and private landowners to request permission to place cameras on their lands, receiving low response (2/ 100 landowners contacted). In Phase II, ACRCD staff will initiate a new round of outreach through mailings and ACRCD's email listserv. In addition ACRCD will leverage relationships with the Contra Costa Alameda County Cattleman's Association, Central Coast Rangeland Coalition, and NRCS to facilitate outreach to private landowners. ACRCD will inquire about the possibility of presenting at a Cattleman's Association event (likely at a dinner meeting) to further in-person communications. ACRCD and UCD staff will discuss with these landowners what kind of working relationship works for them to maintain their privacy, while collecting wildlife data. ACRCD staff will also contact public landowners to both renew permits with a fee (Alameda County) and without a fee (Contra Costa Water District). We will also seek permission to place cameras at East Bay Regional Park District's Brushy Peak Regional Park and Don Castro Regional Recreation Area, as well as other publicly-owned facilities and lands.

Task 2: Field Sites and Data Collection

We will attempt to ensure that our field data collection occurs on lands representative of the types of habitats (strata) observed in both the west and east ends of the study area. Using GIS software, we will attempt to randomly select these field sites within strata (stratified random sampling). Though we recognize that with varied ownership and limits to access in some locations, true stratified random sampling will not be possible. For ease of geographic reporting, we will use three study area designations: a) Castro Valley, b) west-slope Diablo Range, and c) east-slope Diablo Range. Time is specifically allotted in the first few months of Task 2 to both ACRCD and UCD staff to fine tune the sampling design of Phase I study for this purpose.

We will carry out two kinds of data collection on lands with access permission: 1)

animal sign observations, and 2) using camera traps. Both methods are acceptable and often-used methods in the scientific literature. 1) During camera trap placement and maintenance, field assistants and staff (UCD and ACRCD) will collect and record observations of animal sign (track and scat) using geo-located photographs from a mobile device. Provisional animal identifications will be made by assistants and staff and verified by Shilling (UCD), using the Field Guide to Animal Tracks and Scat of California (Elbroch et al., 2012). 2) Camera traps will be placed by Shilling or ACRCD staff scientists in places optimized for observing wildlife. For Phase 1, this included livestock watering holes and devices, riparian areas, and obvious wildlife trails. This type of spatially-biased sampling is appropriate when the goal is determining species occupancy within the sampled area, vs. population size. Cameras will be checked by ACRCD or UCD on a monthly basis, which includes at least collection and replacement of SD cards and changing the batteries as needed. Image file contents of the SD cards will be uploaded to our custom image-management systems (see Task 3) by field staff. Stolen or damaged cameras will be replaced until we run out of batteries purchased for this project. We have found that cameras placed under permit in two secured County locations are quite often stolen. These are important areas and we don't have a solution for this problem other than to hide cameras to monitor the theft and identify who is responsible.

Task 3: Data Management and Analysis

All camera trap data will be managed by ACRCD and UCD staff using the ImageID (https://wildlifeobserver.net/imageid) and CamWON (https://wildlifeobserver.net) systems. These systems are AI-supported image processing and image data management systems, respectively. The image data will be managed as a "private" project on the CamWON system, which hides the camera locations and findings from public viewing, buts is shareable with people who are provided with access. UCD students and ACRCD staff-scientists will use these systems to identify animals to species and record other metadata for images (e.g., number of animals, behavior). This will result in information about individual species and species diversity/count for specific locations.

Data analysis will consist of summaries of all-species and rare-species diversity by land-unit. We will use the same land-units as the UC Berkeley online decision-support tool to facilitate ingestion of our occupancy data into the online tool. Where possible and appropriate, we will note any differences between wildlife species observed near I-580 and those observed in nearby areas greater than 1/2

mile and less than 2 miles from the interstate. In other areas, we have found that certain species found away from busy highways may avoid the areas near highways, resulting in population fragmentation and isolation. Data summaries will be in two forms: 1) spatial datasets showing locations of species through the study area, and 2) tabular summaries for each of the 3 parts of the study area, identified in Task 2. These summaries will be included in the final technical report.

Despite a lapse in funding between Phase I and Phase II of this project, ACRCD has continued to collect data at a subset of camera locations (StopWaste and Greenville, through November 2021). We have amassed a large dataset of unprocessed information. Therefore, we have front-loaded ACRCD data processing time in order for ACRCD staff to perform data management on the existing, unprocessed images (e.g., organize and upload these photographs to UC Davis' Wildlife Observer Network (WON, described below), tag identifications and quality check dates/ times of data collection). Remote uploads and processing take multiple steps and can take several hours for each camera card, depending on size of raw dataset and upload speed.

Quarterly Reporting

On a quarterly basis, ACRCD and/or UCD will provide remote/in-person or remote-only, respectively, oral reports to the ALOSC. These will include oral summaries of progress in carrying out each Task and will culminate in a final oral and written project report at the end of the project term.

Phase II Research Project Deliverables

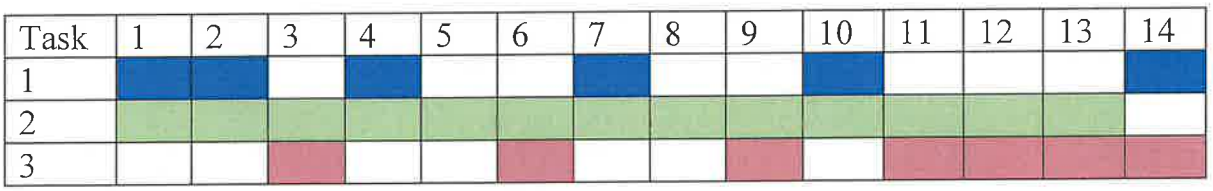
1) Progress reports to the ALOSC every four months after the project begins.

2) Medium-term (1 to 3 years) datasets from the camera trap, and animal-sign detection research program; other datasets representing wildlife occurrence and movement.

3) A Technical Report summarizing the outcomes of the Phase I and II data collection and summarization.
The final technical report will be presented to the ALOSC at the termination of the project.

Phase II Timeline

The ACRCD/UC Davis Project Directors and Researchers will begin project research as soon as requested funds are allocated and contractual agreements have been signed. The total project period of Phase II research is estimated to take place over the 14 months between April 1, 2022 and May 31, 2023. A timeline of proposed activities is shown in the table below. (Each numbered column represents a month, starting with the month the contract is finalized. Scheduled periods of activity are shown with colored shading.)



Phase II Budget Chart

The total amounts in each line item will be distributed in a roughly 80%:20% pattern between the eastern and western ends of the study area, respectively. The UCD budget does not include an approximately 1:1 match of PI Shilling's time (=$12,240), or unpaid student intern time (TBD).

ITEM DESCRIPTION	Loaded Rate	#Hours/units	Total
ACRCD: Boxer - Outreach, Planning, Reporting	$ 106.56	192	$ 20,459.16
ACRCD: Tech: Field, Outreach, Data Management	$ 46.92	576	$ 23,535.82
ACRCD: PM: Field, Outreach, Planning, Data Management, Reporting, Admin	$ 61.29	384	$ 27,024.65
ACRCD: TA: Field, Planning, Reporting	$ 58.91	192	$ 11,310.05
ACRCD: CFO: Admin	$ 69.19	24	$ 1,660.54
ACRCD: Supplies (Camera traps, SD cards, batteries and camera security items)			$ 8,350.00
ACRCD: Access Permits for County lands and rights-of-way			$ 5,000.00
UCD: Shilling	$ 68.00	180	$ 12,240.00
UCD: Technician	$ 70.20	420	$ 29,484.00
UCD: Undergrads	$ 15.60	648	$ 10,108.80
UCD: Travel (mileage)	$0.56/ mile	3972	$ 2,224.32
UCD: Supplies (Batteries)			$ 3,000.00
UCD: Overhead (10% eligible costs)			$ 5,705.71
UCD Subtotal			**$ 62,762.83**
ACRCD Subtotal			**$ 97,340.22**
Grand Total			**$ 160,103.05**

Appendix A

Phase I Sample Photos



Coyote at StopWaste 1, March 2, 2021.



Bobcat with California ground squirrel at StopWaste 3, July 15, 2021.



American badger at StopWaste 3, August 30, 2021.



Young bobcat at StopWaste 5, July 15, 2021.



Deer at Greenville 1, December 25, 2020.



Red fox at Greenville 1, December 25, 2020.



American badger at Greenville 3, January 16, 2021.



American kestrel at StopWaste 4, August 12, 2021.

Ms. Elizabeth McElligott, Assistant Director, Alameda County Community Development Department

Attention: Altamont Landfill Open Space Committee Members

September 13, 2021

Dear Altamont Landfill Open Space Committee Members,

We hope this message finds you all well. The *ACRCD/UC Davis Wildlife Research Team* presented our Final Report on Phase I of our research at the March 19th Altamont Landfill Open Space Committee (ALOSC) meeting in 2021. Based on feedback from Committee members, we would like to submit a request for funding for **$160,103** to implement Phase II of our research, a more intensive camera trapping effort encompassing primarily the eastern geographic areas of ALOSC interest and secondarily a portion of the western area, as defined in Section 7.3.1 of the Altamont Landfill Settlement Agreement. The timeline for Phase II will begin in April 2022 and conclude in May 2023. The research will retain the same goal as Phase I: supporting the ALOSC's *prioritization of lands for acquisition based on wildlife presence/activity and potential habitat connectivity through the Altamont Pass*. The ALOSC will utilize this information, as appropriate, to supportinitial strategies for potential land acquisition in fee title or conservation easement to enable wildlife movement in relation to I-580.

Our first phase of research (March 2020 – February 2021) set the stage to inform ALOSC's land-acquisition efforts about current wildlife occurrence on properties that may possess suitable characteristics to support habitat connectivity. This was initiated through sampling of the lands and wildlife species on the north and south sides of Interstate 580 across the Altamont Pass. The second phase of research will provide the Committee with more in-depth wildlife information to support this goal by doubling our camera trapping effort, increasing the number of properties sampled, extending the geographic reach of sampling, and sampling all seasons across years. The additional funds requested will enable the Research Team to complete this more intensive field research stage and to increase outreach efforts with landowners.

The ALOSC has identified I-580 in Alameda County as one of two of the highest priority areas where habitat fragmentation and the separation and isolation of wildlife populations threaten genetic vigor and biodiversity in the region. Phase II

of the proposed project will focus on 1) continuing and expanding field investigation of wildlife occupancy using wildlife cameras and opportunistic animal track/sign detection. This data will be analyzed during a final Phase III of this project (not part of this proposal), which will include occupancy modeling to more clearly understand species distribution and contribution to connectivity analyses in the Diablo Range and East Bay Hills. In addition, Phase III will include collaboration with the UC Berkeley IGIS team and Dr. Van Butsic to incorporate wildlife presence and occupancy data into their current online ALOSC parcel-prioritization mapping tool. Prior to Phase III proposal submission, deliverables from Phase II will include a comprehensive report in May of 2023, describing the methods, findings and conclusions, which will be submitted to the ALOSC as a report and include a presentation to the Committee. We will also present our interim findings to the ALOSC Committee intermittently.

We look forward to continuing work with the Altamont Landfill Open Space Advisory Committee on this vital research. We believe that this project will improve community and agency knowledge of wildlife movement primarily through the Diablo Range and secondarily the East Bay Hills. The research will further provide critical data to improve ALOSC decision making related to the acquisition of land/ habitat that enables connectivity of contiguous lands adjacent to and on both sides of I-580.

A detailed Scope of Work and Budget are provided in the following section.

Thank you in advance for the opportunity to submit a Phase II Research request. We look forward to consulting regularly with the ALOSC to discuss progress and to receive feedback. And, we greatly appreciate your time and consideration.

Sincerely,

Fraser Shilling, PhD
University of California
Road Ecology Center

Katherine Boxer, CEO
Alameda County Resource
Conservation District

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $1,000,000 per occurrence/**$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated

volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

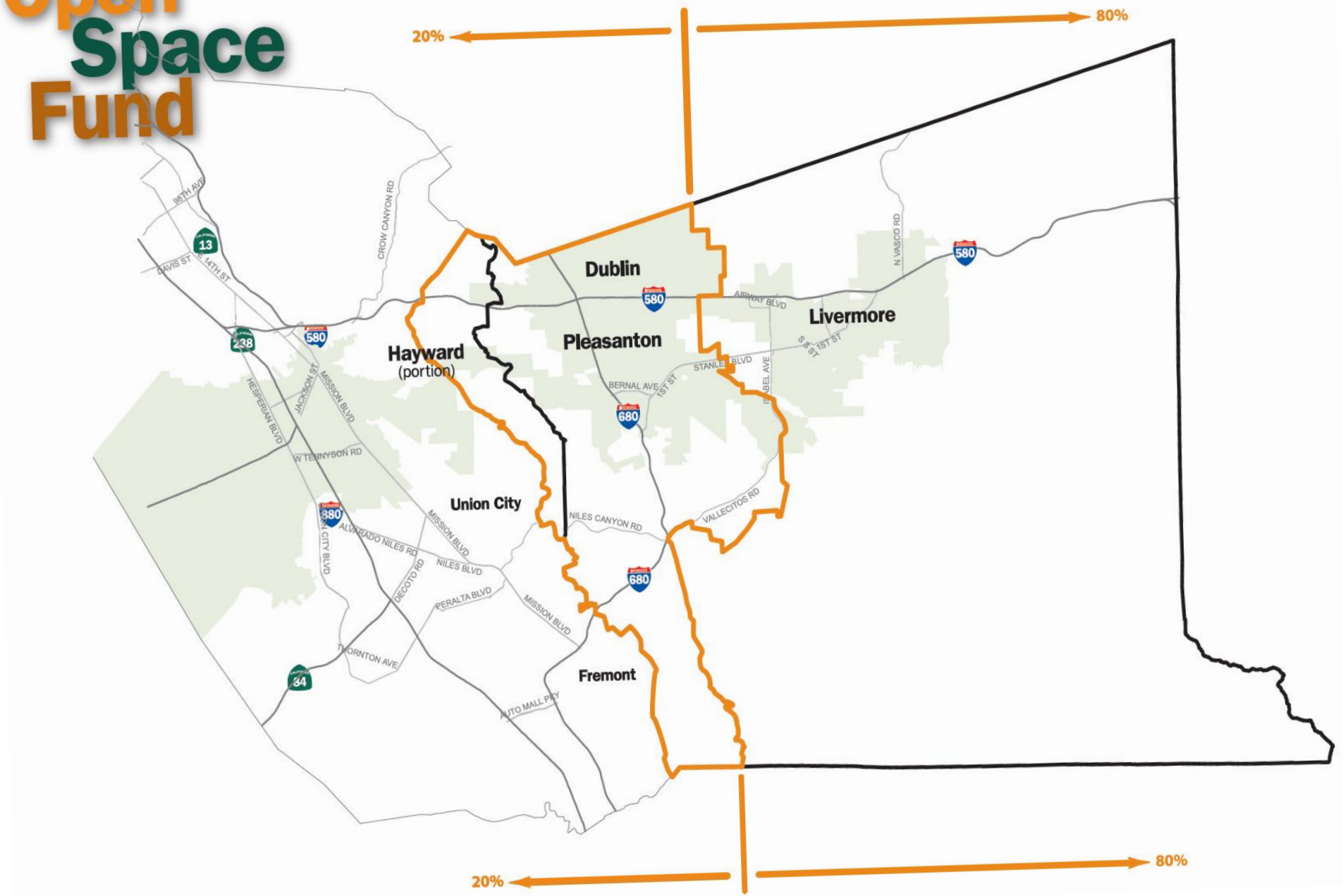
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

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

EXHIBIT B

ALTAMONT LANDFILL Open Space Fund



General Priority Areas - September 16, 2016

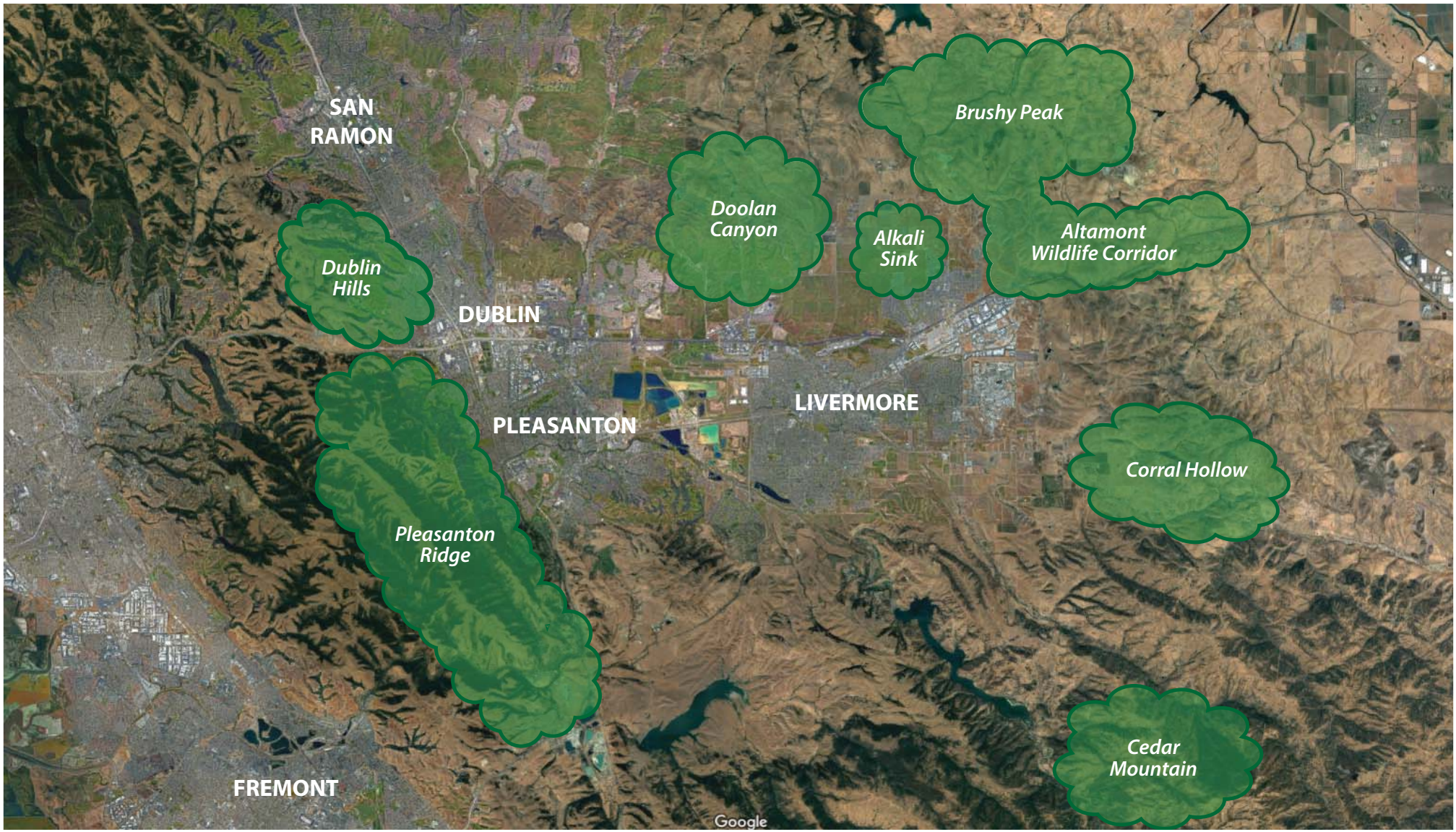
EASTERN PRIORITY LIST

- Doolan Canyon Area
- Springtown Alkali Sink
- Tesla / Corral Hollow
- Cedar Mountain
- Brushy Peak
- Altamont Pass wildlife corridor

WESTERN PRIORITY LIST

- Arroyo Mocho
- Pleasanton Ridge
- Dublin Hills

EXHIBIT B


SAN RAMON
Brushy Peak
Doolan Canyon
Alkali Sink
Altamont Wildlife Corridor
Dublin Hills
DUBLIN
LIVERMORE
PLEASANTON
Corral Hollow
Pleasanton Ridge
Cedar Mountain
FREMONT
Google

LIVERMORE
CALIFORNIA

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

DATE: May 9, 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 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. Cheza Nami Foundation, Inc.- $10,000 for the 10th annual *Taste of Africa Festival*
2. Las Positas College Foundation- $4,000 for the *2022 Las Positas College Literary Festival ("LPC Lit Fest")*
3. Livermore Art Association- $4,000 for the *2022 Livermore Art Association Spring Art Show*
4. Livermore Valley Joint Unified School District- $6,650 for an *original cast album recording of the theater production titled "[INSERT future HERE]"*
5. Livermore Valley Opera- $8,000 for the *Education and Community Outreach Programs*
6. Livermore Valley Performing Arts Center- $1,250 for performances at *Artwalk 2022*

SUMMARY

The Commission for the Arts administers the Project and Program Grant Program, reviews funding applications twice per year in March and September and provides funding recommendations to the City Council for final approval.

In March 2022, a total of nine (9) applications were received for Project and Program Grant funds. The Commission for the Arts and staff recommend that the Council adopt a resolution approving the execution of a Project and Program Grant Agreement with each of the following: Cheza Nami Foundation, Inc; Las Positas College Foundation; Livermore Art Association; Livermore Valley Joint Unified School District; Livermore Valley Opera; and Livermore Valley Performing Arts Center.

DISCUSSION

In 2004, the City Council created the Public Art Fund for the purpose of funding public art and cultural

programming, consistent with the city's public art policy. In 2008, the Council created the Project and Program Grant Program for the cultural enrichment of the city. The Council also considered the program as an eligible public art and cultural program that is to be funded by the Public Art Fund.

The Commission for the Arts administers the Project and Program Grant Program, reviews funding applications twice per year in March and September and provides funding recommendations to the City Council for final approval. Opportunities for funding were posted on the city website and social media.

On March 1, 2022, staff received a total of nine (9) 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 Commission for the Arts at its regular meeting on March 22, 2022. The Commission for the Arts selected six (6) applications for funding. The six (6) recommended projects are consistent with the Cultural Arts Master Plan, meet the evaluation criteria, and include expenses that are eligible for funding. The remaining three did not meet all the evaluation criteria and did not sufficiently identify expenses eligible for funding under the grant program. In two cases, the Commission for the Arts elected to fund an amount lower than the amount requested due to ineligibility or inappropriateness of individual expenditures included in the application.

The Commission for the Arts is recommending the following six (6) applications for funding:

Agency	Project	Funds Requested	Grant Recommendation
Cheza Nami Foundation, Inc.	10th Annual Taste of Africa Festival	$10,000	$10,000
Las Positas College Foundation	2022 Las Positas College Literary Arts Festival ("LPC Lit Fest")	$8,000	$4,000
Livermore Art Association	2022 Livermore Art Association Spring Art Show	$4,000	$4,000
Livermore Valley Joint Unified School District	An original cast album recording of [INSERT future HERE]	$6,650	$6,650
Livermore Valley Opera	Education & Community Outreach Programs	$8,000	$8,000
Livermore Valley Performing Arts Center	Performances at ArtWalk 2022	$2,500	$1,250

The Commission for the Arts and staff recommend the City Council adopt a resolution to approve the applications and authorize the execution of Project and Program Agreements with each of the selected applicants. The total grant funding for all applications is $33,900.

FISCAL AND ADMINISTRATIVE IMPACTS

Project and Program Grants are funded with Public Art Fee funds (F608). Funds have been identified in the FY 2021-22 and FY 2022-23 Financial Plan. No further appropriation is needed at this time.

ATTACHMENTS

1. Resolution

2. Exhibit A - Cheza Nami Foundation Inc.
3. Exhibit B - Las Positas College Foundation Agreement
4. Exhibit C - Livermore Art Association Agreement
5. Exhibit D - Livermore Valley Joint Unified School District Agreement
6. Exhibit E - Livermore Valley Opera Agreement
7. Exhibit F - Livermore Valley Performing Arts Center Agreement

Prepared by: Theresa De La Vega
Management Analyst

Approved by:



Marc Roberts
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 PROJECT AND PROGRAM GRANT AGREEMENTS WITH: CHEZA NAMI FOUNDATION, INC., IN THE AMOUNT OF $10,000; LAS POSITAS COLLEGE FOUNDATION, IN THE AMOUNT OF $4,000; LIVERMORE ART ASSOCIATION, IN THE AMOUNT OF $4,000; LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT, IN THE AMOUNT OF $6,650; LIVERMORE VALLEY OPERA, IN THE AMOUNT OF $8,000; AND LIVERMORE VALLEY PERFORMING ARTS CENTER, IN THE AMOUNT OF $1,250.

The City Council created the Public Art Fund for the purpose of funding public art and cultural programming consistent with the public art policy administered by the Commission for the Arts. An eligible use of the Public Art Fund, the Project and Program Grant program was created by the City Council 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 nine applications in March 2022. Following a review of those nine applications, the Commission for the Arts recommends funding six of the nine Project and Program Grant applications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, authorizes the City Manager, or his designee, to execute the Project and Program Grant Agreements with the following:

1. Cheza Nami Foundation, Inc., in the amount of $10,000 for the 10th annual Taste of Africa, attached hereto as Exhibit A;
2. Las Positas College Foundation, in the amount of $4,000 for the 2022 Las Positas Literary Festival “LPC Lit Fest”, attached hereto as Exhibit B;
3. Livermore Art Association, in the amount of $4,000 for the 2022 Livermore Art Association Spring Art Show, attached hereto as Exhibit C;
4. Livermore Valley Joint Unified School District, in the amount of $6,650 for an original cast album recording of [INSERT future HERE], attached hereto as Exhibit D;
5. Livermore Valley Opera, in the amount of $8,000 for the Education and Community Outreach Programs, attached hereto as Exhibit E; and
6. Livermore Valley Performing Arts Center, in the amount of $1,250 for performances at Artwalk 2022, attached hereto as Exhibit F.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May _____, 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/ Kelly Trujillo
Kelly Trujillo
City Attorney

Exhibit A - Cheza Nami Foundation, Inc. Agreement
Exhibit B - Las Positas College Foundation Agreement
Exhibit C - Livermore Art Association Agreement
Exhibit D - Livermore Valley Joint Unified School District Agreement
Exhibit E - Livermore Valley Opera Agreement
Exhibit F - Livermore Valley Performing Arts Center Agreement

AGREEMENT BETWEEN CITY OF LIVERMORE AND CHEZA NAMI FOUNDATION, 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 Cheza Nami Foundation, 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 the 10th annual Taste of Africa Festival ("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: 10th annual Taste of Africa Festival to be held on October 1, 2022 at the outdoor space of the Bankhead Theater.

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:* to offset costs of performers and outdoor stage for the 10th annual Taste of Africa Festival, a free day-long festival celebrating African, Art, Dance, music and food at the outdoor space of the Bankhead theater ("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: Cheza Nami Foundation, Inc
Attn: Catherine Ndungu-Case
2744 Vista Diablo Ct
Pleasanton, CA 94566

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.

Cheza Nami Foundation, Inc.
a California non-profit corporation
"Grantee"

By: Catherine Ndungu-Case **Dated:** 4/8/2022

PRINT NAME: Catherine Ndungu-Case

TITLE: CEO

Federal I.D. or Social Security No.

27-4568585

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

Applicant Name: Cheza Nami Foundation

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.

Catherine Ndungu-Case

Authorized Officer's Signature

2/28/2022
Date

Catherine Ndungu-Case
Print Name of Officer signing this form

CEO
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: **3/1/2022**

Amount of Grant Request: **$ 10,000** Total Project Budget: $ **20,000**

Applicant/Organization: **Cheza Nami Foundation**

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: **http://www.chezanami.org**

Preparer's Name and Title: **Catherine Ndungu-Case, CEO**

Preparer's Phone: [redacted]

Preparer's E-mail: **info@chezanami.org**

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.):
Festival - Outdoor

Briefly describe the project or program for which support is requested:

Cheza Nami seeks funding to produce the 10th annual Taste of Africa Festival (ToAF) in the heart of Livermore. This free day-long festival is a magical day of celebrating African Art, Dance, music and food at the outdoor space of the Bankhead theater, and as part of the weekend long celebration of Culture in Livermore (Weekend of Culture). Last year, the program was funded in part by the City of Livermore, which enables the Office of Innovation to Economic Development and Commission to the Arts to have existing measurable indicators of the value and impact of the program.

Number of people intended to reach: Audience: **2000 +** Participants: **200+**

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: **10/1/2022**
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: **10/1/2022**
Application Form - Project & Program Grants
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 promote cultural education and diversity awareness to learning institutions, corporations and communities that focus on fostering a more congenial relationship among its members. We envision a culturally diverse world where individuals of all ages and nationalities can embrace the concept of global citizenship and understand the fundamental interconnectedness of all things. We have successfully produced the annual Taste of Africa Festival (T of AF) for 9 years. This event started as a modest annual community celebration at the Bothwell Arts Center in Livermore for three years, before embarking on a journey to bring a larger more public festival to downtown Livermore at the Bankhead Theater in 2015. In 2016, this event brought together over 500 visitors. The 2017 event brought over 800 guests. Numbers continued to increase to 1500 visitors in 2018 and 2019, and 2,000 visitors this past year in 2021. Cheza Nami is well versed in providing cultural programs. We also provide other activities to community organizations and schools while addressing educational and social needs that help foster community building, global citizenship, and personal enrichment. With over 10 years of successful programming experience, Cheza Nami has implemented drum and dance workshops, community drum circles, an annual cultural enrichment and diversity summer camps geared towards 6-8 grade students, an annual community festival "Taste of Africa", and multiple community outreach and enrichment programs.

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.

Cheza Nami Foundation's Annual Taste of Africa festival is a magical day of celebrating African art, dance, music, and food on October 1st, 2022. Due to the COVID-19 Pandemic, we did not hold the festival in 2020, but we did resume the festival in 2021, given the widespread dissemination of vaccinations across the community and following the ongoing safety measures defined by the health agencies. We are anticipating that the festival will continue this October 2022 and will follow the guidelines from the local public health officials at that time. As in past years, the event includes free outdoor activities at the Bankhead Theater Plaza throughout the day from 10AM-6PM. A major component of this program is the free kid zone - an area dedicated towards

providing interactive free activities to Tri-Valley youth. The activities have a core focus to foster curiosity, creativity, and exploratory play, inspiring the Bay Area's young generations to actively self-express themselves through various forms of art-making in public centers and to be engaged in community building through the arts. This project started 10 years ago as a way for the organization to curate a program that brings together all the components of services we offer throughout the year to a public space for the community to come and meet the artists that we work with and see their work.

Cheza Nami will curate free performances on the outdoor stage throughout the day. The objective is to present the Tri-Valley the diverse musical and dance performances of Africa and the Diaspora. Additionally, we will welcome food and merchandise vendors as well as artists to display their art. The inclusion of food vendors will depend upon the state of the pandemic and current local health ordinances.

A photobooth will include hands-on interactions with artifacts such as drums, instruments, and clothing to foster interactive education and allow families to take photos home with them as festival momentos. Solicitations for a public art installation will be explored as well as seeking opportunities to collaborate with local artists.

The ToAF mainly aims to allow the community to express curiosity through exploration of the uniqueness of each individual culture presented, so as to engage residents, encourage celebration of our diversity, foster qualities of acceptance, promote cultural education that is free of racism and prejudice. Cheza Nami's ToAF helps enhance arts and cultural programming available to Livermore and Tri-Valley residents, workers and visitors. It also provides a platform for visitors to meet local African performing artists and to have their lives enriched by performances and cultural programming presented at the event. The ToAF is the only such event in the Tri-Valley.

ToAF has shown how collaborative and inclusive events can expand across cultures through local connections, as we've launched the festival in partnership with other organizations. In the past ToAF w/Livermore has been presented alongside Barrio Fiesta (sponsored by LVPAC), which is a festival celebrating Filipino culture as part of the Weekend of Culture in the first weekend in October. ToAF was the impetus for the Weekend of Culture, starting as a standalone festival and now widening to include other communities. As Cheza Nami's signature program, ToAF has been instrumental in guiding communication through the arts and building these relationships, while serving as benchmark of what community members can do in elevating the vibrancy of Livermore.

We believe that as the ambassadors of African culture, we must be fully engaged in telling our cultural story in a meaningful way that can enrich our communities and provide educational, cultural awareness programs to our citizens that is inclusive and allows all members of our community to celebrate one another. This event targets guests from the Tri-Valley and beyond and is a perfect event for families, adults, children and people young and old. Past events have seen visitors from cities as far as Los Angeles, San Francisco, Sacramento, Santa Cruz, Oakland, San Jose and others, all who come to celebrate the diversity and beauty of our community.

Therefore, ToAF not only showcases a strong and vibrant community, but encourages new guests to the area. As a majority of ToAF patrons are from outside the Tri-Valley area, these visitors to the area also drive tourism to Downtown Livermore and the greater wine country by engaging outside audiences. We aspire to develop joint marketing efforts or campaigns with LVPAC, Visit Tri-Valley,

and Livermore Downtown, Inc., to broaden the audience base for the Weekend of Culture. Visit Tri-Valley, and LVPAC would lend ToAF the ability to further increase capacity and reach to a wider audience in the Bay Area and continue to bring new foot traffic into the area. ToAF would ensure both the visibility and vitality of a non-profit cultural art organization while collaborating with the partners mentioned. This collaboration would provide the opportunity for our community to participate in and access diverse recreational activities that encourage a sense of community in both youth and adults. The program gives a platform for artists to share their culture and heritage with the community.

ToAF provides a Kid zone with many art and craft activities as well as a reading corner that will enable visiting youth to explore African culture, music, and art, enriching their outlook on cultures other than their own.

By offering this free event in an accessible, community venue we are creating a space for and supporting the belief that the engagement in cultural arts bonds communities, encourages individual expression, and celebrates the human spirit. Planning for this year's festival will begin in April 2022.

Our Executive director oversees the implementation of the Festival and has been working closely with the staff at the Bankhead Theater to produce this event. The organizational board will provide oversight of the project and a large volunteer body will be utilized to ensure success of the program on the day of the festival. Our CFO, who has executive experience running her own nonprofit with an operational budget of over $1,000,000 together with the president of the board will provide fiscal staff oversight. Funding sources include California Cultural Arts Council, board funding commitment as well as additional support from the Bankhead Theater. Cheza Nami will sell booth spaces for vendors as well as merchandise sales in order to generate income.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

Requested grant will be used to pay musicians and artists that will perform at the outdoor stage in front of the Bankhead Theater, as well as offset the cost of the stage rental and technical cost for the performances. There are currently 6-8 different performances planned for the outdoor stage with a wide range of representation for groups showcasing musical and dance performances from Zimbabwe, Cameroon, Guinea, Nigeria, Brazil, Congo Brazaville, Zambia as well as a local group rooted in African American culture. All groups that will perform at the festival are local professional artistic and musical groups.

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 event aims to intentionally engage the community in a public space and enhance the use of public facilities. Bay Area communities have become more diverse and there is great need to cater to the changing population in a manner that enables all community members to feel welcome and celebrated. This event allows the community to express curiosity through exploration of the uniqueness of cultures presented. It also allows residents to feel engaged and encouraged to celebrate the diversity of our communities. Through this engagement, we can foster qualities of

acceptance, promote cultural education that is free of racism and prejudice.

Cheza Nami's ToAF helps enhance arts and cultural programming available to Livermore and Tri-Valley residents, workers and visitors. It also provides a platform for visitors to meet local African performing artists and to have their lives enriched by performances and cultural programming presented at the event. The ToAF is the only such event in the Tri-Valley, and now, partnered with Barrio Fiesta as part of *Weekend of Culture*, is poised to have an even bigger impact in expanding the capacity to engage more of the community in cultural arts programming.

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.

Cheza Nami has produced the ToAF alone and has achieved great success year after year, inspiring other cultural programs to follow in this path as a result and harmonizing on one collective platform. Cheza Nami aspires to build partnerships with the Bankhead Theater to expand beyond the Weekend of Culture and partner with other artists, both locally and throughout the area. The shared vision to promote cultural diversity of the Tri-Valley has resulted in a shared vision to produce a program that focuses on bringing a *"Weekend of Culture"* to the Bankhead Theater plaza, for the fourth year now, with the Taste of Africa Festival occurring on the First Saturday in October, followed by the Barrio Fiesta Festival on the First Sunday in October that celebrates Filipino-American Culture. This partnership has allowed both organizations to leverage resources to ensure a successful weekend of celebrating culture and diversity in our communities. The Barrio Fiesta Festival is sponsored by LVPAC. By offering Taste of Africa and Barrio Fiesta side by side, Cheza Nami and LVPAC will work to realize efficiencies and shared resources, such as the outdoor stage rental and event tent rentals as in years past.

Cheza Nami will engage with Visit Tri-Valley to leverage their *Cultural Heritage Tourism* Campaign. This partnership will help bolster the marketing effort for the program, spotlight the incredible cultural programs coming out of Livermore to a wider audience, and pave the way for a signature destination event known the world over. Discussions on the event have already started. We anticipate that due to this new partnership, many more people will visit the Bankhead Theater Plaza for ToAF as part of *Weekend of Culture.*

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	$1,000	Vendor booth sales
Tuition/Workshop fees	$	
Other:	$1,000	Craft and Jewelry Sales
Subtotal: Earned Revenue	**$2,000**	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 1,000	$	$
Grants *(Foundations/Government other than City)*	$ 7,000	$	$7,000
City of Livermore *(other than this grant request)*	$	$	$
Other:	$	$	$
Subtotal: Contributed Income	**$ 8,000**	**$**	**$7,000**

Project & Program Grant Amount Requested	**$10,000**

Total Project Support (Revenue + Income + Grant)	**$20,000**

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$8,000	Estimate cost on $1,000- $2,000 per artistic group depending on size. 6-8 groups total
Production	$ 6,500	Technical costs for the stage presentations as well as stage rental
Administrative	$ 500	
Other: *(describe in Notes)*		
Subtotal: Personnel	**$15,000**	

General	Amount	Notes
Venue Rental	$	
Materials and Supplies	$2,000	
Marketing and Promotion	$2,400	Graphic design work and printing
Transportation	$450	
Insurance	$150	
Other: *(describe in Notes)*	$	
Subtotal: General	**$5,000**	

Total Project Expenses (Personnel + General)	$20,000

Project Surplus (Loss) (Total Support minus Total Expense)	$0

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
Earned revenue	Vendor booth, craft and jewelry sales	$ 2,000
Donations	Individual and local Business Contributions	$1,000
Other Grants	Multiple grant sources	$7,000
		$
		$

Requested Grant Amount: $ 10,000

Cash Match Amount: $ 10,000

In-kind Match Amount: $

CHEZA NAMI
Fostering Diversity in Communities

Organizational Summary

Cheza Nami Foundation is a 501c3 non-profit organization (EIN # 27-4568585) whose mission is to promote cultural education and diversity awareness to learning institutions, corporations and communities that focus on fostering a more congenial relationship among its members. We envision a culturally diverse world where individuals of all ages and nationalities can embrace the concept of global citizenship and understand the fundamental interconnectedness of all things.

Cheza Nami is well versed in providing cultural programs. We also provide other activities to community organizations and schools while addressing educational and social needs that help foster community building, global citizenship, and personal enrichment. With over 10 years of successful programming experience, We have provide the following types of projects to date:

- The Cultural Arts & Learning (CAL) Assemblies for preK-12
- Youth Outreach and engagement (YEP) and Artist in Schools residency programs at preK-12 school sites
- Intergenerational Community engagement programs & Festivals (like the Annual Taste of Africa Festival in Livermore & Pleasanton)
- Diversity and Culture Camp (weeklong summer camps for youths of all ages and abilities)
- Library Programs, which promote YA (Young Adult) literature
- Corporate and community Diversity Awareness and Drumming Circles
- Virtual School and Community engagement and connection programs (COVID-19 social distanced programs)

We believe that as the ambassadors of African culture, we must be fully engaged in telling our cultural story in a meaningful way that can enrich our communities and provide educational, cultural awareness programs to our citizens that is inclusive and allows all members of our community to celebrate one another.

Our arts and cultural priorities include:

- Celebration of diverse cultures
- Using the arts to address complex social issues such as racial inequalities and inequities
- Health and wellness of the community and,
- Economic sustainability for local cultural artists

Our arts and cultural priorities have been gradually refined after a decade's worth of fieldwork and input from participants in our events, engagement with educators and community leaders as well as response from our most successful programs. Our priorities are also born from our individual needs and gaps identified by ourselves as community members. Cheza Nami was born by the need to provide
programming that was missing for immigrant communities and their families. We came about as a solution to the lack of programming that spoke to us as minorities, for us, and by us. We aspire that by filling this gap for ourselves, we are providing a much needed service for other families

CHEZA NAMI
Cultural Diversity in Communities

such as ours. In Filling this gap, we are also providing a service that can unite our communities, irrespective
of background.

Collectively, Cheza Nami's programs have kick started the Bay Area community's global awareness and brought a heightened sense of self-expression and creative thought processes. The organization has an established solid presence in the Tri-Valley through its partnerships with local school districts and cultural organization and is considered a thought leader in cultural, diversity and global citizenship issues for public and private institutions alike. We have served over 75, 000 people of all ages from around California since our founding in 2011. We have brought our innovative programming across northern California, reaching out to communities in the counties of Alameda, Contra Costa, San Francisco, San Mateo, Marin, Soan Joaquin, Monterey and Santa Cruz. Our program with the greatest impact is our Cultural Arts and Learning (CAL) Assembly program, which brings African music, dance, and facilitated discussions of diversity awareness and inclusion to schools in the K-12 Schools.

Signed:

Catherine Ndungu-Case

Catherine Ndungu-Case
Founder and Board President, Cheza Nami

Cheza Nami Foundation - Current List of Board Members

Name	Address	Phone Number	Role	Organization affiliation	Years on the Board
Catherine Ndungu-Case	[redacted]	[redacted]	CEO, Board President	AbbVie	2011- present
Erna Grasz	[redacted]	[redacted]	Treasurer	Asante Africa Foundation	2011- present
Diana Weeks	[redacted]	[redacted]	Secretary and Communications & Messaging lead	Design by Dee	2021- present
Mary Dosunmu	[redacted]	[redacted]	VP, South Bay Rep.	Sage Therapeutics	2016- present
John Case	[redacted]	[redacted]	Director, Marketing Chair	AbbVie	2016- present
Tarisai Garande	[redacted]	[redacted]	Director	Apple Inc, Africa Technology Foundation	2011- present
Anne Kariuki-Flores	[redacted]	[redacted]	Director and Legal Counsel	E and E Group	2019- present

EXH BIT A

EXHIBIT A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 27 2011

CHEZA NAMI FOUNDATION INC
C/O CATHERINE NDUNGU-CASE
[redacted]

Employer Identification Number:
27-4568585
DLN:
17053264346031
Contact Person:
DEL TRIMBLE ID# 31309
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 6, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Catherine Ndungu-Case - Festival Director

Catherine is a resident of Pleasanton and is the founder of Cheza Nami Foundation. Her childhood in a rural village in Kenya was enriched by an emphasis on family and culture. It was the birth of her twins in 2007, and the lack of accessible educational resources that made her wish to share her African heritage, not only with her children, but also with others. Catherine has dual and divergent passions. She holds a master's degree in cell and molecular biology and currently an Associate Director in Portfolio Management for a large global Pharmaceutical company. She also has great passion to create programs that fosters interconnections between people. Her message is that music, dance and an open mind are essential ingredients for a beautiful life and joyful common ground. Catherine was recently featured in Diablo Magazine's top 40 under 40 Eastbay for her contributions to the community. She has delivered keynote addresses and participated in panel discussions to share her message on cultural diversity and global citizenship. Her work in creating cultural awareness programs has appeared in TEDxLivermore, the Oakland Magazine, Contra Costa newspapers and several other local news papers. She most recently received the CBS/KPIX Jefferson Award for community service and the 2017 Alameda County Arts Leadership Award

Catherine has successfully produced the past Essence shows (2016 and 2017) as well as the annual Taste of Africa Festivals. Her commitment and expertise has brought together local master musicians and artists, volunteers as well as her personal and professional network as partners. This coordination of resources is the catalyst to a well organized performance that has now become a staple to the Taste of Africa Festival.

Erna Grasz - Festival Treasurer

Erna is the CEO and Chairman of the Board for Asante Africa Foundation. She founded Asante Africa Foundation after returning from travels to Tanzania in 2005, saddened by lack of basic education access and facilities. She met two amazing women on that trip, Emmy in Tanzania and Hellen in Kenya, and forged partnerships with them that would evolve to the current Asante Africa Foundation. Since it began, the Asante Africa Foundation programs and scholarships have touched the lives of more than 10,000 students and teachers, in more than 10 schools.

Erna is passionate that all children deserve a chance to be educated and create their own dreams. Erna began her career as an electrical engineer and grew her success in the corporate world. Her previous work includes development of robots for land mine discovery, radioactive waste handling and bomb removal. Her advanced degrees are in Electrical Engineering and Engineering Management. She is also an executive coach, authoring seminars and speeches on the topics of leadership, communication skills, and project management. Now she leads Asante Africa Foundation full time. Erna will provide fiscal oversight for the Taste of Africa Festival. Erna serves as Cheza Nami's CFO and has executive experience running her own nonprofit with an operational budget of over $1,000,000

Diana Weeks - Festival messaging and communications lead

Originally from Kenya, East Africa, Diana is a mompreneur, homebirth advocate, and volunteer creative arts teacher. She enjoys homeschooling her children while running her full-time business, dbydee, where she serves as a graphic & web designer for small to mid-size businesses. In addition to making things look pretty, Diana is passionate about her homeland, her heritage and her people. Diana holds aBS in Communications with a concentration in Advertising & Public Relations, Minor in Graphic Design from Pensacola Christian College, as well as a Masters of Business Administration from Roseman University of Health Sciences. Diana has been the integral force behind Cheza Nami's print and digital campaigns for the last two years and will serve as the marketing lead for this year's taste of Africa festival. She will serve as the Alliance partner with the Bankhead theater, Livermore Fil-Am and Visit tri-valley to ensure consistency in festival messaging across all organizations.

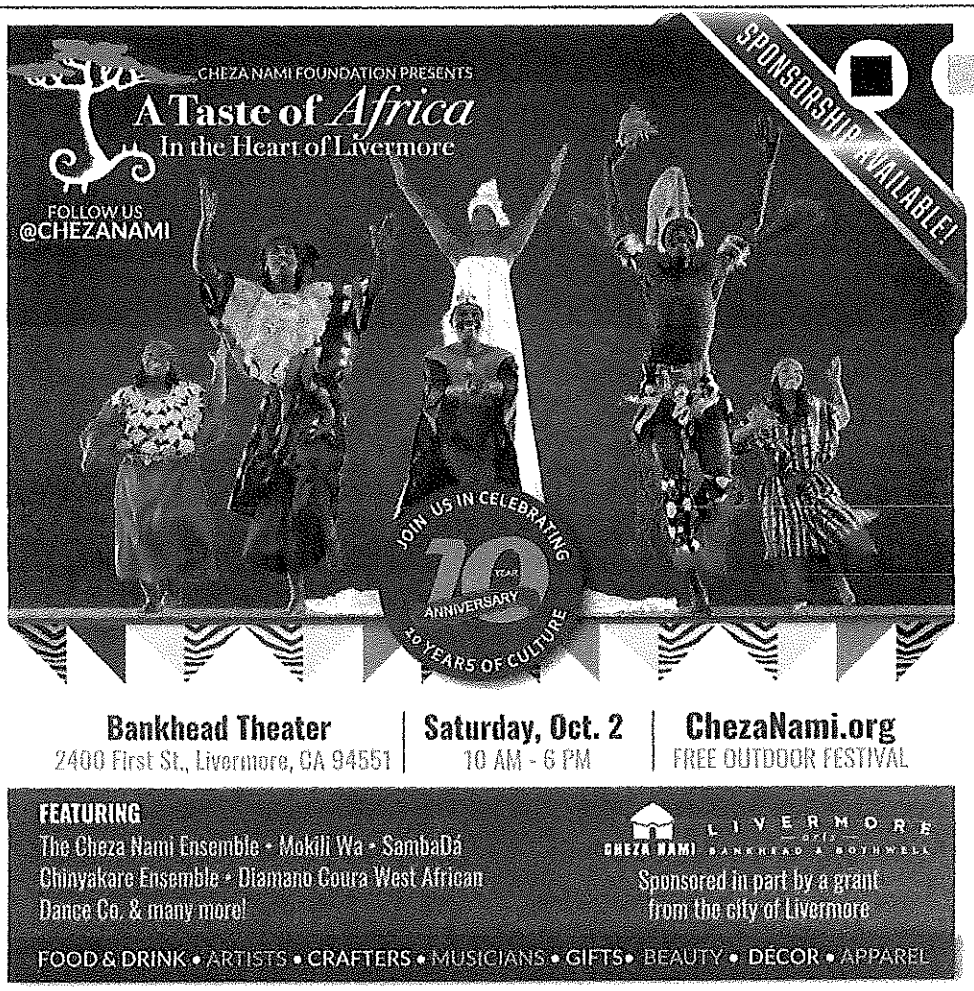
Dandha Da Hora - Artistic Director

Born and raised in Salvador, Bahia, Dandha Da Hora, a resident of Santa Cruz has been a member of Ilê Aiyê, one of Brazil's most important musical and cultural institutions, since she was 6 years old. In her teaching, as well as in her performances, Dandha invokes the incredible spirit of Salvaldor, Bahia, Brazil and of Ilê Aiyê. A master dancer and dance teacher, as well as vocalist and percussionist, Dandha honors the incredible gifts of her culture every time she performs. As a lead dancer with Ilê Aiyê and one of the lead vocalists of music group SambaDá (based in Santa Cruz, CA), Dandha has shared the stage with Brazilian stars such as Caetano Veloso, Gilberto Gil and Daniela Mercury. She currently teaches classes in the San Francisco Bay Area, and gives workshops around the country, as well as performing with the band SambaDá. Dandha has been a regular contributing artist to the Foundation's Cultural Arts And Learning (CAL) School Assembly. She also co-produced and performed as part of the 2016 and 2017 productions. Dandha currently serves as the Artistic Director of Cheza Nami Foundation and will work closely with the board to produce the stage performances at the Taste of Africa Festival.

Kimi Harvey-Scott - Event Manager

Kimi is the founder of ALKIMI (alchemy) Stage Management. She embraces the cultivation and maintenance of the mental, physical and spiritual integrity in the space of the production. Kimi will support the delivery of the smooth execution of the Taste of Africa festival, including oversight of such as coordinating communications among various artistic teams and personnel; and managing the event crew on the day of the event. Kimi is currently the stage manager at Counterpulse, is well recognized by many event producer and directors, and has contributed to the success of many shows and events for other organizations across the bay area, such as World Arts West and the Diamano Coura Dance Company.

EXHIBIT A



Cheza Nami
Published by Diana Weeks · August 30, 2021 ·

— with Kirix Choma.

Edit

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Comment as Cheza Nami

CHEZA NAMI
Cultural Diversity in Communities

A Taste of *Africa*
Celebrating Culture & Diversity

CELEBRATING 10 Years of Service

EVENT PROGRAM

ENJOY DIVERSE AFROBEATS WITH DJ ALLAN ALL DAY

11:00 AM
Diamano Coura West African Dance Company
12:35 AM
Chinyakare Ensemble
1:00 PM
Mokili Wa
2:40 PM
Cheza Nami ensemble
4:30 PM
Sambada

Join us after the close of the event for some drinks at The last Word 2470 First St #100, Livermore, CA 94550 and an Acoustic set with Sambada, plus some music with DJ Allan

EXPLORE 4 FREE

KidZone in partnership with LVPAC includes arts & Crafts, a reading booth and traditional African instrument exploration
Face Painting by Wawi Amasha at the WawiArt Booth
Walk with Me Digital Art display on the Digital Screens in the Bankhead lobby

OUR VENDORS

Wawi Art
Fortune Sitole
Vazi Safi
Waist Beauties
African Imports Art & Craft
Kitenge 365
3rd I Boutique Vending
Mama Africa
Kirix Choma
Flavors of Brasil
254 Kiosk

LIVERMORE

Asante AFRICA FOUNDATION

A Taste of Africa is made possible in part by grant support from the City of Livermore and Asante Africa Foundation

OCT. 2, 2021 | 10 - 6PM
Bankhead Theater
2400 First St. livermore, CA 94551

A Taste of *Africa*
Celebrating Culture & Diversity

CELEBRATING 10 Years of Service

THANK YOU TO OUR VOLUNTEERS

Ciiku Ndungu-Case // Producer
Wawi Amasha // Vendor Coordinator
Bosco N //Photographer
Dandha Da Hora //Artist Coordinator
Kim Scott // Event Coordinator, Stage Manager
John Case // Event Support
Aren Case // Event Support
Elah Case // Event Support
Diana Weeks // Graphics/Marketing
Florence Ngugi // Event Support
Melanie Godinho // Event Support
Flavors of Brasil (Gerber and Leticia Goncalves) // Event support Food
Arthur Barinque // Weekend of Culture Partner
West of the One // Sound
Bankhead Theater Team

CHEZA NAMI ENSEMBLE

Dandha Da Hora //Artist Director
Ibou Ngom // Musical Director
Mandjou Kone // Principal Artist
Loubayi Arnaud// Principal Artist
Roccsy Mahania // Artist
Mohamed Kouyate // Artist
Mohamed Bangoura//Artist
Malima Kone // Artist
Papiba Godinho // Artist/Org partner
Anne Stafford //Artist
Abel Damasceno/Artist
Julio Barreto/Artist
Tommy Agarwal/Artist

Thank you to all our artists for your partnership over the last 10 years

LIVERMORE — arts — BANKHEAD & BOTHWELL Event partnership and KidZone crafts provided by the Bankhead Theater

IN-KIND SUPPORT

West of the One
SAMBADÁ

Cheza Nami wishes to thank our community partners for donation of time and services in support of A Taste of Africa: Flavors of Brasil, Wawi Art, Livermore Fil-Am Organization, Sambada and West of the One

2021 BOARD

Ciiku Ndungu-Case // President
Mary Dosunmu //Vice President
Erna Grasz //Tresurer
Diana Weeks // secretary
John Case // Director
Tarisai Garande // Director
Anne Kariuki-Flores // Director

A Taste of *Africa*
Celebrating Culture & Diversity

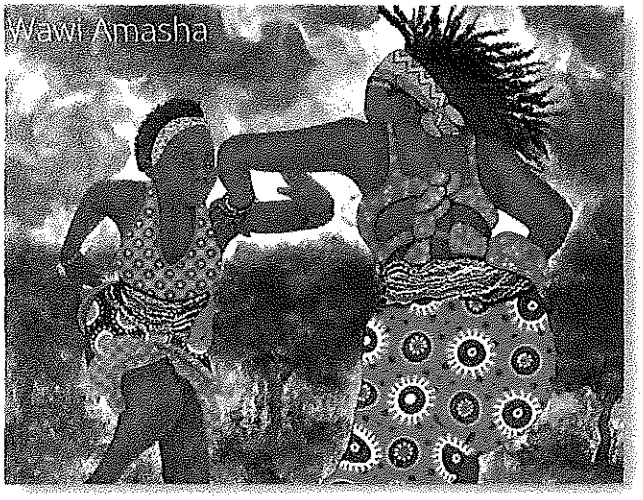
OCT. 2, 2021 | 10 - 6PM
Bankhead Theater
2400 First St. livermore, CA 94551

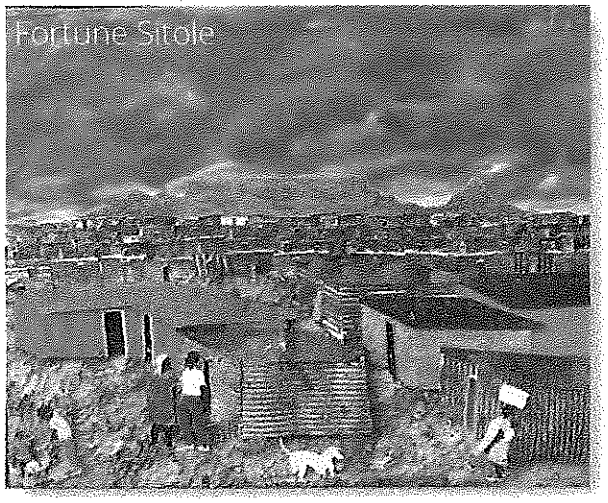
CELEBRATING 10 Years of Service

WALK WITH ME: A DIGITAL CULTURAL ART SHOW

A WEEKEND OF CULTURE ART SHOW

Featuring the Art of Wawi Amasha & Fortune Sitole





Check out the Digital art Show as part of Taste of Africa Festival this year featuring the art of Wawi Amasha (Kenya) and Fortune Sitole (South Africa). This art showcase brings together two local African Artists who have found common ground in a celebration of art that is reflective of their contributions to communities.

ONLINE
10/2/2020 - 10/31/2021
VISIT: RB.GY/UAJWRZ

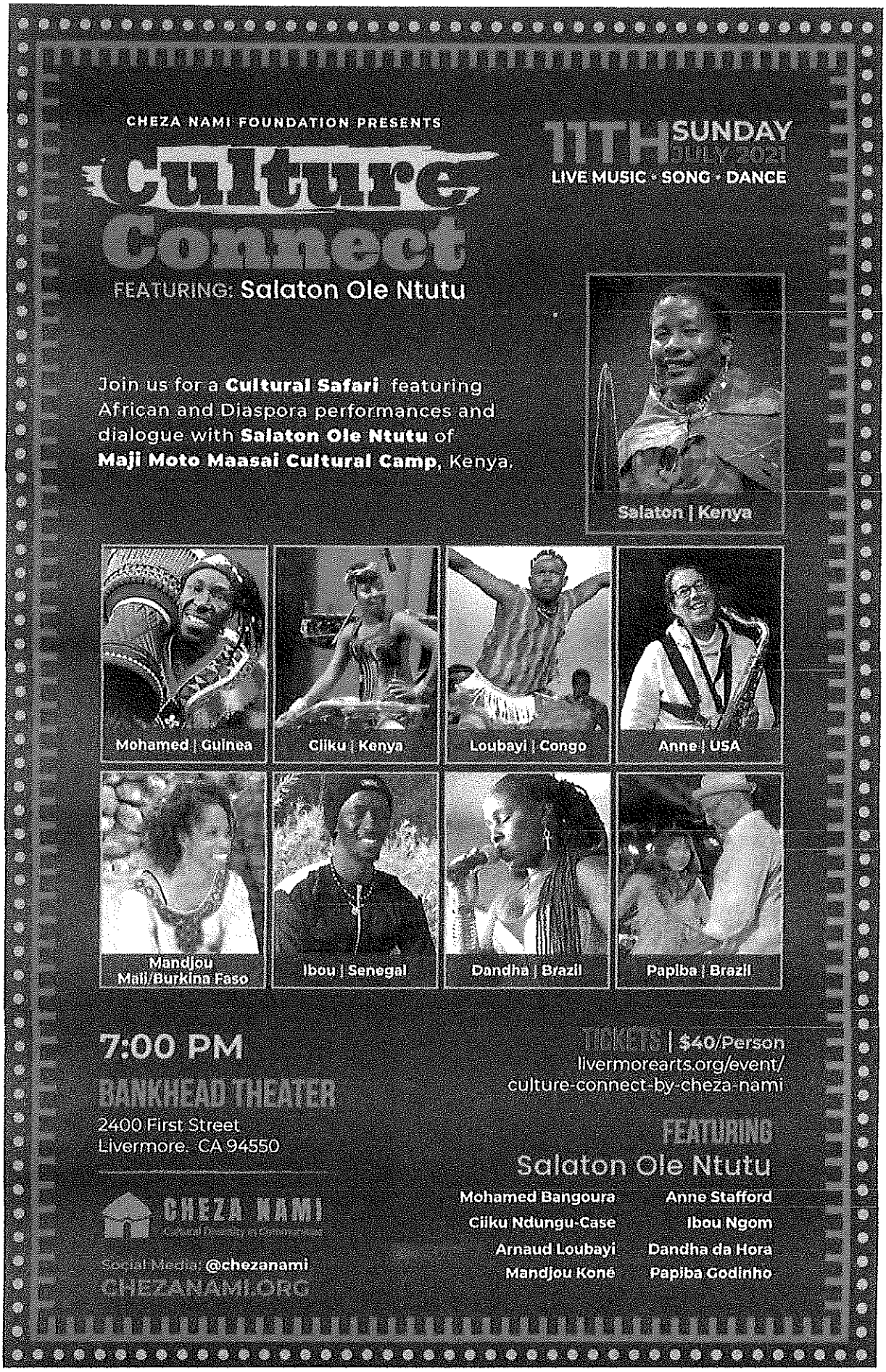
IN-PERSON
10/2/2020 - 10/3/2021
DIGITAL DISPLAYS AT THE BANKHEAD LOBBY

A WEEKEND OF *Culture*

CHEZA NAMI
Cultural Diversity in Communities

LIVERMORE — *arts* —
BANKHEAD & BOTHWELL

EXHIBIT A


CHEZA NAMI FOUNDATION PRESENTS
Culture Connect
FEATURING: Salaton Ole Ntutu
11TH SUNDAY JULY 2021
LIVE MUSIC • SONG • DANCE
Join us for a Cultural Safari featuring African and Diaspora performances and dialogue with Salaton Ole Ntutu of Maji Moto Maasai Cultural Camp, Kenya.
Salaton | Kenya
Mohamed | Guinea
Ciiku | Kenya
Loubayi | Congo
Anne | USA
Mandjou Mali/Burkina Faso
Ibou | Senegal
Dandha | Brazil
Papiba | Brazil
7:00 PM
BANKHEAD THEATER
2400 First Street
Livermore, CA 94550
TICKETS | $40/Person
livermorearts.org/event/culture-connect-by-cheza-nami
FEATURING
Salaton Ole Ntutu
Mohamed Bangoura
Ciiku Ndungu-Case
Arnaud Loubayi
Mandjou Koné
Anne Stafford
Ibou Ngom
Dandha da Hora
Papiba Godinho
CHEZA NAMI
Social Media: @chezanami
CHEZANAMI.ORG


Cheza Nami Foundation Presents
@chezanamiofficial
MOVING TOGETHER
APRIL 22 -23, @COUNTERPULSE, SAN FRANCISCO
Open to everyone regardless of skill level
Susana Arenas
Cuban Dance
Friday 6:30PM
Yoruba/Orisha
Congolese Drum
Friday 7:45PM
Mandoa Kone
Malian Dance
Saturday 9AM
Ahmed Loulaya
Egyptian Dance
Saturday 10:45AM
Brandis Pelham
Afro-Brazilian Dance
Saturday 12:45PM
Ibou Ndom
Senegalese Dance
Saturday 2PM
Arca Bonaventure
Brazilian Drum
Saturday 3:45PM
A community engagement program that brings master African & Diaspora Artists together for dance and drumming workshops, followed by a showcase performance by the Cheza Nami Ensemble and other Guest artists and their students. Made Possible in part by a grant from the California Arts council
CHEZA NAMI
FRIDAY WORKSHOPS: 6:30-9PM
SATURDAY WORKSHOPS: 9AM-5PM
Sliding Scale $20-$30
Register:
www.chezanami.org
info@chezanami.org
SATURDAY SHOW: 8PM
Arenas Dance Company
Members of the Chinyakare Ensemble
Cheza Nami Ensemble
$20 Advance, $25 Door
ARTS

EXHIBIT A

EXHIBIT A



Cheza Nami
November 20, 2021 ·

LOCATION CHANGE:#Portuguesehall

Register for the "Moving Together" workshop, and purchase your ticket to performances by the Cheza Nami Ensemble, Guest artists and students
https://movingtogethersc.eventbrite.com/

About this event

With Support from the California Arts Council, Cheza Nami is proud to produce the first of 3 "Moving Together" community engagement dance and drumming workshops. The first series will be in Santa Cruz. The goal of this program is to enable cr... See more

Edit

5

Write a comment...

EXHIBIT A

FEATURED

Cheza Nami Foundation Serves Up A Taste of Africa in Livermore

Oct 6, 2021

An African dancer delights the audience with a lively performance in front of the Bankhead Theater during Taste of Africa, Saturday, Oct. 2. The event was put on by Cheza Nami Foundation, thanks in part to a $10,000 grant from the City of Livermore, and featured several Bay Area professional African performance groups. (Photo – Doug Jorgensen)

1 of 8



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'A Taste of Africa e'

Cheza Nami cultural celebratio

by Jeremy Walsh / Pleasanton Weekly

Uploaded: Tue, Sep 28, 2021, 2:18 pm

The Cheza Nami Foundation is leading a celebration of African cultures in the Tri-Valley on Saturday with its annual "A Taste of Africa in the Heart of Livermore" event.

The family-friendly celebration from 10 a.m. to 6 p.m. outside the Bankhead Theater will include entertainment, food and educational activities promoting cultures of Africa and the African diaspora.

"From an African Gojo Hut exhibit, to a reading library, the event features various forms of art, outdoor musical and dance performances, a Kids Zone equipped with hands-on learning experiences, musical instrument exploration, arts and crafts, face painting and so much more," organizers said.

Attendees can participate in the range of activities on the Shea Homes Plaza lawn area directly in front of the Bankhead Theater in downtown Livermore.

Entry to the event is free, while any proceeds or donations from the event will go toward supporting local Bay Area youth outreach programs, organizers said.

Cheza Nami -- a term from Swahili for "come play with me" -- is a nonprofit organization that encourages diversity awareness through a play-based approach to cultural education.

To learn more about "A Taste of Africa," visit livermorearts.org or chezanami.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 2021-22 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, 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 2022 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 May 7, 2022 at Las Positas College.

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, workshops, panels and costs associated with facilities, security, vaccine verification, and food and beverages. ("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 $4,000 ("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 $4,000.

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: Kenneth Cooper **Dated:** 4/13/2022

PRINT NAME: Kenneth Cooper

TITLE: Executive Director

Federal I.D. or Social Security No.

71-0942040

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

Get Lit!

LPC

Las Positas College Literary Arts Festival

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 S. Livermore Avenue
Livermore, CA 94550

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.

Kenneth G. Cooper
Authorized Officer's Signature

February 18, 2022
Date

Kenneth G. Cooper
Print Name of Officer signing this form

Las Positas College Foundation Executive Director
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: February 22, 2022

Amount of Grant Request: $ 8,000.00 Total Project Budget: $ 21,250.00

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 94550

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.

Application Form - Project & Program Grants

Number of people intended to reach: Audience: 500 Participants: 300

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 7, 2022 (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 7, 2022 (10:30 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)

Please see attached pages for #1-5

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.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

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.)

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.

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)**

The Las Positas College Foundation supports the educational programs of the College. Therefore, we are honored to be the fiscal sponsor of the English Department's "Lit Fest." This festival exposes community members to the joys of literature, provides learning workshops about the art of writing in various forms, and is a forum for highlighting equity issues as well as promoting our Valley wine and food culture. We will provide opportunities for local authors to showcase their work.

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: While The LPC Literary Arts Festival had a tremendously successful inaugural online event last spring, we are excited to hold LIT FEST 2022 as originally conceived: it will be a free all-day event on the LPC campus for the Tri-Valley community and LPC students. To reach a wider audience, we will include online components.

The event will include workshops, panels, speakers, a spoken word "poetry slam," author tables, open mics, and the LPC Anthology Publication and Awards ceremony.

This year, we have a nationally recognized keynote speaker, Afghan-American author Tamim Ansary, who will also lead a memoir-writing workshop.

Some of the other topics for workshops and panels include Race and the Graphic Novel, Food & Wine Writing, Poetry of War, and writing screenplays.

We will also feature music, food, and 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 festival was postponed by Covid, and we finally held the inaugural event May 8, 2021, as an all-day online event. We had over 1,000 free session registrations and had a stupendously successful day, with attendees (and presenters) not only from LPC and Livermore, but also across the state and country, and several international participants.

We are grateful to the Arts Commission for its support and flexibility during these historic and challenging times, and we look forward to realizing the original vision of an on-campus literary festival in 2022.

Application Form - Project & Program Grants

Timeframe and Implementation: The festival will be held May 7, 2022. We have our guest authors confirmed and the schedule for the day is largely set. For the next three months, we will focus on publicizing, arranging for food, music, art and local author tables.

Resources: We have secured a grant of $8,000 from the LPC Foundation, We are seeking a matching grant for the Foundation grant of $8,000 from the Livermore Arts Council.

We have secured a $2000 grant for publicity from *The Independent* and grants from the college and local individuals, which are targeted for specific purposes.

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 honorariums for presentations, workshops and panels.

Now that our event will be primarily in-person, we will have costs associated with facilities, security, vaccine verification, and food and beverages.

We are also planning to do a robust publicity campaign, and while we have a grant to fund advertising with *The Independent*, social media ads will need other funding.

In terms of revenue, we are committed to keeping the event free of charge to ensure that it is accessible to students, youth, and all community members, so any revenue would be from donations.

We have allotted minimal stipends for event organizers and assistants, and will also utilize work-study students and volunteers.

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 – literally, *bringing their art alive* -- and that is the heart of the LPC Literary Arts Festival.

LPC LIT FEST will enhance the visibility and vitality of local arts and arts organizations with readings and performances, an expo area for display and sale of books by local authors, information on other local events and groups, a poetry wall, and panels and workshops on literary craft.

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 both students and the Tri-Valley community, and will feature a diverse range of activities and panel/workshop topics, engaging a wide variety of attendees.

Application Form - Project & Program Grants

It is our dream that this event, with the City's support, will become a long-term, sustainable cultural resource, a literary highlight 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
- The Independent grant (publicity) $2000
- Las Positas College Student Equity Grant (sponsoring "Race and the Graphic Novel" panel) $2250
- Private sponsor (for keynote speaker Brian Turner) $1000

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	$	Free event
Tuition/Workshop fees	$	Free event
Other:	$	
Subtotal: Earned Revenue	$	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$	$3000	$
Grants *(Foundations/Government other than City)*	$	$8000	$
City of Livermore *(other than this grant request)*	$	$	$
Other: LPC Student Equity Grant	$	$2250	$
Subtotal: Contributed Income	**$**	**$13,250**	**$**

Project & Program Grant Amount Requested	**$8000.00**
Total Project Support (Revenue + Income + Grant)	**$21,250.00**

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$3000	2 keynote speakers
	$800	4 workshop leaders
	$1750	10 panelists
	$1000	Poetry slam poets
	$1000	Poetry slam prizes
	$1100	LPC Anthology awards
	$1000	Music
Production	$1000	Maintenance & Operations
	$1600	Audio-visual equipment and personnel
Administrative	$2250	Coordinator honorariums
	$250	Assistant staff (students)
Other: Sign language/closed captioning	$1000	
Subtotal: Personnel	**$14,750**	

General	Amount	Notes
Venue Rental	$2000	Facilities rental
Materials and Supplies	$2000	
Marketing and Promotion	$2000	
Transportation	$	
Insurance	$	Provided by Las Positas College
Other: Security	$500	

Application Form - Project & Program Grants

Subtotal: General	**$6500**	
Total Project Expenses (Personnel + General)	**$21,250**	
Project Surplus (Loss) (*Total Support minus Total Expense*)	**$8000.00**	

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

We of course are hoping to receive the City of Livermore grant to cover the project loss. We will outreach to other sponsors, and reduce expenses, if this is not realized.

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
Las Positas College Foundation	Unrestricted cash grant for the Festival	$ 8000.00
		$
		$
		$
		$
		$

Requested Grant Amount: $ 8000.00

Cash Match Amount: $ 8000.00

In-kind Match Amount: $_____

LIVERMORE CALIFORNIA

Project & Program Grant

City of Livermore
Office of Innovation & Economic
Development Commission for the Arts

Get Lit!

LPC

Las Positas College Literary Arts Festival

Project & Program Grant Attachments

Item 4. Las Positas College Foundation list of current officers and board members

Item 5. Las Positas College Foundation 501 (c) 3 determination letter

Item 9. Resumes of key project individuals

Item 10. Initial program information for 2022 event

Item 11. Two press articles and poster from 2021 event (have not started 2022 publicity)

Copy of 2021 Final Report to the City of Livermore, Commission for the Arts

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



Dr. Dyrell Foster – Secretary
President, Las Positas College



Gavin Shea, Alumni Officer
Managing Director – Small Business Lending
First Republic Bank



Lynn Seppala, PhD – Director and Founding Member
Audit & Foundation Grant Committees
Lawrence Livermore Laboratories, retired



Jim Ott, Ed.D. –Director and Founding Member
Finance, Audit & Foundation Grants Committees
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



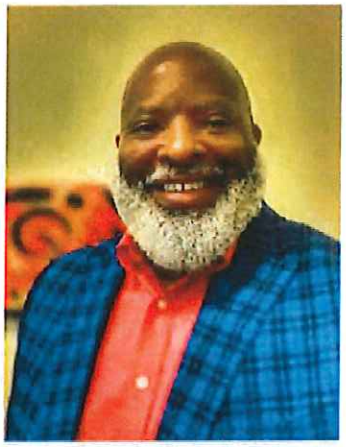
Cynthia Ross – Director
Professor Emeritus – Las Positas College



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
C: 559-731-2962
rseveral@laspositascollege.edu



Received

JAN 0 5 2004

Office of the President
Las Positas College

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 2 2 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.

Letter 947 (DO/CG)

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

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

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

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

[redacted]

Rifka Several

rseveral@laspositascollege.edu

Event Management

In my current position at Las Positas College Foundation, Livermore CA, I have provided site and financial management for the following events:

- 2021 Literary Arts Festival (held virtually due to Covid)
- 2019 and 2020 "Best of the Best" Galas
- 2019 LPC Scholarship Awards Ceremony

In past positions, I have provided site, program, publicity and financial management for:

- Tenth Subud Interfaith World Congress, Spokane WA: two-week event for 5000 attendees from 52 countries
- Multiple national and regional Interfaith Congresses

Experience

Senior Administrator/ Las Positas College Foundation *(current)*
Provide administrative services to the Foundation Board of Trustees and Executive Director.

National Office Manager / Susila Dharma USA *(current)*
National (virtual) office and board of directors' management for non-profit corporation supporting humanitarian projects. Affiliated NGO with the United Nations.

Economic and Community Development Project Manager / Badger Creek
Completed initial development phase for 400-acre property near Sequoia National Park for housing, businesses and private college placement.

Executive Producer / Pearson Education
Development and content executive for corporate web portal providing educational materials for districts and teachers.

Education / John F. Kennedy University, Orinda CA

- B.A. Liberal Studies
- M. A. Education
- M.A. Organizational Development
- California Teaching Credential

"Part of the beauty of all literature is that you discover your longings are universal longings, that you're not lonely and isolated from anyone. You belong!" -- F. Scott Fitzgerald

Las Positas College GET LIT Literary Arts Festival

Save the date!

May 7, 2022, on campus

Featuring:
Tamim Ansary (*West of Kabul, East of New York*)
Brian Turner (*Here, Bullet*)
Reyna Grande (*A Dream Called Home*)
Screenwriting with Paul Guay (*Liar, Liar*)
Michelle Cruz Gonzales (*The Spitboy Rule*)
Race and the Graphic Novel Panel & Workshop
Food & Wine Writing Panel
Memoir Masterclass
LPC Poetry Slam with Bri & Tri
Havik Publication & Awards Ceremony

LasPositasCollege.edu/Literary-Festival

All Events Are Free and Open to the Public
Register to Attend (Registration Opens in February '22)
Tickets Are Limited

Meet the Guest Authors for Spring '22:

Tamim Ansary, Keynote Speaker

Keynote Address: "Memoir and History"



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 also facilitated the SF Writers Workshop for over 20 years.

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*

LPC English will be adopting his memoir *West of Kabul, East of New York* as the Spring '22 Campus Read. For more on Tamim Ansary, visit http://www.mirtamimansary.com/

Instructors: We have created reading questions, essay questions, and video resources to use with *West of Kabul, East of New York.*

Brian Turner: "Literature as Witness"



Brian Turner's poetry and essays have been published in *The New York Times, National Geographic, Poetry Daily, The Georgia Review, Virginia Quarterly Review* and other journals. Turner's memoir *My Life as a Foreign Country* was on the Powell's Best Nonfiction list of 2014. He was featured in the documentary film Operation Homecoming: Writing the Wartime Experience, which was nominated for an Academy Award. He received a USA Hillcrest Fellowship in Literature, an NEA Literature Fellowship in Poetry, the Amy Lowell Traveling Fellowship, a US-Japan Friendship Commission Fellowship, the Poets' Prize, and a Fellowship from the Lannan Foundation. His most recent book of poetry, *Phantom Noise*, was short-listed for the T.S. Eliot Prize in England. His work has appeared on National Public Radio, the BBC, Newshour with Jim Lehrer, Here and Now, and on Weekend America, among others. For more on Brian Turner, visit https://blueflowerarts.com/artist/brian-turner/

Reyna Grande: "In Conversation about *A Ballad of Love and Glory*"



Reyna Grande is an award-winning and best-selling novelist and memoirist. 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. Her latest memoir, *A Dream Called Home*, is available now. For more about Reyna, visit: https://reynagrande.com/

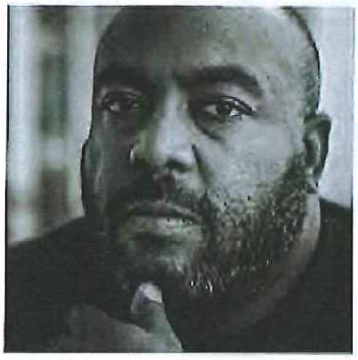
Paul Guay: Screenwriting Lecture and Outline Workshop



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?" at ArtCenter College of Design, where he is the 2019 recipient of the Great Teacher Award. For more about Paul, please visit: http://screenmasterbooks.com/analysis/PaulGuay.html

Handouts and Outlines for the Screenplay Outline Workshop

Shawn Taylor: "Race and The Graphic Novel" Panel and Graphic Novel Workshop



In Conversation with Other Renowned Graphic Novelists

Shawn Taylor is a writer and university lecturer. He strives to engage in critical pop cartography. This has taken the form of his hosting art installations exploring ideas of media representation, to being a founding author of www.thenerdsofcolor.org. He is also one of the founders of the Black Comix Arts Festival, a festival that highlights and promotes artists on the margins of the mainstream comic book industry. Recently, he has been acting as a creative consultant to several media companies.

Michelle Cruz Gonzales: "Inclusive Characterization"



Michelle Cruz Gonzales is an English professor and author of the memoir, *The Spitboy Rule: Tales of a Xicana in a Female Punk Band* that is taught in colleges and universities all over the United States. She has also published in anthologies and online in *Longreads, The Los Angeles Review of Books*, *Latino Rebels*, and *Mitú*. Gonzales and her band Spitboy are featured in the 2017 documentary film, *Turn it Around: Story of East Bay Punk.* For more about Michelle, visit: https://punk-writer-michelle-cruz-gonzales.com/

Gabrielle Meyers: "Food and Wine Writing Panel" including Steven Mirassou Kent



Gabrielle Meyers' book, *Hive Mind,* details her time of transformation and awakening on an organic farm. Her poetry book, *Too Many Seeds*, is now available from *Finishing Line*Her poetry manuscripts have been top finalists for the *Catamaran West Coast Poetry Prize* (2018 & 2020) and the*42 Mile Press Poetry Award* (2014). My poetry has been published in *The Adirondack Review*, *San Francisco Public Press*, *Fourteen Hills, Evergreen Review*, *pacificREVIEW*, *Connecticut River Review*, and *Catamaran*, among other places, and is forthcoming in *Borderlands: Texas Poetry Review*. For more information, please visit https://www.gabriellemyers.com/selection-from-hive-mind.html

Bri and Tri: "LPC Poetry Slam"



Bri Blue is an Author, Orator, Poet, Spoken Word Artist, Women's Rights Advocate, and Motivational Speaker hailing from Berkeley, CA. A UC Berkeley graduate, Blue's unique, high-energy, tailored performances connect emotion, entertainment, and inspiration to the goals, vision, and experiences of her audience.

Natriece (Tri) Spicer is an author, educator & owner of The Inspired Life, a wellness consulting company. She wears a hat rack of titles easily compiled into her preferred term as the people's person. Her latest project is the release of "The Inspired Life Podcast hosted by Natriece" available on Apple Podcast, Spotify and everywhere things are being streamed! She often dreams of working from the coast of Africa someday. For now, she likes anything outdoors and lives in sunny California.

Havik Publication and Awards Ceremony



+ AND MORE TO COME!

(Events Will Be Recorded for Archival Purposes)

Find Out More about Creative Writing at LPC:

Havik: The Las Positas College Journal of Arts and Literature
Creative Writing and Literature Courses
LPC Creative Writing Certificate

CONTACT US:

LPCLitFest@gmail.com

Visit our Facebook Event Page to Register--Click "Going"

Click Here to Sponsor Our Festival

LPC Literary Arts Festival May 7, 2022

9:30 am – 10:00 am	Registration and Welcome	Tables	Kids Place/Stories/Art? 400 building?	
10:00 am – 10:45 am	**Keynote Address: "Memoir and History"**			
11:00 am – 12:15 pm	Tamim Ansary Memoir Workshop	Brian Turner "Landscape of War: Love and Loss."	Paul Guay "Art and Craft and Business of Screenwriting"	Reyna Grande in Conversation with Michelle Cruz Gonzales about Grande's novel *A Ballad of Love and Glory*
12:15 pm – 12:45 pm	Lunch Break	Tables	Art Walk Tours	Music?
12:45 pm – 2:15 pm		"Race and the Graphic Novel" Panel (Shawn Taylor Moderator)	Paul Guay "Screenplay Outline Workshop"	Michelle Cruz Gonzales "Inclusive Characterization"
2:30 pm – 4:30 pm	(2400 Building) Havik Publication and Awards Ceremony-- Ceremony for the Las Positas College Literary Arts Anthology	2:30 pm - 4:00 pm Race and the Graphic Novel Workshop	2:30 pm – 4:00 pm Food and Wine Panel 4:00 pm – 4:45 pm Food and Wine Consumption	
4:45 pm – 6:00 pm	Poetry Slam Workshop with Bri an Tri	Creative Writing Club Panel?	Art Walk Tours? Music?	Talk Hawks? Theater Production?
6:00 pm – 8:00 pm	Poetry Slam Open to All Performers and Audience Bri and Tri			

Las Positas College
For Immediate Release

Media Contact: Jennifer Aries
(925) 784-0574
Jennifer@25comm.com

Las Positas College announces inaugural Literary Arts Festival to be held virtually on May 8th

(Livermore, CA) - The first-ever Las Positas College (LPC) Literary Arts Festival is coming up and will feature a variety of national and internationally recognized authors including best-selling memoirists, a Hollywood screenwriter, poet laureates and more.

The inaugural Literary Arts Festival is free and will be held virtually on May 8 from 9:30 a.m. to 8 p.m. Panel discussions will be held all weekend, hosted by successful creatives in their respective fields. Events include workshops in screenwriting, speculative fiction and novel writing; panels on poetry, memoir writing and self-publishing; the LPC Poetry Slam and the publication ceremony for Havik, the LPC Journal of Arts & Literature.

"This event is truly special as it allows LPC to showcase the incredible programs we have here while utilizing a virtual modality to bring 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."

Best-selling author and memoirist Reyna Grande is the keynote speaker for the event. Reyna Grande is an award-winning and best-selling novelist and memoirist. 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 panel discussion about The Art and Craft and Business of Screenwriting, both led by successful screenwriter Paul Guay. Guay has had a number of his works turned into films, including "Liar Liar", "The Little Rascals" and "Heartbreakers."

Regina Louise, author of the memoir Somebody's Someone, will lead the "Why Black Voices Matter" and memoir panels. Her story has been featured on The BBC World Service, Narrative.ly Literary Magazine, Epoch Times; NPR's All Things Considered, The CBS Early Show, PBS's Tavis Smiley Show and NBC11. In April 2019, Lifetime Network premiered a biopic of Regina's memoir called I am Somebody's Child: The Regina Louise Story.

The festival will also feature workshops on poetry and poetry slam, fantasy/speculative fiction, novel-writing and self-publishing.

Tickets to the virtual event are limited. Anyone who is interested in participating must visit the Literary Arts website and click on the registration link.

The LPC Literary Arts Festival was sponsored by the Las Positas College Foundation, The City of Livermore Commission for the Arts and the Dale and Ted Kaye Innovation Grant. Event organizers are still accepting additional sponsors for the event.

LAS POSITAS

LAS POSITAS CONNECTION

The President's Monthly Report to the Board of Trustees, Campus, and Community | May 2021

Dr. Dyrell Foster, Las Positas College President

End of Year Recognitions

2021 Don Milanese Award, Classified Senate Awards, Academic Senate Awards, and Retirements

Don Milanese Award

The Don Milanese Award is awarded to an individual who demonstrates the utmost integrity, consummate professionalism, unfailing commitment to students, and unwavering dedication to educational excellence. This year's honor is awarded to Nadiyah Taylor, Department Coordinator & Faculty, Early Care and Education. Congratulations Nadiyah!

Classified Senate Awards

The Outstanding Classified Professional of the Year award is awarded to Stella Del Rosario. Thank you for going above and beyond to improve the college during this last very difficult year Stella! The following classified professionals were also acknowledged for their leadership and contributions to the campus community by the Classified Senate: Melissa Brown, Jean O'Neil-Opipari, Amanda Ingold, Carmen M. Ortiz, Anela Schenone, Mary Hargiss, Thomas Rothman, Daysi Valle, Sharon Davidson, Stephany Chavez, Scott Vigallon, Heidi Ulrech, and Frances DeNisco.

Academic Senate 10+1 Awards

The following LPC employees were acknowledged for their leadership and contributions to the campus community by the Academic Senate: Ashley Young, Collin Thormoto, Craig Kutil, Katie Eagan, Rifka Several, Melissa Korber, Kimberly Burks, Kristy Woods, Elizabeth Owens, Anette Raichbart, Shawn Taylor, Kristina Whalen, Todd Steffan, Sean Prather, David Rodriguez, Sheri Moore, Diana Navarro-Kleinschmidt, Miguel Alvarez, and John Armstrong.

In This Issue

- End of Year Recognitions
- New Academic Programs and Course Offerings
- The Express Podcast
- Internships at LPC with Handshake
- Virtual Welcome Center
- Academic Program Maps
- Vocal East Performance
- Literary Arts Festival
- Phi Beta Lambda Business Clubs
- 21st Century Policing
- News in Brief

Retirements

Las Positas College thanks you for your years of service and all your hard work and dedication. Colleagues like you are irreplaceable. We wish you joy and relaxation. Happy Retirement!

Julie Thornburg, LaVaughn Hart, and Karen Zeigler

Academic Services New Program and Course Offerings

Las Positas faculty and support staff added very innovative curriculum to our offerings, including career-ready programs in Data Analytics, Artificial Intelligence, and Red Hat Administration, to name a few. We also expanded opportunity with 6 noncredit programs in Automotive Concepts. Finally, LPC very proudly now includes an Associate in Arts for Transfer in Social Justice Studies: LGBTQ Studies in its selection of Degrees and Certificates. These programs are supported by new courses, including LGBT 1 and LGBT 2. Both LGBT 1 INTRODUCTION TO LGBTQ and LGBT 2 LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER STUDIES were just approved for CSU GE-B Area D and IGETC Area 4 – Social and Behavioral Sciences. Finally, Las Positas is poised to assist students wishing to meet the new GE Area F Ethnic Studies. ETHN 6/SOC 6 INTRODUCTION TO RACE AND ETHNICITY has been approved for this GE Area, starting Fall 2021.

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The Express Podcast Network

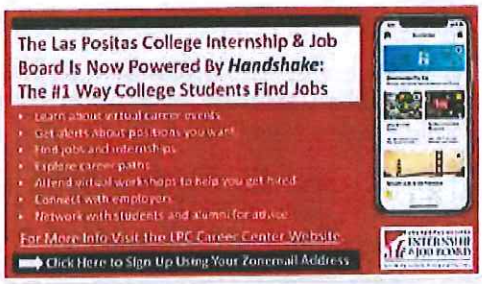
This semester, the students of *The Express* created a podcast network. It is steaming on Spotify and Apple Podcasts with new material added every week. Currently streaming, 2 Guys, 1 Ring: "All levels of the fight game will be discussed and savored." Featuring Nate Canilao and C.J. Flores, and Left Coast Hockey: "A new show about diehard hockey fans on the left coast." Featuring Taylour Martinez Sparkman and Josh Jones.



Handshake LPC's New Job Board

The Las Positas College Internship & Job Board is now partnering with the career management platform Handshake. Previously available only to four-year colleges, Handshake recently expanded to include two-year colleges and is now the leading early career community in the U.S.

Watch this ***video*** and see how easy it is to sign up. For more information, please visit the ***LPC Career Center*** website.



Virtual Welcome Center

In an effort to provide access to college support services, the College has launched the Virtual Welcome Center. Students are able to meet with staff, in a live Zoom session to ask general questions or to receive referrals to enrollment services, counseling/advising, financial aid, and tutoring. Other student support services that are accessible include the Library and Computer Center. Please visit the: ***Welcome Center webpage.***



Academic Program Maps Have Arrived

The Guided Pathway's "Year of Action" has momentum. LPC is excited to share with students the exciting launch of a major milestone—the public release of ***Academic Program Maps***, referred to commonly as Program Mapper. The Las Positas College Academic and Career Pathways website makes three years of thoughtful college-wide course sequencing work accessible to students.

What are program maps?

Las Positas program maps help students make informed decisions about how to navigate their program of study and speed progress. Framed by career information, our program maps are contextualized within our campus-designed Academic and Career Pathways. Drawing from instructional and counseling faculty expertise, program maps suggest a semester-by-semester course selection sequence for students. It's an important step in providing students with resources for success, timely completion, and career-focused exploration.



How will maps remain accurate and current?

As program maps were built in the web tool, so too was the process for maintaining accurate maps. Current maps were designed off the 2020-2021 Catalog. Over the next few months, modifications and additions from the 2021-2022 Catalog will be incorporated in the maps. Moving forward, program mapping accuracy will be folded into the yearly updates of programs and courses supported by Academic Services and will manifest in the maps more quickly. Next year, faculty will be supported as we add customizations (e.g. advisory notes, recommended electives, etc.) and enrich the resource.

Does it work?

A recent publication (October 2020) by the RP Group reported robust student use of Program Mapper by early adopters and evidence within that student group of more "on path" course selection.

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Vocal East Jazz Ensemble Performance

Vocal East Jazz Ensemble hosted a livestream performance of their spring concert set from our LPC campus Black Box Theater. This is being broadcast on the Music Department YouTube channel. We invite you to attend virtually in support of our extremely talented students. This will be the first performance opportunity within the same physical space for the students in over 15 months. ***Please click here to view the performance.***



Las Positas Literary Arts Festival

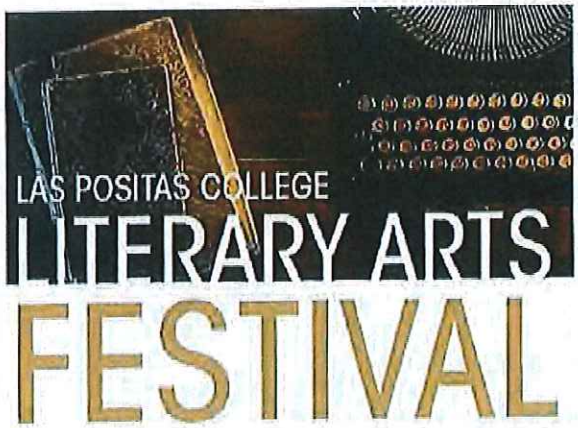
Written by Dean of A & H, Amy Mattern

The Las Positas Literary Arts Festival was an absolutely incredible day filled with inspiring creativity, insightful speakers, and beautiful stories/prose/poetry/art. Reyna Grande's keynote theme of the transformative power of writing was clearly born out as students, colleagues, community members, and professional writers shared their work. The day culminated in a stirring Poetry Slam that was somehow just as powerful online as you'd expect in-person.

Why was the Literary Arts Festival so amazing?

Because Richard Dry, Toby Bielawski, and Marty Nash are visionaries! They poured their heart and soul into creating this event, first as an in-person event that was supposed to take place last spring, and without missing a beat turning it into a fully virtual experience that was captivating and impactful. They were steadfastly dedicated to not only making this event happen, but ensuring neither content nor quality were compromised. They are an unstoppable team.

The Festival could not have happened without event-planning maven, Rifka Several. Her expertise with sponsorships, publicity, and logistics were invaluable, along with her endless enthusiasm and encouragement. Similarly, Liz McWhorter shifted her outreach and networking skills into high gear to help promote the event in every way possible. Stella Del Rosario and Megan Garcia made themselves available to offer endless support and expertise in support of the Festival, including day-of facilitation and participation. Christine Hornbaker was instrumental in bringing her technical skill to bear to ensure the Livestream and Zoom sessions allowed the virtual event to come alive and move along seamlessly. Melissa Korber and Tony Bielawski hosted an absolutely breathtaking Publication & Awards Ceremony for the LPC journal, Havik. The online format enabled those who submitted from across the globe (over 600 submissions from 11 countries) to not only be featured in the journal, but to also share their pieces live online.



And, you know the English Department were cheerleaders for this group every step of the way. They encouraged, promoted, and uplifted their colleagues, and came out on Saturday to participate, facilitate, and rejoice in the inaugural event.

At the end of a long, long, LONG year, I know my cup was refilled in such a moving and beautiful way. For that I am grateful. Thank you to the campus and community members who presented, attended and/or promoted, and once again thank you to Richard, Toby and Marty for this gift.

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Phi Beta Lambda Business Club Virtual Conference Competition

LPC students in the Phi Beta Lambda Business Club competed in both the fall and spring semesters' virtual conferences. They competed against Cerritos College, College of the Canyons, Diablo Valley College, University of California, Riverside, University of California, San Diego, and YEAH Education Group. The students were able to prepare, recruit others, and obtain successful victories against other colleges and universities. Ultimate Chapter Winners - 2nd place, State Officers - Ruby Yan, California State President.

Objective Tests: Accounting Principles - 4th place Ruby Yan, Contemporary Sports Issues - 1st place Manav Patel, Entrepreneurship Concepts - 3rd place Ruby Yan, Marketing Concepts - 2nd place Justin Lim, Networking Concepts - 4th place Hened Malak, Organizational Behavior & Leadership - 2nd place Maham Khawar, and Personal Finance - 3rd place Justin Lim.

Production Events: Human Resource Management - 3rd place Emma Caufield & Hened Malak, Management Analysis & Decision Making - 1st place Ruby Yan, Marketing Analysis & Decision Making - 2nd place Ying Yin Chen, Nezrin Hasanly, and Justin Lim.

Interview Events: Future Business Executive - 1st place Ruby Yan, Business Ethics - 1st place Anna Chuang and Sophia Xing, Client Service - 2nd place Maham Khawar, and Impromptu Speaking - 2nd place Hened Malak. Congratulations to all the LPC students for their stellar performance and their advisor Dr. Tracy Coleman!

Community Voices for Administration of Justice

In response to President Foster's Call to Action last year, the Administration of Justice program has been working for several months on developing a new certificate program designed to encourage law enforcement officers to complete their Associates degree and move on to complete their Bachelor's degree, with a bold expectation of building a new generation of police leaders.

Our first Community Voices listening session, Reimagining Policing was a resounding success. On the afternoon of April 29th, 59 of 75 registered participants came together to share thoughts and experiences as Winston Ashby moderated our discussion about Las Positas College's plans to develop a new certificate of achievement for working law enforcement officers. Our group that day consisted of engaged community members, students, elected officials, college staff, and other important people who all have a common desire to participate in constructive, meaningful change in the way our communities are policed. We had attendees from all over our region including Fremont, Tracy, Livermore, Dublin, Castro Valley, Alameda, Hercules, San Leandro, Hayward, Oakland, and others from afar (Long Beach!).

A few of the important takeaways from the meeting of April 29: Systemic change and increased accountability for police officer actions is sought. Occupational culture may be one key to significant change. A majority of those in attendance have either personally had, witnessed, or have family members whose interactions with law enforcement were not positive in nature/quality. We know that any police use of force merits great scrutiny, however the lessor actions/decisions of police can also leave community members feeling confused and emotionally injured. Things to consider suggestions from those in attendance: Building Trust and Legitimacy, Policy and Civilian Oversight, Technology & Social Media, Community Policing & Crime Reduction, Training & Education, and Officer Wellness & Safety.

We continue to seek your feedback and input as we modify and improve upon the curriculum. Until our program specific webpage is up and running, you can send your thoughts and ideas to Mike McQuiston: mmcquiston@laspositascollege.edu

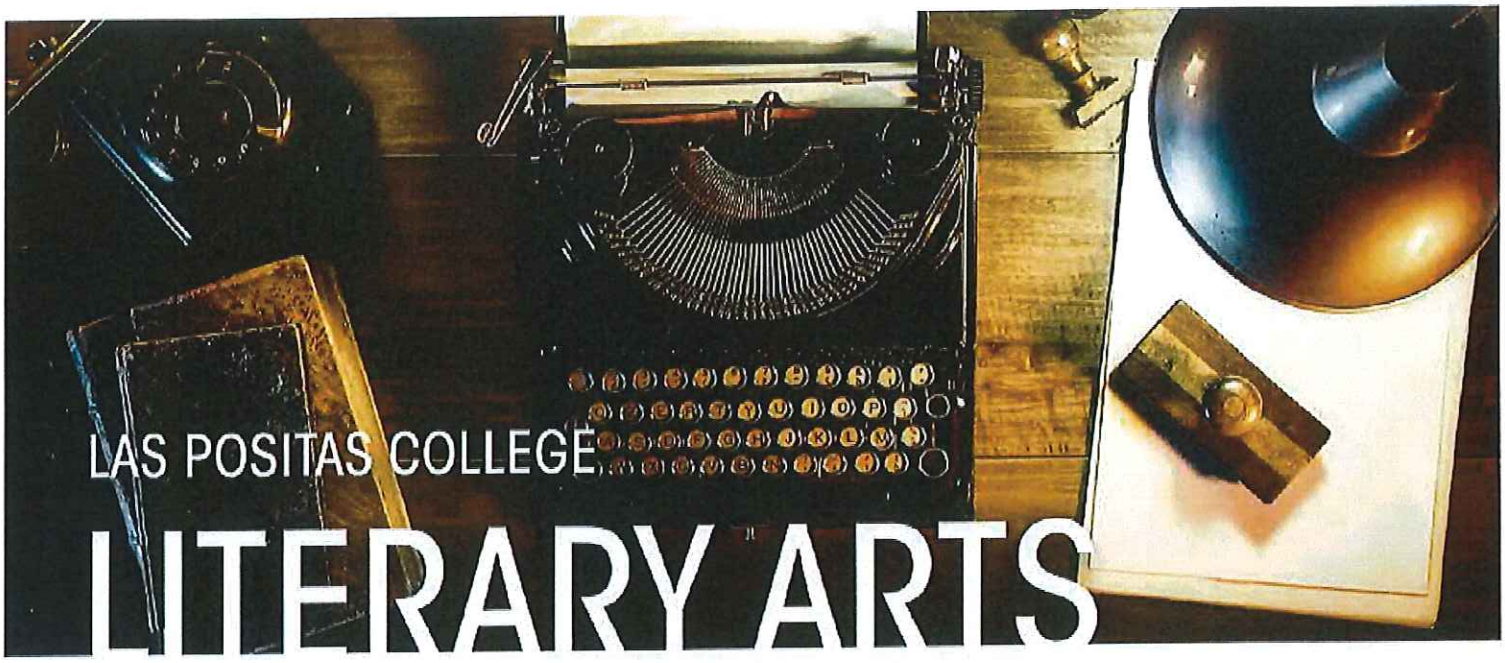
News in Brief

Commencement Activities for the Class of 2020 and 2021: Las Positas College's 30th and 31st Annual Commencement Ceremonies will be held virtually on May 28, 2021. 2020 Virtual Commencement will be streamed at 3:30 PM, and the 2021 Virtual Commencement will be streamed at 6:30 PM. For more information please visit the *Commencement Ceremony Page.*

2021 Student Art Exhibition: Another year of hard work and inspiration from the Art Department at Las Positas College! Please enjoy a collection of excellent works by our students. *LPC 2021 Student Art Exhibition*

Las Positas Connection is published by the Office of the President.
Issues are posted online at laspositascollege.edu/president. Angelica Cazarez, Editor.

3000 Campus Hill Drive | Livermore CA 94551-7623 | PH 925.424.1000 | www.laspositascollege.edu
Students First
2022-131 JLH/KJT



LAS POSITAS COLLEGE

LITERARY ARTS FESTIVAL

SAT, MAY 8, 2021
9:30AM - 8:30PM

Online Registration required.

FREE TO THE PUBLIC
Email: LPCliffest@gmail.com

WORKSHOPS:

- Screenwriting
- Speculative Fiction
- Novel Writing
- Why Black Voices Matter
- The Evolution of Filipino-American Literature

PANELS:

- Poetry
- Memoir Writing
- Self-Publishing

EVENTS:

- Las Positas College Poetry Slam
- Publication ceremony for *Havik* Las Positas College Journal of Arts & Literature, & more



PAUL GUAY
Liar, Liar, The Little Rascals



REYNA GRANDE
The Distance Between Us



REGINA LOUISE
Somebody's Someone

More information about authors and events can be found at www.laspositascollege.edu/literary-festival.

The Las Positas College Literary Arts Festival is generously supported in part by grants from the City of Livermore Commission for the Arts, the Las Positas College Foundation, the Koye Grant, and the Milanese Grant.

LAS POSITAS

Get Lit!

Las Positas College Literary Arts Festival

CITY OF LIVERMORE, COMMISSION FOR THE ARTS

FINAL REPORT, LAS POSITAS COLLEGE LITERARY ARTS FESTIVAL 2021

Thank you for supporting the first Las Positas College Literary Arts Festival, held on May 8, 2021. We especially appreciate your agreement to a Covid-based delay of one year, and the event being conducted "virtually" via zoom and LiveStream - again, because the pandemic prevented an in-person event.

As required in our grant, a report showing material progress, revenue and expenses, and evidence of matching grants was submitted dated March 5, 2021.

This final report is submitted as all grant activities have been completed.

1. ATTENDEES:

This virtual event free registration was conducted using the EventBrite registration system. Over 1000 session registrations were received.

2. VARIED AND VIBRANT PROGRAM:

Please see the attached final program. The Literary Arts Festival presented sessions on poetry, fiction, fantasy, screenwriting, self-publishing and more. Most were interactive via zoom.

The event has been recorded and is available through the Las Positas College English Department.

3. ATTENDEE FEEDBACK:

We received 151 responses to a post-event survey (see attachment).

Attendee demographics:

- Las Positas College Students – 47.7%
- Tri-Valley Community Member – 13.9%
- Las Positas College Employee – 17.2%
- Attendees located outside the Tri-Valley area – 21.2%

Attendee satisfaction on event content:

- Excellent - 72.8%
- Very good - 22.5%
- Good - 6.6%

Would you register for next year's LPC Literary Arts Festival?

- 73.5% - yes, virtual or face to face
- 20.5% - yes, online only

We feel confident that we can hold an in-person Literary Arts Festival next May, 2022 on the Las Positas College campus. Given the 22% of attendees outside the Tri-Valley area, and the 20% of attendees preferring an online event, we will present a hybrid event, with many sessions having zoom accessibility.

4. REVENUE AND EXPENSES:

Our grant and donation income will total $11,375 (when the remainder of the City of Livermore Grant is received):

GRANTS		
	LPC Foundation Grant	4000
	City of Livermore, first installment	1666.67
	second installment	0
	final installment to be paid	3333.33
	Kaye Innovation Grant	1000
	2020 Milanese Family Grant	500
	EVENT BRITE DONATIONS	875
TOTAL		11375

EXPENSES		
	Presenter honorariums	5000
	Coordinator honorariums	1500
	Closed captioning for accessibility	450
	Student awards, Anthology and Poetry Slam	700
	Foundation expenses	500
	LPC Technical Staff	800
	Publicity (ads, Facebook posts)	1500
	Printing and mailing	450
	2022 Event pre-publicity	475
TOTAL		11375

In conclusion, the 2021 Literary Arts Festival was a very successful event! This success can be measured in terms of content, large attendance for a "first time event" and the very high attendee satisfaction.

We extend our grateful thanks to the City of Livermore and the Commission for the Arts Board Members for their grant to take the LPC Literary Arts Festival from a dream to a reality, also to Adam Van de Water and Xochitl Ballesteros for their helpful support.

Respectfully submitted,

Rifka Several
For the Las Positas College Foundation, Grantee
3000 Campus Hill Drive
Livermore, CA 94551
rseveral@laspositascollege.edu
925-424-1014

2021 LAS POSITAS COLLEGE LITERARY ARTS FESTIVAL FINAL PROGRAM

9:30 am – 10:00 am Registration

Author Biographies and Links

LPC Creative Writing Certificate

Creative Writing and Literature Classes

Covid-19 Memorial Writing Wall

10:00 am – 10:45 am

Keynote Address:
Writing to Transform: Reyna Grande, National Books Critics Circle Awards finalist

11:00 am – 12:15 pm

Memoir Writing Panel:

- Facilitator: Michelle Gonzales
- Reyna Grande
- Regina Louise
- Shawn Taylor

Fantasy/Speculative Fiction Writing Workshop: L.S. Johnson, Finalist for World Fantasy Award

The Art, Craft, and Business of Screenwriting: Paul Guay

12:15 pm – 12:45 pm Break

12:45 pm – 2:00 pm

The Evolution of Filipino-American Literature: Patty Enrado

Why Black Voices Matter - A Perspective: Regina Louise

Tri-Valley Poets Laureate Panel

- Facilitator: James Ott
- Deborah Grossman

- Connie Post
- Cynthia Patton
- Kevin Gunn

Screenplay Outline Workshop: Paul Guay

2:15 pm – 4:00 pm

Havik: The LPC Anthology Publication and Awards Ceremony

4:15 pm – 5:30 pm

"SPEAK YOUR PEACE" Poetry Slam Workshop: Bri and Tri of SpeakEasy Open Mic

Novel Writing Workshop - Get That Novel Written!: Mary-Rose Hayes

Self-Publishing Panel:

- Ariel Gore
- Karin Spirn
- Stuart McElderry

5:45 pm – 8:00 pm

"SPEAK YOUR PEACE" Poetry Slam: Facilitated by Toby Bielawski, Bri and Tri

LPC LitFest 2021 Survey

Questions Responses 151

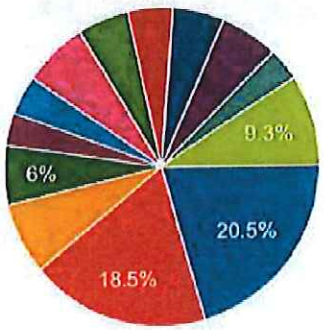
151 responses

Accepting responses

Summary Question Individual

Which event did you just attend?

151 responses

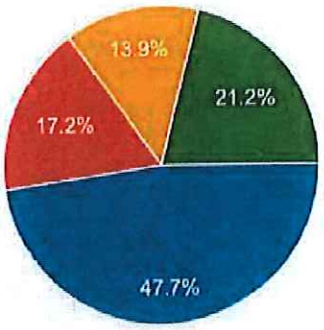


- Keynote Address with Reyna Grande
- Memoir Panel
- The Art and Craft and Business of Scr...
- Fantasy/Speculative Fiction Workshop
- The Evolution of Filipino-American Lit...
- Black Voices Matter
- Tri-Valley Poets Laureate Panel
- Screenplay Outline Workshop

1/2

Demographic information about yourself. Please select one:

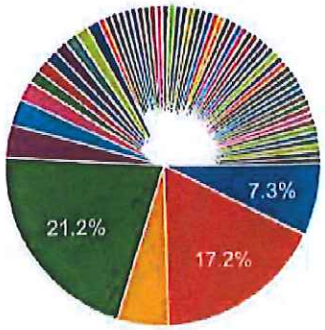
151 responses



- I am an LPC student
- I am an LPC employee
- I am a Tri-Valley community member (not an employee or student at LPC)
- I am located outside the Tri-Valley and not affiliated with LPC

I heard about the event through

151 responses

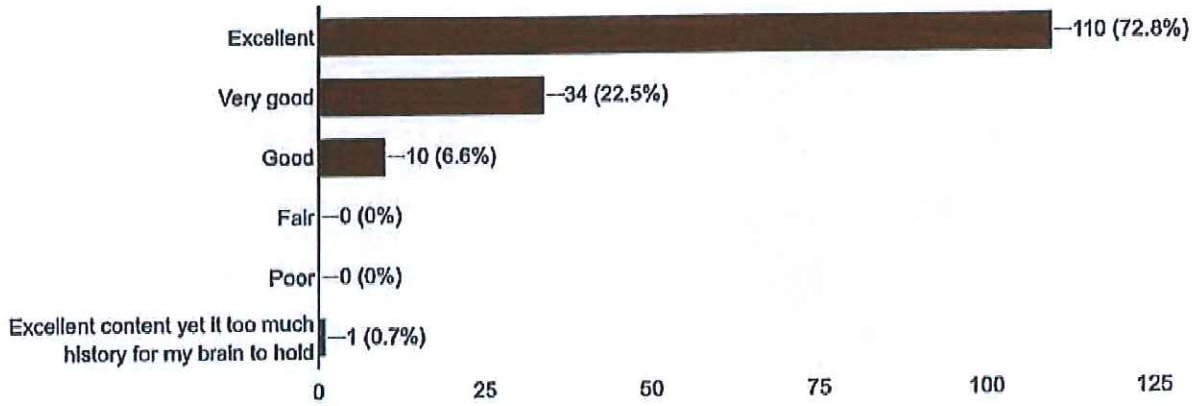


- Facebook
- Email
- A non-email press release (newspape...
- A friend/word of mouth
- Jim Ott's English Class
- HAVIK
- Eventbrite
- Michelle Gonzales

1/8 ▼

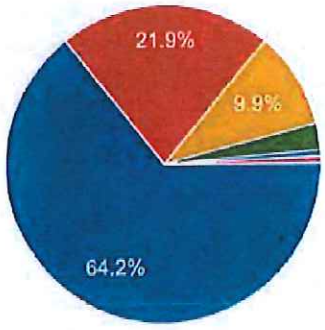
Please rate your experience of this one event's content overall

151 responses



Please rate your experience of the technical aspects of this one event (i.e. Zoom quality)

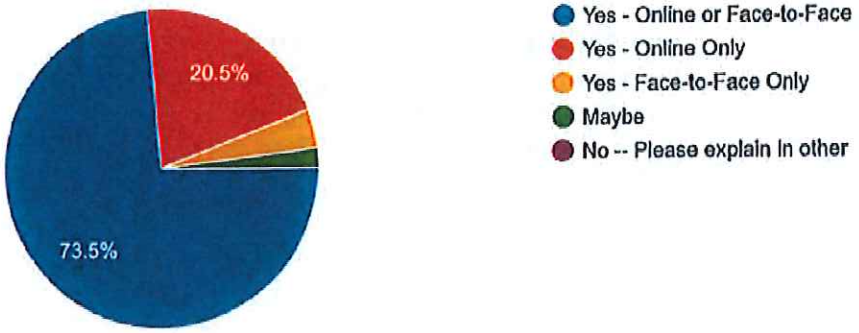
151 responses



- Excellent
- Very good
- Good
- Fair
- Poor
- Top quality although somehow my screen got wobbly and I got kicked off, we were muted
- could the links for the specific event/ panel be sent beforehand! Got one wh...

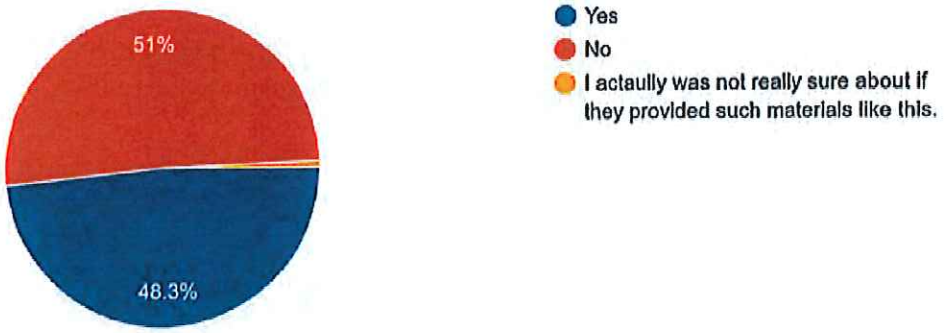
Based on your experience of this event, would you be likely to register for an event at next year's LPC Literary Arts Festival?

151 responses



Were you aware that Las Positas College offers a Creative Writing Certificate before attending this festival?

151 responses



From: Amy Mattern
Subject: Inaugural LPC Literary Arts Festival AMAZES!
Date: Monday, May 10, 2021 10:31:04 PM

Hello LPC,

Did you have a chance to attend the first ever Las Positas College Literary Arts Festival?! If you didn't, keep an eye on http://www.laspositascollege.edu/literary-festival/ and mark your calendar for next year as soon as they release the date. It was an absolutely incredible day filled with inspiring creativity, insightful speakers, and beautiful stories/prose/poetry/art. Reyna Grande's keynote theme of the transformative power of writing was clearly born out as students, colleagues, community members, and professional writers shared their work. The day culminated in a stirring Poetry Slam that was somehow just as powerful online as you'd expect in-person.

Why was the Literary Arts Festival so amazing?

Because Richard Dry, Toby Bielawski, and Marty Nash are visionaries! They poured their heart and soul into creating this event, first as an in-person event that was supposed to take place last spring, and without missing a beat turning it into a fully virtual experience that was captivating and impactful. They were steadfastly dedicated to not only making this event happen, but ensuring neither content nor quality were compromised. They are an unstoppable team.

The Festival could not have happened without event-planning maven, Rifka Several. Her expertise with sponsorships, publicity, and logistics were invaluable, along with her endless enthusiasm and encouragement.

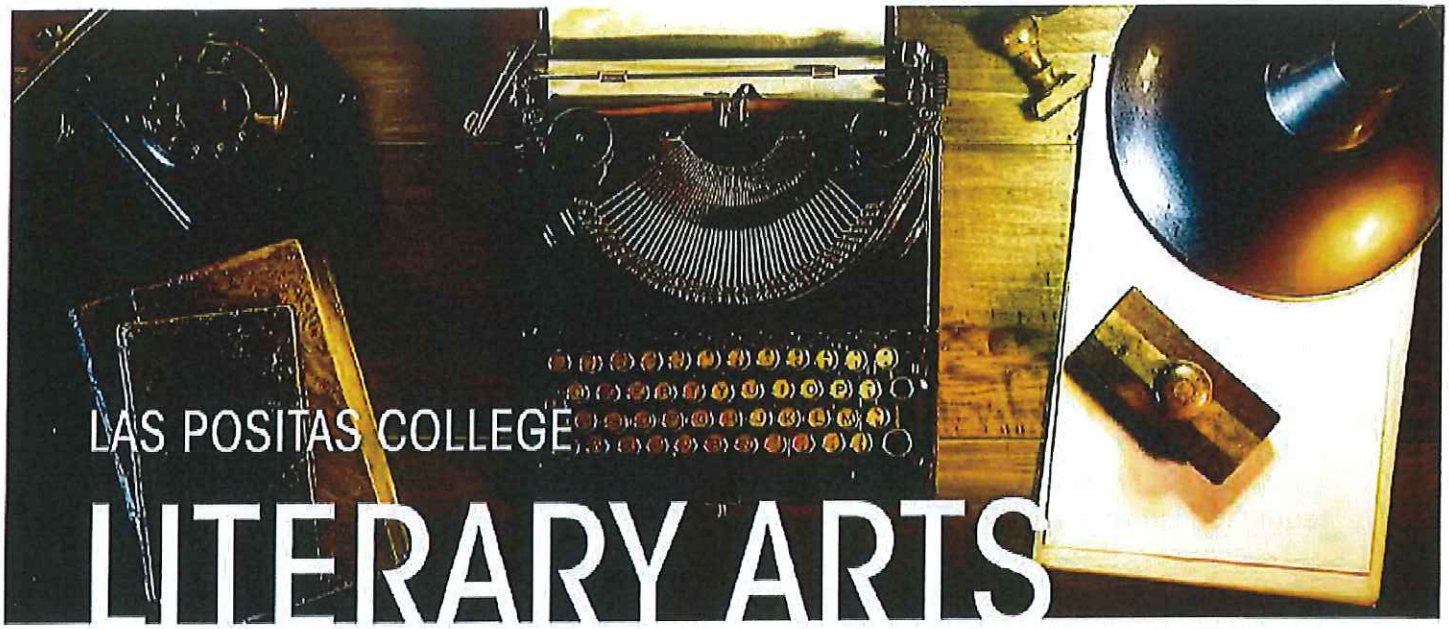
Similarly, Liz McWhorter shifted her outreach andnetworking skills into high gear to help promote the event in every way possible.

Melissa Korber and Marty Nash hosted an absolutely breathtaking Publication & Awards Ceremony for the LPC journal, Havik. The online format enabled those who submitted from across the globe (over 600 submissions from 11 countries) to not only be featured in the journal, but to also share their pieces live online.

And, you know the English Department were cheerleaders for this group every step of the way. They encouraged, promoted, and uplifted their colleagues, and came out on Saturday to participate, facilitate, and rejoice in the inaugural event.

At the end of a long, long, LONG year, I know my cup was refilled in such a moving and beautiful way. For that I am grateful. Thank you to everyone who attended and promoted, and once again thank you to Richard, Toby and Marty for this gift.

All the best,
Amy Mattern
Dean, Arts and Humanities
Las Positas College



LAS POSITAS COLLEGE

LITERARY ARTS FESTIVAL

SAT, MAY 8, 2021
9:30AM - 8:30PM

Online Registration required.

FREE TO THE PUBLIC
Email: lpclitfest@gmail.com

WORKSHOPS:

- Screenwriting
- Speculative Fiction
- Novel Writing
- Why Black Voices Matter
- The Evolution of Filipino-American Literature

PANELS:

- Poetry
- Memoir Writing
- Self-Publishing

EVENTS:

- Las Positas College Poetry Slam
- Publication ceremony for *Havik* Las Positas College Journal of Arts & Literature, & more



PAUL GUAY
Liar, Liar, The Little Rascals



REYNA GRANDE
The Distance Between Us



REGINA LOUISE
Somebody's Someone

More information about authors and events can be found at www.laspositascollege.edu/literary-festival.

The Las Positas College Literary Arts Festival is generously supported in part by grants from the City of Livermore Commission for the Arts, the Las Positas College Foundation, the Kaye Grant, and the Milanese Grant.

LAS POSITAS COLLEGE

2022-131 JLH/KJT

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 2021-22 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 2022 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 May 5 - 8, 2022.

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 the Bothwell Arts Center and marketing for the 2022 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 $4,000 ("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 $4,000.

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: 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: C. Waters **Dated:** 04/09/2022

PRINT NAME: CHRISTINE WATERS

TITLE: PRESIDENT

Federal I.D. or Social Security No.

23-7193719

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

Date: February 21, 2022

To: The City of Livermore Community Development Department Staff Liaison

For the Commission for the Arts

1052 South Livermore Avenue, Livermore, California

The Livermore Art Association, in its 65th year, submit this Project Grant Proposal for the March 1, 2022, deadline. We are asking $4,000 to again support the visual arts through the Livermore Art Association Spring Art Show. The Spring Art Show is the premier visual arts show in Livermore.

During the Covid period we were not able to have shows and generate income. Our main show was not until September 2021 and was called "The Late Spring Art Show".

In the last show, which the Commission supported, we served new artists, minority artists and Veterans from the Veteran's Hospital.

This show is open to the public and free to attend. We are consistent with the Commission Master Plan, and we need the support as the Bothwell has significantly raised rental rates while not raising its service level. We do not have a lot of options as to location of shows because of its large size. We used to have this event in the Barn, but that is now closed. The Robert Livermore Community Center is ideal to show Livermore arts at its best, but the cost to us is exceedingly high and out of the question for our visual art community.

The Grant funds will remain in Livermore, as our show expenses support City Services, such as a banner over 4th street, advertising in The Independent newspaper, and the use of the Bothwell Center of the Arts.

The Livermore Art Association

Christine Watters
President, Livermore Art Association

Craig Varden
Co-Chair Spring Art Show
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.

C. Watters — Authorized Officer's Signature

18 Feb 2022 — Date

Christine Watters — Print Name of Officer signing this form

President, Livermore Art Association — Title of Officer signing this form

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- 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 May 5, 2022. It meets the requirements to be at least two months after the application deadline of March 1.

Checklist Item #3 – Organizational Summary signed by the President

The Livermore Art Association is a 501(c)(3) non-profit organization form on May 4,1957. It currently has 170 members. It is deeply concerned with promoting an interest and understanding of arts and crafts by the general public. It 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

18Feb2022

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

Address any reply to: P.O. Box 36040; San Francisco, Calif. 94102
Department of the Treasury

District Director
Internal Revenue Service

Date: SEP 15 1972

In reply refer to: FL-1287, Code 428
A:FA1230 --
SF:EO: 72-1119

Livermore Art Association
P.O. Box 216
Livermore, CA 94550

Gentlemen:

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(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes 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, you are not automatically exempt from other Federal excise taxes.

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 under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than $5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, for failure to file a return on time.

(OVER)

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. 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.

Please keep this determination letter in your permanent records.

Sincerely yours,

Charles E. Caughman

District Director

Our determination letter of June 16, 1972 is modified to conform to this determination.

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: 25 February 2022

Amount of Grant Request: $ $4000 Total Project Budget: $ $10,300

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: May 5, 2022
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: May 8, 2022

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 2021 membership was 170 members. We are currently in our renewal / membership drive and look to increase to 200 members this year.

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 800 visitors. We hope to increase the numbers post COVID. We encourage emerging artists, seniors, and young people to join and include a special show of artwork 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.
- Workshops
- Open studio series
- 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), 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.

Past activities include art scholarships and shows at wineries.

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 64 years (missing 2020 due to COVID) and is a Livermore institution.

The current venue for the show is The Bothwell Arts Center. In 2022 the Bothwell has significantly raised the rental price vs 2021. This severely challenges our budget, already stretched by COVID.

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 artists (all are volunteers), 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 64th year (missed 2020). The Bothwell arts center, a facility of Livermore Valley Performing Arts Center, has significantly increased its costs (vs 2021) and has new requirements. 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.

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 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 ($250). A Livermore winery supplies a case of wine (estimated $200) to serve at the awards reception.

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
Tuition/Workshop fees	$	
Other:	$ 3700	Art Sales
Subtotal: Earned Revenue	$ 7200	

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	$ n/a	$	$

Project & Program Grant Amount Requested	$ 4,000
Total Project Support (Revenue + Income + Grant)	$ 11,200

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$ 500	Musicians
Production	$ 1,500	Artist Awards
Administrative	$ 150	
Other: *(describe in Notes)*	$ 1,000	Food, Supplies
Subtotal: Personnel	$	

General	**Amount**	**Notes**
Venue Rental	$ 3,700	Bothwell Rental
Materials and Supplies	$ 2,960	Payments to Artists
Marketing and Promotion	$ 1,600	Advertising
Transportation	$ n/a	
Insurance	$ 175	Insurance
Other: *(describe in Notes)*	$ 500	Security / Judge
Subtotal: General	$	

Total Project Expenses (Personnel + General)	$ 12,085
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ (885)

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

EVENT ESTIMATE

Date: 1/24/2022
Event: LAA Bothwell Spring Show
Event ID: #1445-65-65-16543
Account: Livermore Art Association

LIVERMORE arts RAMSHEAD & BOTHWELL

Rental

Date	Time	Room	Rate	Price	Discount	Subtotal
5/4/2022	12:00 PM - 7:00 PM	East Room Performance	Performance (6hr Block)	$578.00	$144.50	$433.50
5/4/2022	12:00 PM - 7:00 PM	Yellow Room/Lobby	Standard	$30.00	$52.50	$157.50
5/5/2022	9:00 AM - 6:00 PM	East Room Performance	Performance (6hr Block)	$578.00	$144.50	$433.50
5/5/2022	9:00 AM - 6:00 PM	Yellow Room/Lobby	Standard	$30.00	$67.50	$202.50
5/6/2022	9:00 AM - 2:00 PM	East Room Performance	Performance (6hr Block)	$578.00	$144.50	$433.50
5/6/2022	9:00 AM - 2:00 PM	Yellow Room/Lobby	Standard	$30.00	$37.50	$112.50
5/7/2022	9:00 AM - 9:00 PM	East Room Performance	Performance (6hr Block)	$578.00	$144.50	$433.50
5/7/2022	9:00 AM - 9:00 PM	Yellow Room/Lobby	Standard	$30.00	$90.00	$270.00
5/8/2022	9:00 AM - 6:00 PM	East Room Performance	Performance (6hr Block)	$578.00	$144.50	$433.50
5/8/2022	9:00 AM - 6:00 PM	Yellow Room/Lobby	Standard	$30.00	$67.50	$202.50
			Rental Subtotal			**$3,112.50**

Bothwell

Date	Time	Item	Qty / Rate	Price	Discount	Subtotal
5/4/2022		Rental Overage: East End over 6 hour time period	13 @ $60.00 / Hour	$60.00	$195.00	$585.00
			Bothwell Subtotal			**$585.00**
Subtotal						**$4,930.00**
Total						**$3,697.50**

Discounts

Non-Profit Discount: Rent (25 %) - $1,232.50 $1,232.50

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9.1

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	Art entry fee paid by artist	$ 3,500
Art Sales	20% commission on sold art	$ 740
		$
		$
		$
		$

Requested Grant Amount: $ 4000

Cash Match Amount: $ 4240

In-kind Match Amount: $ n/a

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. 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. (We have already increased entry fees for this year.)

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 is paid 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 the Mayor of Livermore, the artist 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. Food for the award reception is of high quality fitting for the special nature of 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 services
Spring Art Show Consultant	Stephen Rodriguez	Form Head of the Spring art show, he remains a key consultant for all aspects
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

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 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 solde 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 nine years / Graduate "Key to the City" program

Art Connections: Member of the Livermore Art Association for 6 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 8 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-six 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 21 years and the Pleasanton Art League for 17 years.

I have co-chaired the Spring Art Show for many yars and have chaired the receiving and receptions.

Stephen Rodriguez – Spring Art Show Consultant

I am a Bay Area product and have lived in the Livermore Valley for 46 years.

I am a member of the Livermore Art Association and have held several positions: Membership Chair, President and Treasurer. I am also a member of the Pleasanton Art League.

I have chaired or co-chaired several art shows for LAA and other are associations in the Tri-Valley.

I also volunteer with the San Francisco Bay Area Council of the Boy Scouts of America. I have been involved with the BSA in the Bay Area for decades.

Christine Watters – President, Livermore Art Association

LAA Webmaster and tech support
Programs Chair for 3 years
Textile and Mixed Media Artist

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 4 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 Cit of Livermore Commissions for the Arts."

Livermore Art Association



September 11 & 12, 2021

LIVERMORE

Supported in part by a grant from the City of Livermore Commision for the Arts
2022-132 JLH/KJT

10.1 31

SHOW PROGRAM

Livermore Art Association



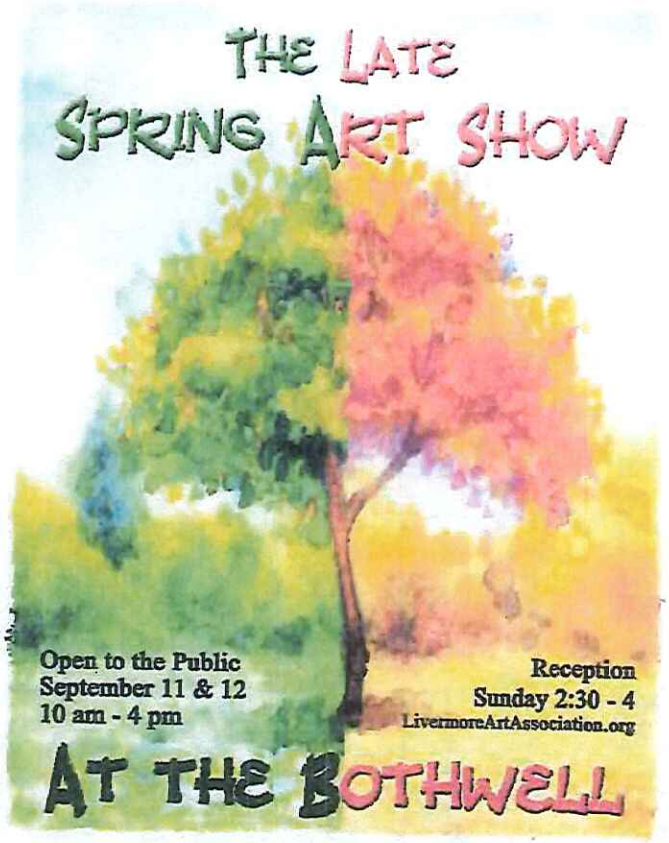
September 11 & 12, 2021

LIVERMORE Supported in part by a grant from the City of Livermore Commision for the Arts

2022-132 JLH/KJT

POSTCARD

Livermore Art Association



September 11 & 12, 2021

Supported in part by a grant from the City of Livermore Commision for the Arts

LIVERMORE

EXHIBIT C

Thursday,
SEPTEMBER 9, 2021
VOLUME LVIII, NUMBER 36

THE Independent

Your Local News Source Since 1963 SERVING DUBLIN, LIVERMORE, PLEASANTON, SUNOL

ies of your constituents. n't think it will be one raise that you made our ntown a destination for citizens and visitors, as ill be just high-density sing with slivers of en space and concrete. Now is the time for some ous thought, planning negotiation to make the e of the city a place to oy open space, greenery, olling, playing and en- ing the local restaurants l retail stores and, not to get, the entertainment at Bankhead and cinemas.

sidents Do Not nt This Plan
lan Guzman, Livermore

So many Livermore resi- nts have expressed their sapproval of four-story oc housing on the old icky site! So many of us ve voiced that we would te this moved to another ea that would allow the rmer Lucky grounds to used for a green park and ossibly for more parking well!

It is unbelievable that ie Livermore City Coun- il and Eden Housing can gnore 75% of Livermore esidents who have rejected nd vehemently stated that ney do not want this plan.

dding Another Game to Vater Games
orge Barrantes, Livermore

With the subject of wa- er preservation, we have ichieved 7% water con- servation in the Tri-Valley according to the estimates from the Water Board.

Consider that in com- we can figure when to stop.

I can see how we could measure how much we could conserve by making a mark with black tape close to the drain plug and then we could train ourselves not to exceed the mark.

So, let's start with a generous five inches maximum allocation for every shower. If that is not enough to complete our needs then add more inches until we reach our shower completion.

Showering after a hard day of work is very satisfying, and we all recognize that it is a good thing to have a cold shower.

If this is a good addition to the "Water Games" let's see if our percentage of water conservation will give us a thumbs up to higher conservation.

Happy Trails!

Planning for the Future
Andy Lundberg, Livermore

Leaders in Livermore do not have the courage to stand up and explain clearly why they ignore the people's input. A couple of years ago, Livermore residents were invited to one or two sessions to meet with councilmembers and city staff to develop ideas for the downtown area, with particular attention to housing. Now, some years later, it looks like a bait-

(See MAILBOX, page 6)

THIS WEEKEND!



AT THE BOTHWELL
SEPTEMBER 11 & 12, 2021
LIVERMORE
Supported in part by a grant from the City of Livermore Commision for the Arts

CHRISTESEN'S WESTERN WEAR & SADDLERY
EVERYTHING
50% TO 70% OFF
FINAL WEEKS – STORE CLOSING
HANDMADE DRESS AND WORK BOOTS FROM TONY LAMA, ARIAT, JUSTIN,

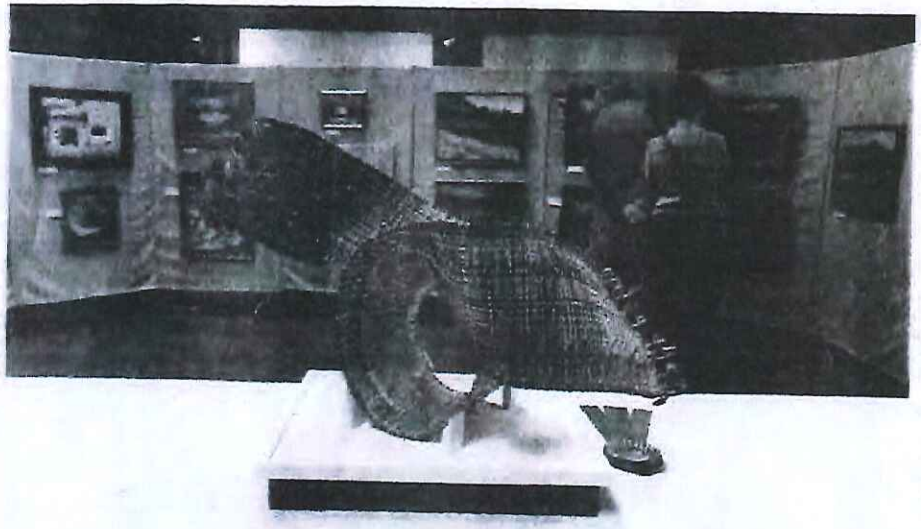
JEANS, SHIRTS, OUTERWEAR, BELTS, JEWELRY, HATS,

Checklist Item #11 – Independently generated published materials

The Independent Article

Photos of Late Spring Art Show 2021

Livermore Art Association Reschedules Majority of Exhibits



A piece of artwork sits on display at the Livermore Art Association's spring art show in April 2019. Now, with shelter-in-place bringing most local shows to a halt, the artist community looks forward to rescheduled events. (File photo)

By Helene Marie Roylance

Shelter-in-place has had a huge effect upon our daily life, and the visual arts community is no exception. The joint Livermore Art Association (LAA) and Pleasanton Art League (PAL) programs have been suspended until further notice, in accordance with county requirements. Many artists are trying to make the best use of this time, spending more time in the studio or finding creative and now rescheduled for Nov. 7 and 8. This is LAA's premiere show, supported in part by a grant from the City of Livermore Commission of the Arts. Chaired by accomplished artist, Christine McCall, and a dedicated team of volunteers, this show has been held for over 60 years, and typically offers a unique opportunity for newer artists to exhibit alongside seasoned, experienced artists in all types of art media.

The Spring Art Show is in the Livermore Valley, with events sponsored and hosted all around the Valley.

It is in this momentary pause that we feel the communal reach these shows and programs have, and how inclusive they can be to the wider community. Barbara Reynolds, an LAA member, has organized the Celebrate Women photography show for the last six years. The theme of this event allows participants to celebrate the women in The exhibit, which normally takes place at the Livermore Library, will be postponed until next year. If the library is open this September, LAA will put up artwork in a special show.

The Essential Figure Fine Art Figurative show, normally in early May, has been postponed to Oct. 15 to 18 at the Bothwell Art Center. Organized by LAA member Barbara Stanton, an accomplished muralist and nationally recognized miniature artist, this event celebrates the natural beauty of the human form. This will be the 12th year for this show, which last year enjoyed more than 30 artist participants and over 90 pieces of art.

The shelter-in-place restrictions have not been without challenges, and not all events and shows could be rescheduled. The Art in the Vineyard event that has been held for 47 years was canceled this year and will resume in 2021. Run by Edmee Keele, the event is held at Wente Vineyards on Tesla Road. Surrounded by beautiful scenery, attendees enjoy wine tasting and live music while exploring the fine art exhibit.

Last year was the inaugural year for Paint Livermore, an endeavor led by LAA Board members Norma Webb and Diane Rodriquez to encourage participation in a plein air competition. Artists competed in the medium of their choice, painting the local scenery over a weekend in Livermore. The event was so popular, that in its first year, it attracted 26 artists, some driving in from hours away to participate. It will return next spring.

The Livermore Art Association Gallery, located upstairs in the Carnegie Building at 2155 Third St., celebrates the work of 25 artists, displaying oil, watercolor and acrylic paintings, photography, ceramics and glass art, felting and quilling art, as well as fine jewelry. Due to shelter-in-place, the gallery canceled the usually scheduled spring events including Mother's Day Open House and graduation-themed gifts. The Gallery will open again soon, possibly with new hours; follow the website for opening date and details.

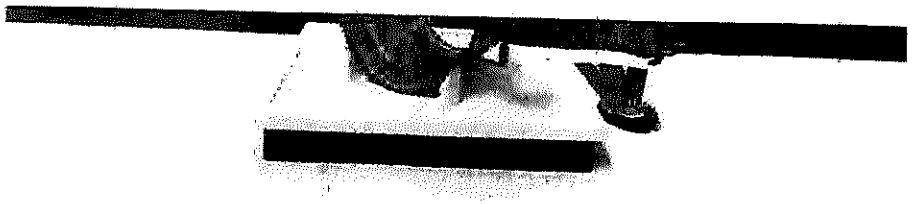
Last year was also the first year of Art in the Park, sponsored by the Gallery and run by Gallery Director Peggy Kervin. The event was a wonderful success for the gallery, featuring many arts and craftspeople showing and selling their work from their booths around the Carnegie building. This year's Art in the Park is scheduled to proceed this year on Sunday, Aug. 16. For more information, visit gallery@livermoreaart.org.

Interested in joining LAA? Membership is open to all artists and supporters of the visual arts at membership@livermoreart.org. The association's income has been greatly reduced due to the pandemic, so any donations are appreciated and can be sent to P. O. Box 216, Livermore, CA 94551.

OUR LOCAL NONPROFITS NEED YOUR SUPPORT, PLEASE DONATE IF YOU ARE ABLE!

2022-132 JLH/KJT

EXHIBIT C



A piece of artwork sits on display at the Livermore Art Association's spring art show in April 2019. Now, with shelter-in-place bringing most local shows to a halt, the artist community looks forward to rescheduled events. (File photo)

By Helene Marie Roylance

Shelter-in-place has had a huge effect upon our daily life, and the visual arts community is no exception. The joint Livermore Art Association (LAA) and Pleasanton Art League (PAL) programs have been suspended until further notice, in accordance with county requirements. Many artists are trying to make the best use of this time, spending more time in the studio or finding creative, online means of connecting through art. While it may have connecting us in new and different ways, it is not without recognizing the impact sheltering in place has had upon the thriving celebration of art we have promoted in our community.

The LAA postponed the much-anticipated Spring Art Show, previously scheduled at The Barn in early April, and now rescheduled for Nov. 7 and 8. This is LAA's premiere show, supported in part by a grant from the City of Livermore Commission of the Arts. Chaired by accomplished artist, Christine McCall, and a dedicated team of volunteers, this show has been held for over 60 years, and typically offers a unique opportunity for newer artists to exhibit alongside seasoned, experienced artists in all types of art media.

The Spring Art Show is more than just an exhibit. Its absence this spring reverberated beyond the two-day show. It is at events such as this that LAA encourages new artists to join and, in turn, enter more shows to display their work. These long-standing art shows and programs are open to the public and free of charge. They have become part of the rich, cultural landscape in the Livermore Valley, with events sponsored and hosted all around the Valley.

It is in this momentary pause that we feel the communal reach these shows and programs have, and how inclusive they can be to the wider community. Barbara Reynolds, an LAA member, has organized the Celebrate Women photography show for the last six years. The theme of this event allows participants to celebrate the women in their lives, creating powerful and intimate portraits in photography. The exhibit encourages involvement at all skill levels, once again drawing in new participants from the community, from first-time photographers and high school students through seasoned photographers. It is the constant influx of new participants that keeps the exhibits fresh and exciting.

Barbara Stanton, an accomplished muralist and nationally recognized miniature artist, this event celebrates the natural beauty of the human form. This will be the 12th year for this show, which last year enjoyed more than 30 artist participants and over 90 pieces of art.

The shelter-in-place restrictions have not been without challenges, and not all events and shows could be rescheduled. The Art in the Vineyard event that has been held for 47 years was canceled this year and will resume in 2021. Run by Edmee Keele, the event is held at Wente Vineyards on of their choice, painting the local scenery over a weekend in Livermore. The event was so popular, that in its first year, it attracted 26 artists, some driving in from hours away to participate. It will return next spring.

The Livermore Art Association Gallery, located upstairs in the Carnegie Building at 2155 Third St., celebrates the work of 25 artists, displaying oil, watercolor and acrylic paintings, photography, ceramics and glass art, felting and quilling art, as well as fine jewelry. Due to shelter-in-place, the gallery canceled the usually scheduled spring events the gallery, featuring many arts and craftspeople showing and selling their work from their booths around the Carnegie building. This year's Art in the Park is scheduled to proceed this year on Sunday, Aug. 16. For more information, visit gallery@livermoreaart.org.

Interested in joining LAA? Membership is open to all artists and supporters of the visual arts at membership@livermoreart.org. The association's income has been greatly reduced due to the pandemic, so any donations are appreciated and can be sent to P. O. Box 216, Livermore, CA 94551.

Children's Museum to Close Permanently

The Valley Children's Museum, which has been closed since shelter-in-place orders were issued in March, will not reopen even after the COVID-19 pandemic ends.

and staff," even when it was allowed to reopen.

"While this news is disappointing, we are grateful to the City of Dublin and all the supporters of Valley Children's Museum over

The museum has been in operation for 21 years, starting with parent volunteers creating play-based learning activities for children in Livermore elementary schools. It expanded

OUR LOCAL NONPROFITS NEED YOUR SUPPORT, PLEASE DONATE IF YOU ARE ABLE!

Assistance League Amador Valley
P.O. Box 11843
Pleasanton, CA 94588
925-461-6401
Assistanceleague.org/Amador-valley

Axis Community Health
5925 W. Las Positas Blvd., Suite 100
Pleasanton, CA 94588
925-201-6068
Axishealth.org

Big Bay Ray, Inc.
Bigbayray16@gmail.com
925-523-3133
Bigbayray.com

Cantabella Children's Chorus
P.O. Box 131
Pleasanton, CA 94566
925-292-2663
Cantabella.org

Community Health Education Fund
CHEF/TVNF
C/O Maria Mancini
P.O. Box is 420
Livermore, CA 94551

Christian Youth Theater Tri-Valley
P.O. Box 1586,
Pleasanton, CA 94566
925-421-1251

Livermore Valley Performing Arts Center
2400 First St.
Livermore, CA 94550
925-373-6100
LivermoreArts.com

NAMI Tri-Valley
P.O. Box 5563
Pleasanton CA 94566
925-980-5331
www.nami-trivalley.org

Open Heart Kitchen
1141 Catalina Dr. # 137,
Livermore CA 94550
(mailing address only)
925-580-1616
OpenHeartKitchen.org

Partners for Change Tri-Valley
4743 East Ave.
Livermore, CA 94550
650-474-9962
pfctv.org

Paws In Need
Info@Paws-In-Need.org
925-551-1877
Paws-In-Need.org

Reins In Motion
Therapeutic Riding Program

2022-132 JLH/KJT



Enjoying Puzzles

Bob Gausman presents Livermore City awards



Family Friendly

Quality art



Painting, Photography, Mixed media,3D,

Art invasion?

Barbara Stratton demonstrates the miniature paintings





Interesting art



Artists Explains his work



Crowd At Reception



Bob Donaldson and the Veteran's Hospital Artwork

Checklist Item #12 – Other work samples

Livermore Art Association has a Livermore business permit #2006251

Attached is an in-progress marketing plan that will be finalized and being implementation in March 2022.

LIVERMORE ART ASSOCIATION SPRING SHOW 2022 MARKETING PLAN

Craig Varden

Co-Chair Livermore Art Association Spring Art Show

BACKGROUND

The Livermore Art Association has put on the Spring Show for 63 years (missing 2020) 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 objects for sale and the art shown is also for sale. The Association takes a commission on each to augment the show financial input.

MARKETING OBJECTIVE

To increase by 15% the number of visitors to the show from 800 (2021). 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 all over the Bay area and beyond.

To enlist Livermore artists to bring friends and relatives to the show via the organization's "Portfolio" Publication.

TARGET MARKET

Other area Artists, Photographers and art visitors as reached by press and Art-Photography groups LAA Email Lists.

Attract friends and relatives of Livermore artists

POSITIONING

Something exciting to do on the weekend of May7-8, 2022. 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 May 2022 to all Bay area

Newspapers and Magazines in the target group

Liaison with Bay area art organizations by email. We now have a list of interested artists and art groups in towns around the valley, near towns and beyond. The number of email addresses is over 400.

Livermore 3rd Avenue Banner. Through City services.

Produce show hand out via flyers and postcards

"Invite Friends" Program where Livermore Artists are asked to bring in relatives and friends to the show.

TIMING

Show is May 7-8, 2022. Send out Press Release April 25, 2022.

Further develop our full list of art associations in Bay area. Correct current Email lists where rejected and sent back in 4th Q 2021.

April 15 and April 31, 2022 send out two communication waves to Bay area art groups.

Place Banner at 3rd street on April last week 2022.

Remind 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 the city of Livermore including the downtown restaurants, 50 Wineries and the biggest shopping outlets in the Bay area.

TARGET MEDIA; NEWSPAPER/ MAGAZINES

The Independent

San Francisco Chronical

East Bay Times

Pleasanton Dublin publishing

Bankhead Bothwell Magazine

Tracy Press

TARGET MEDIA; On line Nets

Facebook

Next Door

Patch

Diablo

Independent

Area Radio stations with nets

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 VALLEY JOINT UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR 2021-22 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2022, between the City of Livermore, a municipal corporation ("City"), and Livermore Valley Joint Unified School District, 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 an original cast album recording of [INSERT future HERE] ("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: orginal cast album recording of [INSERT future HERE] an orginal student-written full-length musical by Livermore High School and Granada High School students.

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 costs associated with recording sessions and post-production services for a recording of the orginal cast album of [INSERT future HERE], an original student-written full-length musical by Livermore High School and Granada High School students on May 26, 2022, with post-production wrapping up by June 30, 2022. ("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 $6,650 ("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 $6,650.

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 Valley Joint Unified School District
Attn: Kelly Bowers
685 East Jack London Blvd.
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 Valley Joint Unified School District
a California non-profit corporation
"Grantee"

By: Kelly B _____ **Dated:** 4/15/22

PRINT NAME: Kelly Bowers

TITLE: Superintendent of Schools

Federal I.D. or Social Security No.

94-2175582

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

Applicant Name:_____

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.
- ☑ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☐ N/A 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. Playwright
- ☑ 9. Resumes/biographies of key project individuals, generally one page each. Ambitious Muse
- ☑ 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.

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: March 1, 2022

Amount of Grant Request: $ 6,650.00 Total Project Budget: $ 13,300.00

Applicant/Organization: Livermore Valley Jt. Unified School District

Applicant/Organization's Address: 685 East Jack London Blvd.
Livermore, CA 94551
ATTN: Dr. Kelly Bowers

Applicant/Organization's Web site: www.livermoreschools.org

Preparer's Name and Title: Carol Hovey, Theatre Program, LHS

Preparer's Phone: [redacted] Preparer's E-mail: choveyalvjusd.org

Address (for formal notification): same as above

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.):

Briefly describe the project or program for which support is requested:

see attached

Number of people intended to reach: Audience: LVJUSD community 13,000+ Participants: 31

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: May 26, 2022
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: June 30, 2022

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.

Kelly Bowers
Authorized Officer's Signature

2/28/22
Date

Kelly Bowers
Print Name of Officer signing this form

Superintendent of Schools, LVJUSD
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

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
Project & Program Grant
1052 S. Livermore Avenue
Livermore, CA 94550

Application Form – Project & Program Grants (pg 4)

+ *[INSERT future HERE]* is an original student-written full-length musical. Conceived, written and composed by 5 juniors—Dorothee Catipon, Caydence Johnson, Caylie Natsch, Calvin Shawler, Naomi Zika--from Livermore High and Granada High, the musical gives voice to coming of age during COVID when life in high school was suddenly stopped. A group of six friends reveal the hopes, fears and aspirations of their younger selves when they gather together ten years later.

+ This request is to fund the *[INSERT future HERE]* Original Cast Album Recording. As you are aware, we recently presented a very exciting joint LHS/GHS production at Livermore High. Our Winter Show was *[INSERT future HERE]* -- an original student-written full-length musical. This musical is truly extraordinary, and unlike anything I've encountered in my years at Livermore High. To commemorate this, we are hoping to create a professionally recorded Cast Album.

+ The immediate audience is the cast and creators and their families, but the nature of this recording allows the audience to be essentially unlimited as the creators intend to post the recording publicly to music streaming services. The joint LHS/GHS participants are the 17 cast members, 6 musicians, the 5 members of the creative team, and 3 LHS/GHS theatre and music advisors.

+ The project is scheduled to record from Thursday, May 26, 2022 to Monday, May 30, 2022, with post-production wrapping up by June 30, 2022.

Application Form - Project & Program Grants - See attached

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)

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.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

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.)

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.

Application Form – Project & Program Grants (pg 5)

1. Having a professional cast recording of *[INSERT future HERE]* not only highlights the students' collaborative creativity and talent, but also showcases our school district's mission: "We teach students the communication and collaboration skills to work as a team, and the creativity, tenacity and critical thinking necessary to solve the problems of the future." This recording not only commemorates the momentous occasion of this original musical's premiere through our district's theatre program, but also documents the creativity, tenacity and critical thinking skills our students are gaining through our theatre and music programs. The message of this musical is a fervent plea to be ever mindful of the social emotional well-being of our youth and to have mental health resources available to all those in our community. We believe these students demonstrate the innovative spirit required for a career in the arts. Having a Cast Album provides a portfolio for college applications as well as entrée into career opportunities in their future endeavors.

2. We are seeking funds to produce a professionally recorded cast album of the student-created original musical *[INSERT future HERE].* The Cast Recording project is a logical next step in the life of the musical, which the five-member student creative team first conceived in 2020. While we were still in the midst of distance learning and shelter-in-place, the students met over Google Meet to collaborate on the writing process. These students went on to compose original music, and write and edit an original script. The students presented these materials to us, and we decided to help them mount a full production as the 2022 Winter Show as a joint production of Livermore and Granada High Schools. The students went on to cast, direct, and handle nearly all elements of producing the musical. The musical's first staged production just closed in February 2022. The creative team has invested their united focus in their creation's success every step of the way.

We plan to record the music over Memorial Day weekend, from May 26th to May 30th at Livermore High School. Livermore High School possesses the facilities necessary for the recording project. Livermore High also owns much of the hardware necessary for recording, and is working with volunteers and private donors to procure any hardware that we don't already own. We also already have most of the human-power required to complete the recording project. All of the cast members, musicians, creative team, and adult advisors for the original production are available and ready to record.

The direct project costs are for a team of professional recording artists to record the music, then edit, mix, and master the recordings. The total cost for this project is $13,300. We will be working with Ambitious Music Project which is a small business run by an award-winning music educator with professional experience in the recording industry. Ambitious Music not only creates professional recordings, but also works with students to help them learn about the processes and technologies used by professional recording artists.

After completing the recording in May, Ambitious Music anticipates delivering the finalized tracks to us by June 30, 2022. The students plan to upload the Cast Album to music stream services so that the recording is publicly available in July 2022.

3. All grant monies will go towards outlined costs and services invoiced by Ambitious Music Project.

4. The creation of a professional cast recording of the LHS/GHS original student-written musical *[INSERT future HERE]* fulfills the criteria for Strand 2 of the Cultural Arts Master Plan, artsALIVE!. This recording not only commemorates the momentous occasion of this original musical's premiere through the Livermore Valley Joint Unified school district's theatre program, but also documents the creativity, tenacity and critical thinking skills our students are gaining through our theatre and music programs. This professional recording will not only showcase the value our community places on cultural arts in Livermore, but it also leverages the talents of our youth in creating a sense of community from diverse perspectives. The message of this musical is a fervent plea to be ever mindful of the social emotional well-being of our youth and to have mental health resources available to all those in our community who need them. A Cast Recording will provide a publicly accessible means to hear the message through a beautiful album of music, but also a much-needed call to action to support our Livermore youth mental health needs.

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.

5. This recording project will help increase the visibility of the student creative team, who hope to pursue careers in the arts in the future. These students are proud LVJUSD students, and the material they have created for their musical is deeply inspired by their experiences as students in Livermore. The team is excited about sharing their work, and their pride for the city of Livermore, with a larger audience. We believe that the vitality of the arts scene in the City of Livermore helped inspire the creative spirit that allowed these students to create such an original work of musical theatre.

This recording project will also help ensure the vitality of the Performing Arts Programs at Livermore and Granada High Schools. As arts educators, we use theatre and music to help our students gain the skills and knowledge they need to thrive in an ever-changing world. We feel very lucky to work in a community that is invested in strengthening the arts. We believe that the strength of the Livermore High School Performing Arts Program is unique in our region, and hope that this recording will help members of our community and beyond recognize the high-level of artistic work taking place at Livermore High.

5. The Livermore Valley Education Foundation—LVEF approved $6000 plus a private donation (Mr. & Mrs. Filice) in the amount of $650 pledged in matching funds for the students' *[INSERT future HERE]* Cast Album project.

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)*	$ 650.00	$	$ 650.00
Grants *(Foundations/Government other than City)*	$ 6000.00	$	$ 6000.00
City of Livermore *(other than this grant request)*	$	$	$
Other:	$	$	$
Subtotal: Contributed Income	$	$	$

Project & Program Grant Amount Requested	$ 6,650.00
Total Project Support (Revenue + Income + Grant)	$ 13,300.00

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$	
Production	$ 11,300.00	See attached quote
Administrative	$	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	$	

General	**Amount**	**Notes**
Venue Rental	$	
Materials and Supplies	$	
Marketing and Promotion	$	
Transportation	$ 2000	see attached quote
Insurance	$	
Other: *(describe in Notes)*	$	
Subtotal: General	$	

Total Project Expenses (Personnel + General)	$ 13,300.00
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ -0-

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

QUOTE

AMBITIOUS MUSIC x LIVERMORE HIGH SCHOOL

"[INSERT future HERE]" Original Cast Album Recording

Last edited on February 25th, 2022 [SML]

RECORDING SESSIONS

Set-up Day	3 hour build @ $45/hr, no band		$135
Recording Days	3 Days @ $405/day (8AM-6PM @ $45/hr)		$1,215
		TOTAL	**$1,350**

POST-PRODUCTION SERVICES

Mixing	20 Sessions (Songs)		$4,300
Mastering	20 Sessions @ $75/each		$1,350
Vocal Editing	Rhythmic edits, tuning, restoration		$4,300
		TOTAL	**$9,950**

TOTAL ESTIMATED COST

Travel Costs	Flights, hotel, transportation		$2,000
Post Production	Mixing, Mastering, Vocal Editing		$9,950
Recording Days	Build day, recording sessions, break down		$1,350
		TOTAL	**$13,300**

POST-PRODUCTION RATES

MIXING (MX)		VOCAL EDITING (VE)	
1 - 8 Stems	**$200**	Solo ≤ 5 minutes	**$150**
Up to 16 stems	**$250**	Ensemble ≤ 5 minutes	**$200-$600**

POST-PRODUCTION SERVICES BY SONG

SONG TITLE & PERSONNEL	MX	VE	MA	TOTAL
1. Overture + Intro to Another Me • Instrumentation: Piano [1], Glockenspiel [1], String quartet [6] • Total Stems: 8	$200	N/A	$75	$275
2. Another Me (2:48) • Instrumentation: Piano [1], Sus. Cym. [1], String quartet [6] • 4 Singers [4] • Total Stems: 11	$250	$300	$75	$625
3. We Are Who We Are + Outro (3:00) • Piano [1], Percussion (Glock/Triangle) [1], String quartet [6] • 1 Singer [1] • Total Stems: 9	$250	$150	$75	$475
4. Letters (2:24) • Piano [1], String quartet [6] • 6 Singers [6] • Total Stems: 12	$250	$400	$75	$725
5. Felix's Panic Attack (2:41) • Piano [1], String Trio (VVC) [4] • 1 Singer [1] • Total Stems: 6	$200	$150	$75	$425
6. Naya's Rant (1:24) • Piano [1], Percussion [1], Glock [1], Cello [2] • 1 Singer [1] • Total Stems: 6	$200	$150	$75	$425
7. Daisy's Solo (3:10) • Piano [1], Glockenspiel [1], Cello [2] • 1 Singer [1] • Total Stems: 5	$200	$150	$75	$425
8. Act 1 Finale • Piano [1] • Total Stems: 1	$200	N/A	$75	$275
9. Entr'acte/To My Friends (Pre-Reprise) (1:12) • Piano [1] String Quartet [6], Glockenspiel [1] • 1 Singer [1] • Total Stems: 8	$200	$150	$75	$425

11. Another Day (3:25) • Piano [1], Glockenspiel [1], String Quartet [6] • 10 Singers [10] • Total Stems: 18	$300	$600	$75	$975
12. Daisy's Solo (Reprise) (2:00) • Piano [1], String Quartet [6] • 1 Singer, Spoken lines [2] • Total Stems: 9	$250	$150	$75	$475
13. When I Graduated High School (3:51) • Piano [1], Glockenspiel [1], Triangle [1], String Quartet [6] • 1 Singer • Total Stems: 10	$250	$150	$75	$475
14. Regret Duet (4:34) • Piano [1], String Quartet [6] • 2 Singers, Spoken lines [2] • Total Stems: 9	$250	$250	$75	$575
15. Senior Year (3:04) • Piano [1], Glockenspiel [1], String Quartet [6] • 6 Singers [6] • Total Stems: 14	$250	$400	$75	$725
16. On The Page (3:10) • Piano [1], Glockenspiel [1], String Quartet [6] • 1 Singer [1] • Total Stems: 9	$250	$150	$75	$475
17. Shelter-In-Place/Isolation Sequence (7:16) • Piano [1], String Trio [4], Glockenspiel [1] • 6 Singers [6] • Total Stems: 6	$250	$500	$75	$825
18. To My Friends (3:22) • Piano [1], String Trio [4] • 1 Singer [1] • Total Stems: 6	$200	$150	$75	$425
19. Finale - Dear Me (3:39) • Piano [1], String Trio [4], Glockenspiel [1] • 17 Singers [17] • Total Stems: 23	$350	$500	$75	$925
			TOTAL	**$9,950**

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
Livermore Valley Education Foundation	Approved matching funds + grant	$ 6000.00
Mr. & Mrs. Fisco	Private donations/ funds	$ 650.00
		$
		$
		$
		$

Requested Grant Amount: $ 6,650.00

Cash Match Amount: $ 6,650.00

In-kind Match Amount: $ _____

[redacted]

Dear Carol and Chris,

We are happy to contribute towards Livermore High School's recording project for the cast album of *[INSERT future HERE]*. I will be sending a check this week in the amount of $650 to help fund the project.

We are very proud of the work of the students and the music department at LHS that brought this project forward.

Karen and Peter Filice

LIVERMORE VALLEY
EDUCATION FOUNDATION

February 27, 2022

To: Commission for the Arts
City of Livermore

From: Dana P. Rowley, President
Livermore Valley Educational Foundation

This letter is in support of a grant application by the Livermore Valley Joint Unified School District to fund the professional production of an album based on recent performances of a musical by the drama classes of Livermore and Granada High Schools. The Livermore Valley Education Foundation (LVEF) has a long history of supporting music and other artistic programs in the LVJUSD. In continuance of this tradition, LVEF is proud to support this grant with up to $6,000.00 in matching funds.

*Information about Ambitious Music Project Team

https://ambitiousmusicproject.com/education

*Short Bios on all participants in the Cast Recording project are in the enclosed Playbill for *[INSERT future HERE].*

***Article on Original Musical in Schools section of Patch News – Livermore 2.16.22**

https://patch.com/california/livermore/livermore-students-write-produce-full-length-musical-covid

***Photos of [INSERT future HERE] February 2022 production:**

These photos are posted to both the LHS and GHS galleries on our web site. The same photographs exist in both galleries.

LIVERMORE POSED PHOTOS
https://livermoregranadaboosters.smugmug.com/LHS/LHS-OTHER/220214-WINTER-MUSICAL/

LIVERMORE BALCONY PHOTOS
https://livermoregranadaboosters.smugmug.com/LHS/LHS-OTHER/220224-WINTER-MUSICAL-BALCONY/

GRANADA POSED PHOTOS
https://livermoregranadaboosters.smugmug.com/GHS/GHS-OTHER/220224-WINTER-MUSICAL/

GRANADA BALCONY PHOTOS
https://livermoregranadaboosters.smugmug.com/GHS/GHS-OTHER/220224-WINTER-MUSICAL-BALCONY/

Please treat these as your own. Use them as you wish without asking my permission.

Please share the links with the kids and those interested.

Bob Bronzan
Livermore-Granada Boosters

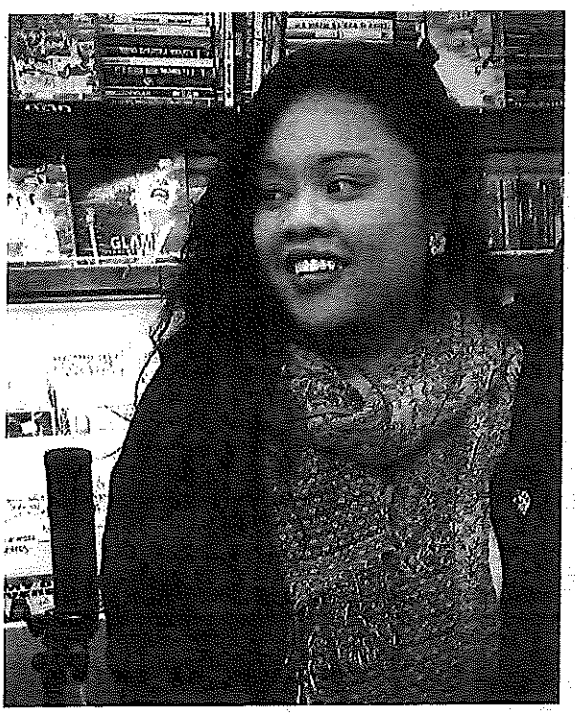


MICHAEL JOEL BOSCO

Mixing & Mastering, Studio Design

Michael Joel Bosco is a full-time musician, audio engineer, and educator. As a drummer, he has toured North America with members of The Decemberists and performed session work at studios such as Fame, Pilot, and Big Blue North. He is a proud member of the Vic Firth Education Team and an endorser of Pork Pie Percussion. He currently serves as mixing engineer at Arts High School in Newark, New Jersey- the nation's first public high school for the arts, and is a private percussion instructor in southern Connecticut. As Ambitious Music's audio engineer and custom studio consultant, Michael draws from his broad musical experience along with his years in public education to find the sweet spot between academia and artistry, providing you with the right tools to maximize your potential and actualize your vision at any budget.

AMBITIOUS MUSIC
EDUCATIONAL OUTREACH TEAM



SARAH MAE LAGASCA

Educational Liaison, Vocal Producer

Sarah Mae Lagasca is a Grammy-nominated singer, conductor, and voice coach. She is a proud public school music teacher and maintains a private voice studio in her hometown of New York City. She has prepared singers for recordings at iHeart Radio as well as nationally broadcasted performances on Good Morning America and WWFM: The Classical Network. Her clientele have performed in sold out shows at Terminal 5, Music Hall of Williamsburg, Irving Plaza, Jazz at Lincoln Center, and The Governor's Ball Music Festival. As Ambitious Music's educational liaison and vocal producer, Sarah Mae uses her experiences as a vocal producer, professional singer, and teacher to help schools connect the dots between the study of contemporary music and traditional music classrooms through professional development lectures and student workshops.

ELEVATE YOUR SOUND

NO MATTER YOUR EXPERIENCE

Ambitious Music is a small team of industry professionals and educators ready to help you and your students reach your 21st-century musical potential. Advancements in audio engineering over the last decade have completely changed the way in which high-quality recordings are made. Professional-grade gear and recording methods that were once exclusively available to commercial studios can now be assembled in nearly any space imaginable and used by musicians of all skill levels.

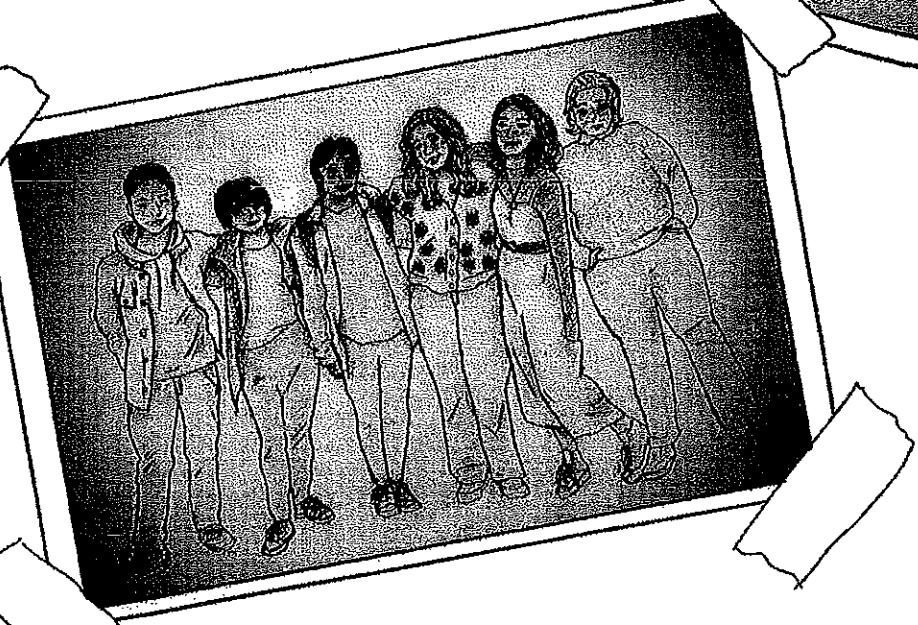
With so many options available to you and your students, we understand that incorporating this kind of technology into your existing program may seem intimidating. With over 20 years combined experience in the music industry and in the classroom, we provide music teachers with practical and effective ways to use recording technology in both general music and ensemble settings.

Whether you are a GarageBand enthusiast or a Pro Tools expert, these techniques apply across the board to maximize the quality and efficiency of your recordings.

AMBITIOUS MUSIC

LHS and GHS present





[INSERT future HERE]

A New Musical

Written by Naomi Zika, Caydence Johnson, Calvin Shawler, Dorothee Catipon, and Caylie Natsch

5 Performances in the LHS Theater
February 18th, 19th and 24th, 25th, 26th at 8:00
Tickets are $10 and can be purchased at the door or on the Online Webstore

Production Staff

Directors	Dorothee Catipon, Caydence Johnson, Caylie Natsch, Naomi Zika
Production Advisors	Carol Hovey, Lauren Haberman
Vocal Director	Chris Filice
Conductor/Music Director	Calvin Shawler
Music Direction Advisor	Chris Filice
Stage Manager	Emma Banas
Assistant Stage Managers	Shannon Thomas-SR, Mikayla Henry-SL
SR Stage Crew	Elijah Averill, Kai Averill, Emily Couch
SL Stage Crew	Jared Henry, Michael Rasmussen, Dylan Sanchez
Properties	Emily Buttler, Joanne Nelson
Front-of-House Crew	Lucyle Tupper, Evie Richardson
Light Board Operators/Multimedia	Jason Chin, Natalie Wohlrab
Follow spot Operators	Jonah Kozioziemski, Mal Pugsley
Sound Design & Training	Ross Gaunt, John Hughes
Sound Board Operators	Gus LaFortune, Evelyn McFarlane, Christopher Taranowski
Poster Flyer & Playbill Graphics	April Clark
Photography	Bob Bronzan
Parent/Volunteer Coordinator	Jeanette Henry
Cast Support Parents:	Glenda & Darin Asimus, Ellen Catipon, Paige Clark, Melissa & Makenna Couch, Jen Johnson, Katherine Kozioziemski, Michele & Jarom Nelson, Esther Sadkowski, Kristin Shawler, Bob & Kate Silva, Crisabel Thomas, Pam Zielske

Acknowledgements

Group Portrait – Artist, Skylar Azevedo
Musician Coordinator – Anna Tang
Bathroom Sink Unit – Chad Holsen
6 wooden chairs donated – The Rasmussens

A special thank you to Zach Radecke, who envisioned and then created our Wellness Center in recognition that academic success is closely linked to social and emotional wellness, thus the purpose of the Wellness Center is to provide a physical space for the establishment of mental health supports and the social culture needed for all students to thrive. We also thank our colleagues at GHS—Sylvie Shaw and the District—Michelle Dawson, Lusa Hanninen-Danner.

After an almost 2-year hiatus due to the pandemic, we are very grateful to be back in the theater presenting our show to you. As always, our administrators have our backs and champion the Visual and Performing Arts programs here at LHS. Deserving a standing ovation are: Principal Helen Gladden and VPs Brett Christopher, David Martinez, Val Nebo, and Roxanna Mohammed, and Executive Secretary, Kathy Adelman.

Thank you to our fabulous custodians helmed by Rick Anderson who ensure our theater is cleaned and sanitized following all COVID protocols before and after use, so we can return not only to our campus but to producing shows in our theater.

Thanks to our District Facilities Manager, Glenn Sherman, for all his and the district's support in ensuring our theater facility has been safely maintained and required improvements have been made during the down time. These improvements were for the grand drape, counterweight sandbag system, and the ropes and rigging for multiple battens. Still to come are the pulley track for the black traveler curtain and replacement of all the black side/leg draperies

LHS and GHS present



[INSERT future HERE]

A New Musical

Written by Naomi Zika, Caydence Johnson, Calvin Shawler, Dorothee Catipon, and Caylie Natsch

5 Performances in the LHS Theater
February 18th, 19th and 24th, 25th, 26th at 8:00

2022-135 JLH/KJT

EXHIBIT D

[INSERT future HERE] MUSICAL NUMBERS SYNOPSIS

Time – Six High School Friends Reuniting 10 Years Later

ACT I – Our Freshman/Sophomore Years at Amicitia High School

Another Me - Felix One, Katherine One, Naya One, Olivia One, Daisy One
We Are Who We Are - Katherine One
Letters – All Onès
A 'C'! - Felix One
Daisy's Solo - Daisy One
Naya's Rant - Naya One
Act I Finale - Katherine One and Olivia One

INTERMISSION

ACT 2 – Our Junior/Senior Years at Amicitia High School

Olivia's Solo – Olivia Two
To My Friends (Pre-Reprise) – Olivia Two
Another Day - All Twos and Threes
Daisy's Solo (Reprise) - Daisy Two
When I Graduated High School - Eugene Three
Regret Duet - Felix Three and Olivia Two
Senior Year - All Twos
On the Page - Katherine Two
Isolation Sequence - All Twos
To My Friends - Olivia Two
Finale - Dear Me – Company

He brings his previous experiences to the show. When he is not replacing batteries on mics, you can find him on a Chromebook in the background or chattering away with other techs.

Shannon Lynn Thomas (Assistant Stage Manager SL) is a senior in her 4th Hovey production! She has been on tech for *Puffs, Godspell, The Complete Works of William Shakespeare (Abridged)*, and now *[INSERT future HERE]*. She hopes you enjoy the show!

Lucyle or Lucy Tupper (Front of House), a freshman, is on their 1st tech crew! Go easy on them, they're a bit of a drama queen, yet they're not an actor! Anyway, Lucy loves to help out and always loved the beauty of the theatre, so this was the perfect opportunity! You might have also caught a glimpse of Lucyle in *The Complete Works of William Shakespeare (abridged)*, they were Bob 2. (The one running back and forth across the stage). To wrap this np Lucy, in their spare time, loves fashion, art, collecting things, BIRDS, music and always loves to make new friends!

Natalie Wohlrab (Light Board Operator) is a full-fledged tech nerd (even though they won't admit it). She is very excited to be on tech crew for their second show. They hope you enjoy the show because if you don't, she will make you.

ADVISORS

Ross Gaunt (Sound Design) has participated in the production of LHS's spring musicals since 2006. He finds the experience of working with Ms. Hovey and the dedicated students in the drama and music departments to always be an awesome blast of fun. Ross is a professional audio/video system designer and filmmaker.

Lauren Haberman (GHS Production Advisor) has a BA in Theatre Arts from San Diego State University, where she directed and performed in a number of productions including *The Cherry Orchard, Rumors, WASP*, and *Kindertransport*. She is an alumnus of the British American Drama Academy's Midsummer in Oxford program at Oxford University. Lauren co-directed the 2019 LHS/GHS musical *State Fair* and is currently directing Granada High's winter production of *Almost, Maine*. She teaches Theatre and English, as well as Theatre Arts courses for the International Baccalaureate program at Granada High School.

Carol Hovey (LHS Production Advisor) has her BA and MA in Theatre from SFSU. Carol directs and designs for Bay Area theatre companies. She is looking forward to directing *Newsies* for Tri-Valley Repertory Theatre this coming summer 2022. She teaches Theatre and is the Theater Manager here at LHS. Doing a full season 2020-2021 of virtual productions during the pandemic was quite the challenge, but she remains in awe of the resilience, creativity and perseverance of her talented, innovative and inspiring students. She is honored to help usher onto the stage *[INSERT future HERE]*, an extraordinary theatre piece that arose from the talented efforts of five young artists in the face of lockdown during COVID.

John Hughes (Sound Designer) has done sound design and trained student operators for Carol Hovey's productions at LHS during her entire tenure at LHS, as well as for Christensen Middle School's previous musical theatre program. The LHS productions are his opportunity to enjoy the wonderful energy, talent and occasional anxiety of live student theatre. He has provided sound support for the Tri-Valley Women's March, March for Science, March for Our Lives, and Bay Area teachers and education rallies. He also wears a musician hat, playing drumset and percussion for musical theatre companies, the Livermore and San Ramon school districts, the Danville Community Concert Band, and the CoolTones Big Band.

wearing an *interesting* outfit. Have no fear, she will still be doing this stuff (the rapping will be, of course, *Hamilton*), just off the stage now!

Jonah Koziozienski (Followspot) is a freshman. After a successful performance in *The Complete Works of William Shakespeare (abridged)*, Jonah has decided to take a short break from acting to do some tech work. When not teching or performing, Jonah enjoys reading, bike riding, and playing video games.

Augustus LaFortune (Sound Board Operator) is a sophomore who is on the tech crew for the second time. He enjoyed working in the light booth during *The Complete Works of William Shakespeare (abridged)* and is ready for another show. He is having fun meeting new people and learning more about the process of organizing a play. When not backstage, he likes drawing cartoon characters or painting galaxies.

Evelyn McFarlane (Sound Board Operator) is a freshman and she's excited to be a part of the tech crew! This is her first year being in tech and she can't wait to start helping out. She enjoys playing ice hockey, listening to music and drawing in her free time.

Joanne Nelson (Props) is a sophomore who is very excited to be in tech crew for this performance. :) It's her first year helping out at LHS and she has been eager to get into the theatre business here for a very long time. She herself has performed in multiple plays but is very enthusiastic to be working backstage this year. In her free time, she enjoys reading, writing, simply chilling, and helping out wherever possible, so you'll probably see her around! <3

Mal Pugsley (Followspot) is a sophomore who is just happy to be part of theatre and really enjoys it. It is their first time participating/being a part of theatre. They enjoy doing lights or pretty much anything related to theatre! They have a good time making more friends. In their spare time, they enjoy listening to music, drawing, or playing video games.

Michael Rasmussen (SR Stage Crew) This is Michael's fifth production with Ms. Hovey, this time as an assistant stage manager. He was the Stage Manager for *The Complete Works of William Shakespeare (abridged)*. Michael is excited to be back in the theater and hopes everyone will enjoy the show!

Evie/Leeo Richardson (Front of House) is a sophomore who loves to express themself through art. They love to use their imagination, write music and poetry, play piano, and make people laugh. This is a greatly exciting year for them; even though they are not going to be acting in this play, they are thrilled to be helping out as a part of the tech crew. A fun fact about them: they spent 47 minutes on this assignment perfecting all the details (and 5 minutes the second time, thanks to whoever invented copy and paste)!

Dylan Sanchez (SL Stage Crew) is a senior doing tech for the first time! He has been an actor in multiple shows with productions as old as *Our Town* (2018) to as recent as *The Complete Works of Shakespeare (abridged)* (2021). He is surprised to be so close to the end of his high school life and hopes that everyone in the theatre community at LHS can grow to love LHS theatre as much as he does (or more (but that's pretty hard to top.).)! Since he lacks experience in tech it is totally not his fault if anything falls apart as he is brand new and nothing could possibly be his fault!

Christopher Taranowski (Sound Board Operator) is thrilled to be helping in his second show at Livermore High School. He is especially happy to be part of the tech crew doing sound.

[INSERT future HERE] Artistic Staff

Directors Dorothee Catipon, Caydence Johnson, Caylie Natsch, Naomi Zika

Music Director/Conductor – Calvin Shawler / Vocal Director – Mr. Filice

Production Advisors > Ms. Hovey—LHS/Mrs. Haberman—GHS

Book by Dorothee Catipon, Caydence Johnson, Caylie Natsch, Naomi Zika

Music & Lyrics by Calvin Shawler

Conceived by Naomi Zika & Caydence Johnson

Cast List

Olivia 1	Nalini D'Souza
Olivia 2	Skylar Azevedo
Katherine 1	April Clark
Katherine 2	Claire Johnson
Katherine 3	Makenzie Rowe
Naya 1	Abigail Paik
Naya 2	Camille Thompson
Naya 3	Morgan Taber-Iguain
Daisy 1	Lillian Engelsgjerd
Daisy 2	Yuechen Xu
Daisy 3	Lacey Silva
Felix 1	Ethan Sadowski
Felix 2	Finch Ghannam
Felix 3	Daniel Brown
Eugene 1	Caylie Natsch
Eugene 2	Nguyen Le
Eugene 3	JD Cerruti

EXHIBIT D

DIRECTORS' NOTES—

September 7, 2020
Our very first meeting. Some of us barely knew each other. We talk all the time now. All we had then was Google Meets, a brainstorming session, and possibly a teacher to help. The following year would have so much in store for us.

February 19, 2021
Our first full read through in person. No cast yet, no real idea that it'd be put on as the next Winter Show. But all the joy and potential of a completed draft. The next few months would have us rewriting and rewriting and fighting and fighting to create a vision of a script that would be performed. It would all be worth it.

October 15, 2021
Our first time hearing this music sung by people other than Calvin. Every milestone from here on was felt by each and every one of us. First cast, first read through, first time as directors, first rehearsal, first sitzprobe. All on an accelerated track of about four months. It would go by so fast.

February 18, 2022
The end to our tech week and opening night. Maybe you're reading this then. Maybe a later show. Maybe days, weeks, or years later as a renewal of a memory that was shared by dozens of other people. We don't know what our future will hold, but our journey of our show doesn't end here. We hope that the works of these 45 students and five advisors lives on in your memory. We hope our work as five people related to this show stays with you. You are our first audience.

Sincerely,
Your writers

TECH CREW

Emma Banas (Stage Manager) is a senior who's incredibly excited to work behind the scenes in this production- not only because it's her 10th Hovey production, but also because it's not even a Hovey production. Instead, it's a student-directed and written play. It's amazing to be part of something this special, and she really hopes you enjoy it. Remember, you're the first audience to ever witness this play. How magical is that? Almost as magical as the tiny garden trolls that live in her attic.

Elijah Averill (SR Stage Crew) is a freshman and very grateful to be a part of this program. The cast and the tech are incredibly kind and create a fun, inviting atmosphere. He has never been on tech for a production before and thinks it is just as fun, or more fun, than being an actor, because he gets to assist in the creative design of this musical. In his free time, he enjoys playing video games, drawing, and signing. (._.)

Kai Averill (SR Stage Crew) is a freshman and he's ecstatic to be a part of the tech crew and helping ont the actors! This is his first year being a part of tech, and he is excited about helping out with future plays as well! He enjoys helping out with others already, so getting to help the actors is something he likes about tech. In his spare time, he enjoys drawing, acting, cosplaying, and singing. :]

Emily Buttler (Props) is super-hyped for this show! She's extremely proud of all the hard work everyone has put in to bring this production to life and would like to give a big hug to all her fellow techies. It's already her 6th Hovey production (Whoo! favorite number!) and she can't wait to do future shows! (Except maybe not, because she definitely doesn't want time to go by too fast. Oh no! How is it already junior year...) When not vibrating with anticipation, she can be found taking way too many performing arts classes.

Jason Chin (Light Board Operator/Multimedia) is a senior. This is his second play he has been on the tech crew for. The play is special because it is a student-made play. He is honored to be a part of the first production of this play. He is excited to be able to help the actors and crew alike throughout the process. In his spare time, he likes to cook, practice piano and stare at the wall.

Emily Couch (SR Stage Crew) is a freshman and is excited to be a part of the tech crew! This is her first time being a part of the tech crew and is excited to help out! She has enjoyed getting to learn more about how the show works backstage and hopes to do tech again in the future! In her free time, she enjoys playing guitar, watching Marvel movies, hanging out with her friends, and playing with her cat. She also likes to listen to show tunes and Taylor swift!

Jared Henry (SL Stage Crew) is a sophomore and is excited to be in his second production! You may recognize him from *The Compleat Wrks of Wllm Shkspr (abridged)*, where he played a character who always brought two things: an exaggeration of his knowledge in the subject and his book. Want some sandwiches? He is thrilled for his new role as a techie and is glad to be part of a production with so many of his friends (and his sister, who some say is his hero). He will be a part of the spring musical as well, so he hopes you can see both. Enjoy the show! ":)"- Dyl pickle

Mikayla Henry (Assistant Stage Manager) is a senior in her sixth Hovey production. She loves being involved in theatre and is happy to be participating in the production in any way, either through acting or behind-the-scenes work. You may have seen her in the last show, *The Complete Works of William Shakespeare (abridged)*, rapping, promoting feminism, and

EXHIBIT D

Music Director/Conductor – Calvin Shawler

Violin 1 - Gabrielle Nguyen
Violin 2 - Tyler Hilton
Viola 1 - Nicholas Ha
Viola 2 - Victor Schwartz
Cello 1 - Hector Rios
Cello 2 - Beckett Kohn

Nicholas Ha is a sophomore and is ecstatic to support the actors and tech crew of this production! This will be his first time being a part of the production team as a musician, with many future involvements coming soon! He is a passionate player and is involved in the LHS instrumental department as a viola player.

Tyler Hilton is a LHS senior and is happy to play violin in the pit. As well as violin, he's spent all of high school improving at several other instruments like guitar, drums and bass. He also enjoys mountain biking and video production and hopes to attend BYU in the fall with a major in computer science.

Beckett Kohn is a LHS junior and is very excited to be in his first pit orchestra. Beckett has been playing the cello for almost 7 and a half years. He can often be found by his unique and expansive collection of science and space-related shirts and socks. In his free time, he enjoys playing his cello in several orchestras. He hopes that everyone enjoys the show!

Gabby Nguyen is a senior at LHS. She plays violin in the Chamber Orchestra and String Orchestra. This is her first time being a part of a musical.

Hector Rios is a junior and is glad to be participating in *[INSERT future HERE]*. He has been playing cello for seven years and is currently in Livermore High School's Chamber Orchestra. You may hear a few of his solos throughout the show. He enjoys listening to music and his favorite artist is Doja Cat. He shed a tear practicing; he hopes you do too.

Victor Schwartz is a sophomore at Granada High School. He plays over 20 instruments and is a part of Granada's Orchestra and Jazz Band. In his free time, he likes to write symphonies and works on congressional campaigns.

Chris Filice (Vocal Director/Musical Direction Advisor) is a singer and teacher originally from the San Francisco Bay Area. Chris attended Westminster Choir College, where he received his Bachelor of Music in Music Education and Master of Arts in Teaching. While at Westminster, Chris participated in multiple choral ensembles, including the Westminster Williamson Voices. As a member of Williamson Voices, Chris sang on the GRAMMY-nominated recording of James Whitbourn's Annelies. After graduating from Westminster, Chris returned to his native Bay Area to serve as the Director of Choirs at Livermore High School. In addition to teaching, Chris continues to sing actively in the Bay Area and beyond. Chris currently sings in The Same Stream, a professional choral ensemble conducted by James Jordan and based in Philadelphia. Locally, Chris sings with the International Orange Chorale of San Francisco, which performs music from the 20th and 21st centuries and is devoted to commissioning new and promising composers.

Writers & Directors

Dorothee Catipon, a junior at LHS, is in her seventh show here! (Crazy to think about, she knows.) You may have seen her running around backstage and in the theater during *Puffs!*, *Godspell*, and *The Complete Works of William Shakespeare (abridged)*. It's been a wild ride so far being in a completely new role and seeing for the first time how much is needed to get this show running. She is so proud of all the work everyone has put in to make *[INSERT future HERE]* possible. And to the writers/directors/friends, after many, many months (18 to be exact), it's here. Thank you. Enjoy the show.

Caydence Johnson is an LHS junior enrolled in the Middle college program at Las Positas. This is her fifth LHS production and eighth show overall. After being on all sides of the performing wheel, as well as teaching for shows, this is her first time in the director's seat (thankfully not alone). It's been a wild ride, but she is very thankful for her fellow directors, the amazing actors, tech, musicians, and teachers who have made this all possible. Without further ado, please enjoy the show!

Caylie Natsch (Eugene 1) is a GHS junior enrolled in the Middle College program at Las Positas College, but her home high school is Granada. She had leading roles in *The Big Bad Musical* and *Wonderland* in middle school, has several years of choir and piano experience, and several writing awards with such organizations as the DAR and the American Legion. Working with these amazingly talented and creative people has been so inspiring and so much fun, and she is so grateful for the closer friendships that this experience has given her. Writing and producing an original musical has been a mind-blowing collaboration full of laughs, debates, Zoom struggles, rewrites, and edits, and she is insanely proud of this show and of everyone who came together to make it happen. She is positive that you are going to love it!

Calvin Shawler (Composer & Lyricist) fell in love with musical theatre in middle school and is honored for this show's opportunity. He's been a part Christian Youth Theatre for five years, and he's studied piano and voice for eleven years with his beloved teacher Galina Corkery, but his greatest passion is creating. Through his poetry and prose, he's won honorable mentions through the Tri-Valley branch of the California Writer's Club and Society of Young Inkling youth writing contests. For his piano compositions, he's won honorable mentions from the Music Teachers National Association and the National Guild of Piano Teachers. He also climbed from third place in 2018 to first place in 2021 for the Open Own Composition event of the United States Open Music Competition. He constantly continues writing, working on his first opera, "Stained Glass Window," and directing his first short film this summer.

Naomi Zika, a GHS junior, is in the Las Positas Middle College program. Having been in a few musicals and performances throughout her life, she's stepping into a new role to see what goes on behind the scenes to make a show like this run. As one of the five writers and directors of this musical, she's anxiously excited to see the end product that her fellow classmates worked so hard to put on. She has been thrilled with all the support she and the writers have gotten on this journey and the amount of work put into making this possible. It is insane to think about writing, producing and directing her own work and she's so happy to have gotten the ability and opportunity to experience all these new roles with such amazing, creative, and wonderful people. She hopes you enjoy the show as much as she enjoyed writing it. :)

EXHIBIT D

CAST

Skylar "Bee" Azevedo (Olivia 2) is a junior and is thrilled to be acting in such a beautiful musical! She's honored to be a part of such a talented cast and crew and is beyond excited to be back on stage after a long Covid hiatus. This show was so fun for her to help bring to life, and to finally see this student-written dream become a reality is amazing. She hopes you love the show and is crossing her fingers that at least a couple of you will cry at her solo. Twos rule!!

Daniel Brown (Felix 3) is a junior and is stoked to be in his first high school musical production! He enjoys playing cello and guitar and loves to sing. You may recognize him from plays like *Puffs* and *The Complete Works of William Shakespeare (abridged)*, where he acted the roles of Cedric and Romeo respectively. So far, he has mostly acted in comedies, so he's excited to be acting Felix 3 in *[Insert Future Here]*, a play with abundant realism and relatability.

JD Cerruti (Eugene 3) is a senior who's super-excited to be back on the LHS stage once again!!! After everything going on in the world, he's just so excited and relieved to be onstage again. You may have seen him onstage most recently in *The Complete Works of William Shakespeare (abridged)* here at LHS, or onstage at the Bankhead Theater in *Mamma Mia!*. He would love to thank all the talented students who wrote the show and hopes his performance lives up to what they all envisioned.

April Clark (Katherine 1) is a 16-year-old sophomore at Granada High who recently fell in love with the theatre at CYT. Since then, she has been part of their productions *Peter and the Starcatcher* (Molly Aster) and *High School Musical* (Taylor Mckessie). In the rare moments when she's not acting, playing guitar or loudly singing her heart out, April's other interests include reading, writing, ballet, rock climbing, and art. She is thrilled to be part of the cast for *[INSERT future HERE]* and is equally excited to perform!

Nalini D'Souza (Olivia 1) made some croissants the other day. They were flaky and delicious--brought a tear to her eye. French cuisine is her side preoccupation right now. ANYWAY, Nalini is a senior at LHS and she's been in every Hovey Production she could during high school! She would like to thank her parents, friends, and puppy for their enduring support. She would also like to thank the engineers who fixed the stage so we can perform safely! :-)

Lillian Engelsgjerd (Daisy 1), a junior, is super-excited to be participating in this amazing original musical!!! This is her sixth LHS production and she has loved every second of it. You may have seen her in previous shows like *Godspell, Belonging, Cut!*, and *The Complete Works of William Shakespeare (abridged)*. Outside of performing, she also loves writing stories, drawing, cuddling with her cats and dogs, spending time with family and friends, and napping. She would like to thank her family and friends and everyone involved with this incredible show.

Finch Ghannam (Felix 2) (He/It) is a senior who is excited for his 6th LHS production. You may have recognized him in *Puffs* as Zach Smith, however it hopes it'll be able to make a more lasting impression as Felix Two. When Finch is not acting or hanging out with his fellow twos, it likes to spend his time drawing, writing short stories, playing video games, spending time with his mom and boyfriend, and baking. It hopes you enjoy seeing this show as much as he enjoys performing it and encourages you to keep some tissues at the ready.

Claire Johnson (Katherine 2) is a junior and really excited to be in her first LHS production as a cast member! She has been in other productions such as *Cut!*, *An Actors Nightmare*, and *Something's Afoot*--all of which were online productions, but still just as much fun. She is in the Chamber Choir and loves to sing in her free time. She wants to thank all of her family and friends for always being there and supporting her in doing what she loves.

Nguyen Le (Eugene 2) is a senior and hyped to be in both his first LHS production and his first ever musical! You may have seen some of his past work over at Dublin High's Drama Department! When he graduates from high school, he hopes he can continue doing performing arts in college, either in the form of acting or screenwriting ~~(UCLA please, please, please let him in!)~~. He's seriously so thankful for the support from all his friends, family, teachers, and extremely talented castmates. He hopes you enjoy the show! :)

Caylie Natsch (Eugene 1) – see Writers & Directors bios.

Abigail Paik (Naya 1) is a sophomore at Granada High School. Earlier this year, she played Einstein in *Picasso at the Lapin Agile* at GHS. This is her first time being in a musical, so she is very excited! In her spare time, she enjoys rereading *Harry Potter* and playing the violin. She hopes you enjoy the show.

Makenzie Rowe (Katherine 3), a senior, is excited to play her first named role in high school! She's been in other musicals such as *Godspell* and *State Fair* along with *The Complete Works of William Shakespeare (abridged)* as her first play. She's also been in *Puffs* as part of the tech crew! Outside of theatre, she participates in all the choir she can get. Show, Chamber, and for her last two trimesters in high school, even Concert Choir! She is excited to be acting and singing on stage with all of her friends again and hopes everyone will enjoy this amazing student production! :D

Ethan Sadkowski (Felix 1) is a freshman here at LHS! He is so excited to be in his second LHS production! You may recognize him from *The Complete Works of William Shakespeare (abridged)* @ LHS, *Wizard of Oz, Willy Wonka Kids, Frozen Jr., Honk Jr.*, or *Mary Poppins Jr.!* If he isn't acting or singing, you can catch him listening to his favorite music, hanging out with friends, or watching movies or a TV show. He is very thankful for his parents' support (shout out to his Mom for practicing lines for *several* hours with him).

Lacey Silva (Daisy 3) can't wait to be a part of her 6th LHS production!!! You may recognize her from other shows, like *Cut!* and *Godspell!* She's SO excited to be a part of this amazing musical!!

Morgan Taber Iguain (Naya 3) is a senior and she is excited to be involved in yet another LHS production. She is very impressed with the students that put this together and is glad to support them by participating in the show.

Camille Thompson (Naya 2) is a sophomore and is very excited to be performing in her second LHS production! You may have recognized her from her first LHS production, *An Actor's Nightmare*. Camille is very thrilled to be a part of the cast. She has great hope to be a part of more LHS productions in the future.

Yuechen Xu "L" (Daisy 2) is a freshman at LHS and is very excited about their first theatre production! Acting is a relatively new passion of theirs so they're ecstatic to have a chance to perform. They're very glad to be surrounded by such an amazing cast, crew, and group of directors who make rehearsals something to look forward to. They also couldn't forget the support they've received from family and friends who have stuck with them as they navigated the ins and outs of theatre.

AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE VALLEY OPERA 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 Valley Opera (LVO), 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 Education & Community Outreach programs ("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: provide pianists and singers for performances at Livermore schools and provide a free dress rehearsal performance for students, teachers and parents.

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 to provide professional singers and pianists for an educational opera/classical music program to be performed at Livermore schools and to provide a free formal Dress Rehearsal of a LVO opera in Fall of 2022 and Spring 2023 for students, teachers and parents. Grant funds will also be used to provide professional singers, pianists, for rehearsal and performance space rental and for marketing materials for an educational opera/classical music program to be performed at Livermore schools and to provide a free formal Dress Rehearsal of a LVO opera in Fall of 2022 and Spring 2023 for students teachers and parents. The program will begin in September 2022 and end in June of 2023. ("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 $8,000 ("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 $8,000.

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: Livermore Valley Opera
Attn: Jim Schmidt
P.O. Box 1002
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 Valley Opera
a California non-profit corporation
"Grantee"

By: James Schmidt **Dated:** April 15, 2022

PRINT NAME: JAMES SCHMIDT

TITLE: Board Member, Past President

Federal I.D. or Social Security No.

94-3168895

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

LIVERMORE VALLEY Opera

P.O. Box 1002, Livermore, CA 94551 | LVOpera.com

To: Livermore Commission for the . Arts

February 27, 2022

Livermore Valley Opera has faced difficulties during these Covid times just as the City and Livermore schools have. It now appears things may be finally improving. We are anxious to provide service to the school population of Livermore. There seems to be so much strife, nationally and internationally, that arts and music appreciation will be a welcome change, even if only for a quality assembly, Master Class, or musical night at the Bankhead Theater for students, teachers, and parents. We thank the City and the Commission for the Arts for their past support.

I do want to apologize that my long faithful printer is showing some signs of wear. It just began to occasionally skip a letter....I have been unable to adjust or fix it and am now shopping for a new printer. I don't believe any of the small letter-skipping causes any information distortion or inaccuracy.

Livermore Valley Opera hopes this grant will be approved, and sends our thanks in advance.

Jim Schmidt

Jim Schmidt
Livermore Valley Past President
[redacted]

2022-133 JLH/KJT

EXHIBIT A

Livermore Commission for the Arts Project and Program Grant Application

Applicant: Livermore Valley Opera

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.

EXHIBIT A

Application Form—Project & Program Grants

Submission date: February 28, 2022

Amount of Grant Request: $8,000 Total Project Budget: $8,000

Applicant Organization: Livermore Valley Opera

Address: P.O. Box 1002 Livermore, CA 94551-1002

Organizations Website: Livermorevalleyopera.com

Preparer Name and Title Jim Schmidt, Board Member & Past Prsident

Address: [redacted]

Describe the Art form: Opera

Briefly describe the project or program for which support is required: Educational opera/classical music program. Follows State curriculum standards and is age appropriate for grade school assemblies, choir classes in mid and high schools, and college level at Las Positas. Outreach climax is free attendance to students, teachers, and parents at the formal Dress Rehearsal of LVO opera in Fall 2022 and Spring 2023.

Number of people in intended to reach: This is hard to estimate because teachers and principals must accept our invitation and some may be reluctant given all the disruptions due mainly to the Covid crisis. Others will welcome the opportunity.

Target audience is all students in all Livermore grade schools, plus attendance at the Dress Rehearsals: 4,000 expected **Audience.**

Participants: Students in Mid and High School and Las Positas Choir classes: 1,500

Date project is expected to begin: September, 2022

Date project is expected to end: June, 2023

EXHIBIT E

EXHIBIT A

Jim

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.

James Schmidt
Authorized Officer's Signature

February 26, 2022
Date

JAMES SCHMIDT
Print Name of Officer signing this form

Board Member & Past 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

EXHIBIT A

Livermore Valley Opera Board of Directors

11/19/2020

	Name	Email	Board Role	Phone Numbers	Personal Address
1	Ofer dal Lal	[redacted]	Director	[redacted]	
2	TJ Gilmartin	[redacted]	Vice President, Organization	[redacted]	
3	Raquel Holt	[redacted]	Founder/ Director	[redacted]	
4	Henry Huff	[redacted]	Treasurer	[redacted]	
5	Alexander Katsman	[redacted]	Music Director/Conductor (ex	[redacted]	
6	Monica Kulander	[redacted]	Director	[redacted]	
7	Roger Lake	[redacted]	Vice President	[redacted]	
8	Carole Lince	[redacted]	Director	[redacted]	

NOTE - All terms are 2 years but can be renewed by vote of the Board

EXHIBIT E

2022-133 JLH/KJT

EXHIBIT A

Livermore Valley Opera Board of Directors
11/19/2020

	Name	Email	Board Role	Phone Numbers	Personal Address
9	Erie Mills	*erieamills@gmail.com*	Artistic Director *(ex officio)*	[redacted]	
10	Stephanie Petermeier	[redacted]	Director	[redacted]	
11	Pamela Philbert	[redacted]	Director	[redacted]	
12	Pamela Rigg	[redacted]	Director	[redacted]	
13	Keith Sawyer	[redacted]	President-elect	[redacted]	
14	Bonnie Schmidt	[redacted]	Director	[redacted]	
14	Jim Schmidt	[redacted]	President	[redacted]	
15	Sonya Sheffield	[redacted]	Secretary/Board Administrator	[redacted]	

EXHIBIT A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 17 2001

LIVERMORE VALLEY OPERA
PO BOX 1002
LIVERMORE, CA 94551-1002

Employer Identification Number:
94-3158895
DLN:
17053174741041
Contact Person:
DAVID V SCHEM ID# 31369
Contact Telephone Number:
(877) 829-5500
Accounting Period Ended:
March 1994
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Donors 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)(2) 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 received knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

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.

If we have indicated in the heading of this letter that an addendum applies, the enclosure listed is an integral part of this letter.

Letter 1050 (DO/CG)

EXHIBIT E

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)*	$ 8,000	$	$
Grants *(Foundations/Government other than City)*	$ 0	$	$
City of Livermore *(other than this grant request)*	$ 0	$	$
Other:	$ 0	$	$
Subtotal: Contributed Income	$ 8,000	$	$

Project & Program Grant Amount Requested	$ 8,000
Total Project Support (Revenue + Income + Grant)	$ 16,000

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$ 13000	*see below
Production	$ 500	Costs for set pieces, reimbursements
Administrative	$	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	$ 13500	

General	Amount	Notes
Venue Rental	$ 500	Rehearsal & performance space rental
Materials and Supplies	$ 200	Costumes, supplies, props
Marketing and Promotion	$ 150	Concert programs
Transportation	$	
Insurance	$ 350	Insurance policy required
Other: *(describe in Notes)*	$	
Subtotal: General	$	

Total Project Expenses (Personnel + General)	$ 16,000
Project Surplus (Loss) *(Total Support minus Total Expense)*	$

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

*Pianists and singers for community performances & dress rehearsal performance free to Livermore students

EXHIBIT E

EXHIBIT A

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
Patron Donations	Individual contributions from Livermore Valley Opera's patrons	$ 8,000
		$
		$
		$
		$
		$

Requested Grant Amount: $ 8,000

Cash Match Amount: $ 8,000

In-kind Match Amount: $ 0

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)

   The Mission of Livermore Valley Opera is to enrich our community by producing the world's best operas, and to foster the careers of talented opera singers. We encourage a wider appreciation of opera and the associated arts through community outreach and education programs for youth at the school. At Livermore Valley Opera, we make opera and classical music accessible to the community through community performances at schools and senior

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.

   We are seeking a grant from the City of Livermore to support our Education & Community Outreach programs. These programs visit schools, libraries, senior homes, and other community locations with performances by Livermore Valley Opera musical artists. During the school year, we bring two singers and a pianist to schools within the public school district and offer opera performances at assemblies at no cost to the schools. We also bring recitals, performances, and masterclasses to high schools, Las Positas College, and senior homes such as Stoneridge Creek. Performances from professional singers at these locations offers many the opportunity to experience live opera singing without the need to travel and at no cost, making opera and classical music more accessible to community members.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   Receiving partial funding from the City of Livermore helps us in planning a season with plenty of community outreach projects featuring our professional artists, as well as allows us to offer them a competitive stipend for their work in expertise when both performing and offering masterclasses. Our artists are highly educated and trained and are offering spectacular services to the community. We believe it is important to make these concerts not only accessible to the community through free events — but also worth our artists' effort and time in a competitive market. High quality productions for our community and youth in the City brings in new fans of opera and classical music, and helps our community's arts scene thrive.

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.)

EXHIBIT A

Our community outreach and e ducation program, not to mention the whole of Livermore Valley Opera, is proud to be a facet of the thriving arts community in Livermore. The outreach program can make classical music, profe ssional performances, and the spectacle of opera accessible to all. The open dress rehearsals for c ommunity students, to masterclasses given at Las Positas, and concerts given at senior comm nities in Livermore all contribute to the uniqueness of a city like Livermore.

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. Application Form - Project & Program Grants Project/Program Budget Worksheet (enter N/A if item does not apply.

N/A

EXHIBIT A

Artistic Team for Livermore Valley Opera — Education & Community Outreach

Erie Mills - Artistic Director
Alexander Katzman - Music Director
Liesl McPherrin - Director of Education & Outreach

In addition to our directors, we also hire professional singers from all over the country who will perform in our community concerts and provide masterclasses at high school and college levels.

Our elementary school outreach program will be directed by Mrs. McPherrin, and feature two fantastic local singers and fellow music educators, Mollie McReynolds and Billy Lawley, to present within the Livermore public school district.

Erie Mills

Artistic Director Erie Mills, has received critical and popular acclaim throughout the world. She has performed in the world's major opera houses, including the Metropolitan Opera, La Scala, Vienna Staatsoper, English National Opera, San Francisco Opera, Santa Fe Opera, New York City Opera and many others. As a concert artist, Ms. Mills has appeared with the orchestras of Chicago, Philadelphia, St. Louis, Cleveland, Boston, Los Angeles, San Francisco, and the St. Paul Chamber Orchestra. Her performance of Cunegonde at the New York City Opera was seen on a national telecast on PBS' "Live from Lincoln Center." From 1998-2008 she was on the voice faculty at San José State University. Since 2004 she has worked as the English diction specialist for Opera Theatre of St. Louis, and also works in this capacity for the Metropolitan Opera and the Santa Fe Opera. In 2004 she became the first singer to join the board of directors of Opera America. She is a graduate of The College of Wooster in Ohio, the University of Illinois, and the Houston Opera Studio.

Alexander Katsman

Alexander Katsman is the Music Director of Livermore Valley Opera. As an alumni of the San Francisco Opera's Merola Program, Mr. Katsman received his M.M. from St. Petersburg Rimsky-Korsakov State Conservatory and his B.M. cum laude from Mussorgsky College of Music in St. Petersburg, Russia.

Since his arrival in the United States, Alexander has been sought after as a conductor and collaborative pianist. He conducted for *Opera San Jose, West Bay Opera, Martinez Opera, Bayshore Lyric Opera, Berkeley West Edge Opera, Oakland Lyric Opera, Solo Opera, San Francisco Lyric Opera, Opera Academy of California, Peninsula Teen Opera, Diablo Light Opera, Town Hall Theater*, and also at *CalState University East Bay* and *Diablo Valley College*. Recently Alexander was rehearsal conductor for *Castleton Festival's* Berkeley performances of Albert Herring and The Rape of Lucretia. He was also Artistic Director for the *Alexander Vocal Series*, premier vocal recital series in Piedmont, California.

Mr. Katsman serves on conducting faculties of Bay Area Summer Opera Theater Institute and Opera Academy of California. He is also on the coaching staff at the San Francisco Conservatory.

EXHIBIT A

Liesl McPherrin - Director of Education & Outreach
Liesl McPherrin has performed a wide variety of repertoire in both opera, concerts, and musical theater, and sang as a chorister with many professional ensembles. Known for her comedic roles in musical theater and light opera, Liesl has performed the role of Serpina with the student outreach production of *La Serva Padrona* with Livermore Valley Opera, as well as April in *Company* for the Marysville Arts Council, Mutts in *Mutts and Maribel Walk to the Moon* a chamber opera for children by Nancy Bachmann, Pauline in *La Vie Parisienne,* Madame Herz in *The Impresario,* Carolina in *The Secret Marriage* and the title role in *My Fair Galatea* with San Francisco's Pocket Opera, Bianca and the voice of The Dawn with Island City Opera's *La Rondine*. For the role of Lisette with Pocket Opera's production of *La Rondine*, Operawire stated "Her stage ease communicated wit and salt, and so did her rich and expansive voice." Liesl is also a member of the chorus at San Francisco Opera.

In addition to singing, Liesl is an avid pedagogue and choral conductor. She has directed many youth and community choruses. Liesl is on the music faculty at Las Positas College where she teaches voice and piano. She earned her Master of Music in Vocal Pedagogy and Performance at Westminster Choir College in Princeton, New Jersey. Liesl is a member of the American Guild of Musical Artists and the National Association for Teachers of Singing.

Mollie McReynolds - Performer for 2022-2023 School Outreach
Mollie McReynolds is a soprano, praised for her "free-sounding, easy coloratura" (Frankfurter Neue Press). She has played roles such as Tytania in *Midsummer Night's Dream,* the Queen of the Night in *Die Zauberflöte,* Despina in *Così fan Tutte,* and Madame Silberklang in *The Impresario*. In addition to her performing work, Mollie is an avid voice teacher and yoga instructor. Mollie has a Master's degree in Vocal Pedagogy from the University of North Carolina, Charlotte, and a Bachelor of Music in Vocal Performance from San Francisco State University.

Billy Lawley - Performer for 2022-2023 School Outreach
William Lawley performed with the San Francisco Opera Chorus in Wagner's *Götterdämmerung* during the summer of 2018. Solo roles include Nobody in *Lucinda y Las Flores de La Nochebuena*, Melisso in Handel's *Alcina*, Ben Upthegrove in Menotti's *The Telephone*, and Uberto in an English adapted version of Pergolesi's *La serva padrona*. He also has previously performed as a vocalist with San Francisco Choral Artists.
Lawley performed in musicals with numerous theaters in the Dallas/Fort Worth Metroplex before moving to the Bay Area. During the summer of 2006, he had the unique opportunity of working at the Barn Theatre in Augusta, Michigan, one of the first professional equity summer stock theaters. He is also a music educator and teaches voice and piano throughout the East Bay.

Masterclass Clinicians & Recitalists
In the Spring semester, 2022 - Las Positas College students will be offered a career Q & A session with *Otello* cast member, Norman Espinoza. Past recitals at senior communities by cast members from Fall and Spring productions have included singers such as Alex Boyer, Kyle van Schoonhoven, and Sarah Cambridge.

EXHIBIT A

30th SEASON

LIVERMORE VALLEY Opera

The Housekeeper Becomes the Wife (La Serva Padrona)

Teache r's Lesson Planning Guide

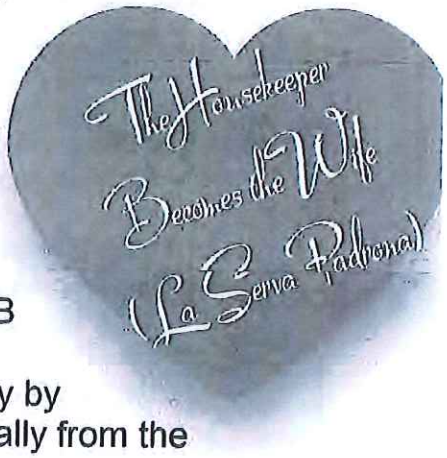
Dear Teachers,

The activities made available to accompany this video of *The Housekeeper Becomes the Wife* offers several classroom activities and assignments to encourage students to develop their critical thinking skills, allow students to discover something that they may have never heard or seen before, as well as fulfill California Standards for Music Education that include common core and cross cultural discussion and communication as addressed under "Responding to Artistic Works" —

- Anchor Standard 8: Interpret Intent and Meaning in Artistic Work
- Anchor Standard 9: Apply Criteria to Evaluate Artistic Work
- Anchor Standard 11: Relate Artistic Ideas and Works with Societal, Cultural, and Historical Context to Deepen Understanding.

You can access the full list of standards as well as grade specific criteria at https://www.cde.ca.gov/be/st/ss/documents/caartsstandards.pdf

I encourage you to engage your students in a pre-opera discussion such as a "KWL - Know, Want to Know, and 'Learned" and guide them through the listening process.



With more advanced students, such as middle or high school, or in music-specific classes, teachers can help guide students through listening to specific sections of music to cover music standards such as listening for A B A' modes, minor versus major, loud versus soft, or fast versus slow. You can also dive deeper into music history by introducing periods in music history. This piece is originally from the

EXHIBIT A

Baroque period, but has bee n staged in a more contemporary style - which for children will still seem "old fashioned"! I encourage you to ask students how this music is different from popular music they might stream on their computer or music from Broadway musicals.

These resources and the video from Livermore Valley Opera are available to you completely free through funding from the local community to help our young people to build an appreciation for the arts from a young age.

We hope that the available activities here provide you with some fun and engaging lessons in what has been a very challenging year for teachers. We also understand that the use of video is not ideal, and we hope to be back with you in person for live performances next year. Teachers - You. Are. Awesome. Please enjoy these resources for your classroom. Feel free to reach out should you have any questions about the curricula. I am also happy to have a virtual visit with your classroom and offer a "Q & A" session with your students.

Best wishes for the rest of the school year!

Sincerely,

Liesl McPherrin
Director of Educational Outreach
Livermore Valley Opera
(415) 203 - 5036
Lvopera.outreach@gmail.com

EXHIBIT A

COMMUNITY OUTREACH

Photos by Barbara Mallon

OperaLIVE!

Livermore Valley Opera continues visiting schools and keep exposing the young generation to the art of Opera! This season we are rolling out our newest assembly program featuring an interactive opera show for students, a fully staged and translated into English, Pergolesi comic opera The Housekeeper becomes the Wife (La Serva Padrona). In addition, we invite master teachers and principal artists from our main stage productions to work with high school and college choruses and young singers. We are proud to say that by the end of the 2017-2018 season we'll be visiting in 24 different schools and colleges, bringing the art of opera to 10,000 students!

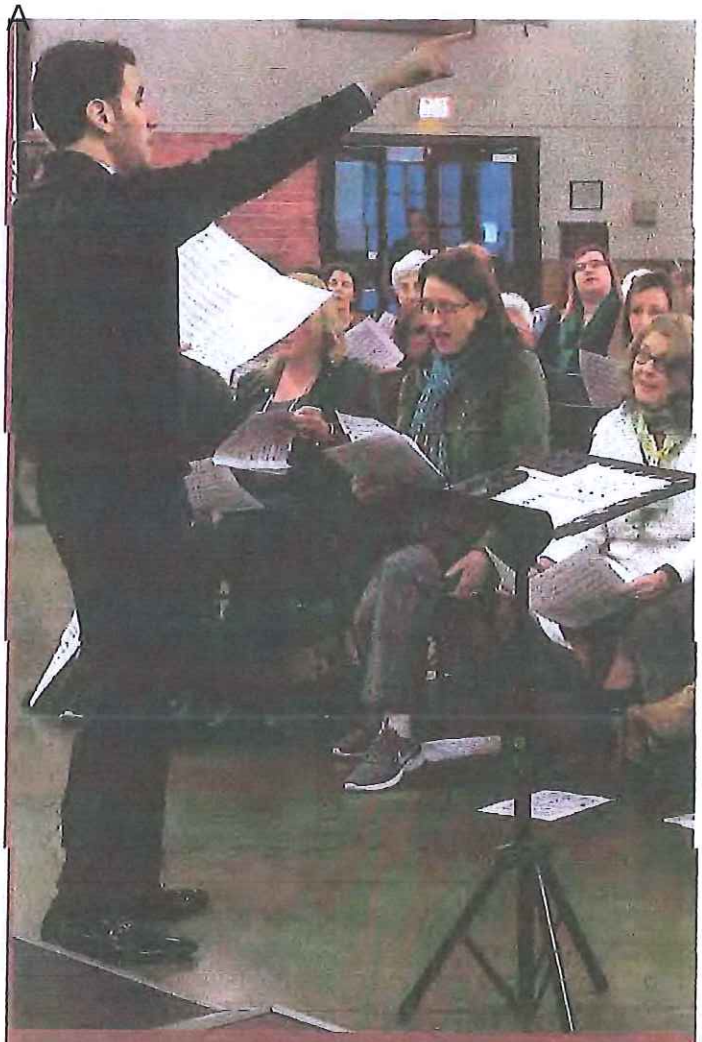
Our continued outreach goal is to enrich the lives of as many students as we can each year. By generating an awareness of opera and the cultural arts, we can have an impact on these young people's lives that is of value to both Livermore Valley Opera and our society at large. Finally, we invite all students and teachers to experience a live opera by attending our dress rehearsal of Un Ballo in Maschera on March 8, free admission.
If you are interested in sponsoring or contributing to the vital resources that make our school programs possible, please contact our Outreach Director, Revital Shmerling.

LVO Outreach in Tri-Valley schools

In Livermore Valley Opera, our belief is that opera should be introduced and accessible to everyone. In an effort to foster and fulfill our mission to encourage a wider appreciation of opera in the Tri-Valley, Livermore Valley Opera offers an array of outreach programs, and constantly seeks to develop a relationship with our community by expanding our activity. Our OperaLIVE! the program presents our talented and personable principals to the community, where they perform opera arias and duets from Livermore Valley Opera's productions along with selections from other operas and genres, including musical theater.

In 2017-2018 season, principals from the Don Pasquale and Un Ballo in Maschera productions present free concerts in Dublin and Pleasanton libraries.

– Revital Shmerling
LVO Director of Educational and Community Outreach



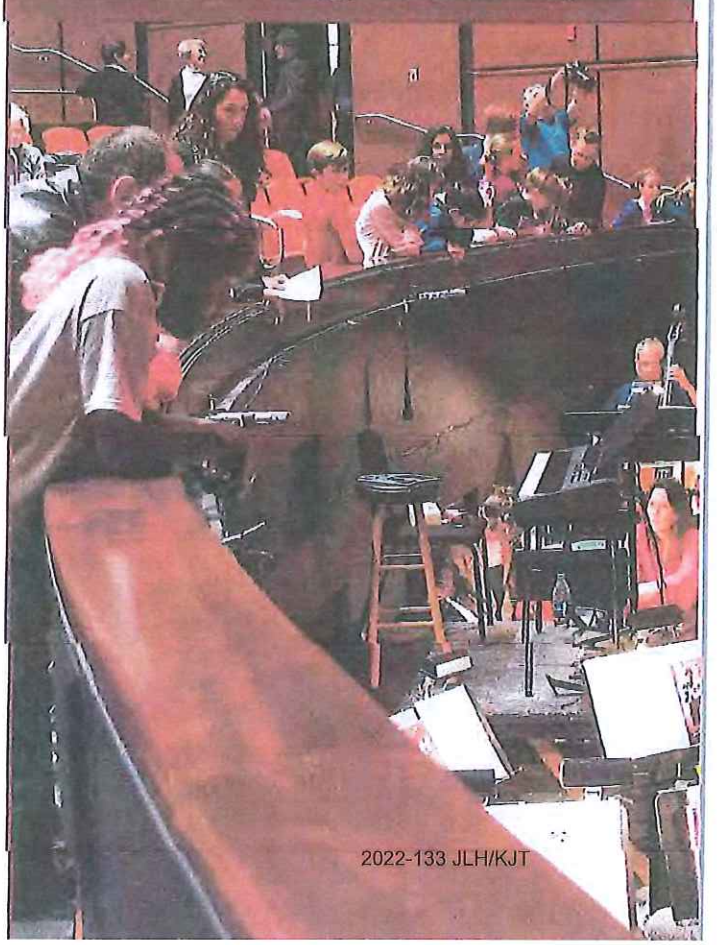


EXHIBIT A

A Florentine Tragedy / Gianni Schicchi

COMMUNITY OUTREACH

SCHOOL OUTREACH PROGRAM

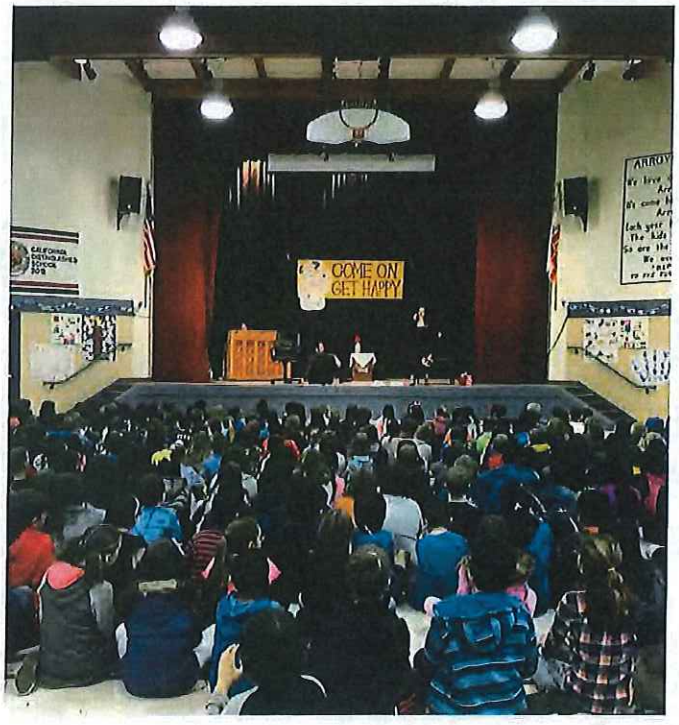
Livermore Valley Opera continues to visit schools and to expose the young generation to the art of opera. Last year we visited 15 elementary schools and 8 school and college choirs in the area, bringing the art of opera to 10,000 students.

This school year, we'll perform Menotti's *The Telephone*. The opera premiered in 1947 and was performed both in Broadway and the Metropolitan Opera. The story expresses in a very humorous way the effect that telephones have on our relationship and communication skills, and made more relevant to our young audience by modifying the telephone into a smart phone. In addition, we continue to invite master teachers and principal artists from our main stage productions to work with area middle and high school choruses and colleges.

Our continued outreach goal is to enrich the lives of as many students as we can each year. By generating an awareness of opera and the cultural arts, we can have an impact on these young peoples' lives that is of value to Livermore Valley Opera and our society at large. We invite all students and teachers to attend our dress rehearsal of *A Florentine Tragedy & Gianni Schicchi,* free admission.



OperaLIVE!



In Livermore Valley Opera, our belief is that opera should be accessible to everyone. To foster and fulfill our mission - to encourage a wider appreciation of opera - Livermore Valley Opera offers an array of outreach programs, and constantly seeks to foster connection with our community by expanding our activity.

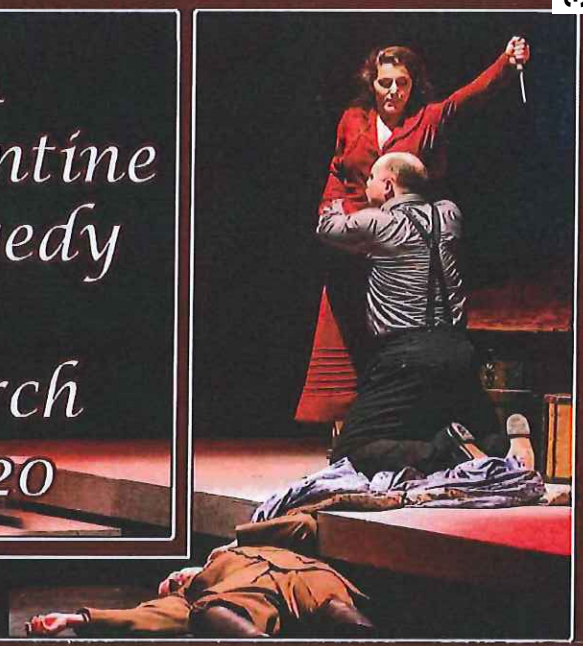
Our free OperaLIVE! program presents our talented and personable principals to the community where they perform opera arias and duets from Livermore Valley Opera's productions along with selections from other operas and genres, including musical theater. This Spring, principals from *A Florentine Tragedy* and *Gianni Schicchi* productions will perform at Livermore Rotary Club; Reutlinger Jewish Living Community, Danville; Heritage Estates, Livermore; and Stoneridge Creek, Pleasanton. We gladly welcome them to our opera performances at the Bankhead Theater.

– Revital Shmerling
Director, Educational and Community Outreach



A Florentine Tragedy

March 2020







AND Gianni Schicchi





Livermore Valley Opera

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 VALLEY PERFORMING ARTS CENTER 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 Valley Performing Arts Center, 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 performances at ArtWalk 2022 ("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: performances at ArtWalk 2022.

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 artist fees for musicians, drumming group, Native pow pow dancers, for sound assistant and master of ceremony for ArtWalk Livermore 2022 on October 8, 2022. ("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 $1,250 ("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 $1,250.

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 Valley Performing Arts Center
Attn: Chris Carter
2400 First Street
Livermore, CA 94550

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 Valley Performing Arts Center
a California non-profit corporation
"Grantee"

By: _____ **Dated:** 4/13/22

PRINT NAME: Chris Carter

TITLE: Executive Director

Federal I.D. or Social Security No.
68-0419182

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
arts
BANKHEAD & BOTHWELL

March 1, 2022

To the Commission for the Arts,

Thank you or the opportunity to apply for a grant. The documents requested are enclosed in this envelope for a grant request for Livermore Valley Performing Arts Center for ArtWalk Livermore 2022 for the Project and Program Grant.

Sincerely,

Anne Giancola
Visual Arts and Education Manager

Applicant Name: Livermore Valley Performing Arts Center -

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.

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: March 1, 2022

Amount of Grant Request: $ $2,500 Total Project Budget: $ $3,750

Applicant/Organization: Livermore Valley Performing Arts Center (LVPAC)

Applicant/Organization's Address: Livermore Valley Performing Arts Center
2400 First Street
Livermore, CA 94550

Applicant/Organization's Web site: LivermoreArts.org

Preparer's Name and Title: Anne Giancola Visual Arts and Education Manager, Livermore Arts

Preparer's Phone: [redacted] Preparer's E-mail: agiancola@lvpac.org

Address (for formal notification): Bothwell Arts Center
2466 8th Street
Livermore CA 94550

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.):

Music, drumming and cultural arts dance groups to perform during ArtWalk Livermore 2022

Briefly describe the project or program for which support is requested:

LVPAC is seeking funding to pay fees to hire musicians, a drumming group, Native pow wow dancers and one or two other cultural arts groups (not identified at this point) to perform during ArtWalk Livermore 2022 on October 8, 2022.

Number of people intended to reach: Audience: 4000 Participants: 60

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.

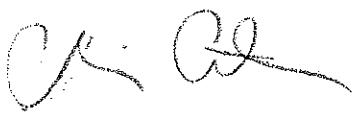
Date project or program is scheduled to begin: October 8, 2022
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: October 8, 2022

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

2/24/22

Date

Chris Carter

Print Name of Officer signing this form

Executive Director, Livermore Arts

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

Livermore Valley Performing Arts Center

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IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0424063143
Sep. 01, 2005 LTR 252C ED
68-0419182 000000 00 000
03575
BODC: TE

LIVERMORE VALLEY PERFORMING ARTS
CENTER
[redacted]

003325

Taxpayer Identification Number: 68-0419182

Dear Taxpayer:

Thank you for the inquiry dated July 27, 2005.

We have changed your business name as requested. The number shown above is valid for use on all tax documents. For your convenience, we have ordered corrected Forms 8109, Federal Tax Deposit Coupons, for you to make your deposits. You should receive them in five to six weeks. REMINDER - Your new business name should also be used if you deposit electronically. You can make Electronic Funds Transfer (EFT) payments using the government's Electronic Federal Tax Payment System (EFTPS) through a financial agent designated to process tax payments.

If you have any questions, please call us toll free at 1-877-829-5500 between the hours of 8:30 a.m. and 5:30 p.m., Eastern Time.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( ) _____ Hours _____

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 2 0 1999

LIVERMORE VALLEY CONFERENCE AND
CULTURAL CENTER
C/O PHILLIP N DEAN
[redacted]

Employer Identification Number:
68-0419182
DLN:
17053160005029
Contact Person:
B. THORNTON ID# 95034
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
August 31, 1998
Advance Ruling Period Ends:
December 31, 2002

Dear Applicant:

Based on information you 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).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and

Letter 1045 (DO/CG)

contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts 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).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue 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 sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you 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. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, 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. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period that you exceed the $25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

LIVERMORE VALLEY CONFERENCE AND

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, please be sure your return is complete before you file it.

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.

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

LIVERMORE VALLEY CONFERENCE AND

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

District Director

Enclosure(s):
Form 872-C

Letter 1045 (DO/CG)

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)

   LVPAC is an independent, 501(c)3, non-profit organization that operates two spaces: the Bankhead Theater and the Bothwell Arts Center. The mission of LVPAC is to offer a broad range of arts opportunities and experiences to engage our diverse community. LVPAC' vision: Become the heart of a vibrant cultural arts community.

   The aspect of LVPAC that this grant relates to is the Visual Arts and Education sectors – and a highly visible and public outreach of visual arts and education is an annual one-day arts fest that LVPAC produces called ArtWalk. ArtWalk is the embodiment of the visual arts and education arms through its huge public presence and that it is free and open to the public to attend.

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.

   ArtWalk was created 21 years ago to help foster a sense of community among the highly skilled and talented artists in the TriValley and especially in Livermore. LVPAC has produced ArtWalk since 2006. It has grown significantly and is a treasured annual event that has its roots in the visual arts. The event has grown to include arts education through its free make-and-take art projects, involvement with many non-profit organizations and encouragement for youth involvement in temporary art projects for the day; and youth art group involvement. This grant request is seeking to support music and cultural arts presentations with an emphasis on youth groups. Music and dance components at ArtWalk draw families, create a sense of community and festivity and support local musicans, cultural dance and arts groups.
   ArtWalk takes place in The Bankhead lobby, the Bankhead Plaza, McLeod Street, Stockman's Park (maybe Livermorium Park if available). The music and cultural arts groups will be on the Bankhead Plaza and possibly McLoed Street. ArtWalk is Sat Oct 8 from 11am-5pm. LVPAC will be contracting with the musicans and the cultural arts groups for performances all day and payment will depend on the final grant and matching portions. LVPAC has the matching portion for the grant request.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   The requested amount of the grant will be used to pay musicians and cultural arts groups on an hourly performance schedule throughout the day. The intended groups are as follows depending on schedule and availability. Matt Finders' youth Jazz Labb (high school student jazz group); Matt Finders and Friends professional jazz combo; Phil Didlake drumming event that may include participation section; Native American pow wow dancers that includes children pow wow dancers. Depending upon funding other cultural arts groups may include Mexican folklore dancers, Hawaiian dancers or martial arts performers. The grant funds will also pay for sound assistant and MC for the day.

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.)

Supporting music and cultural arts performing groups for ArtWalk supports Strand 1 to promote the unique sense of place in Livermore. By funding music and cultural arts it can expand the influence ArtWalk has on the public. So many residents and families come out to ArtWalk and it is an event that reaches all communities. The funding support for this sector of ArtWalk supports Strand 2 in the following ways: LVPAC is addressing a wider emphasis on diversity, equity and inclusion and ArtWalk is an integral part of their expansion in this direction. We are seeking youth groups to perform that can be in marginalized communities and by reaching out to them to perform, we are encouraging families and their community to attend. ArtWalk is free and open to the public, but its main emhasis is on the visual arts. By creating a funding source for music and cultural arts performing groups, LVPAC can expand the marketing reach and interest in attending and expsure to all the different art forms. We will be focusing on inclusion of marginalized communites and inclusion of youth through the cultural arts groups and the drumming. The cultural arts groups espcially are creating a unqiue sense of place through the Native pow wow dancers and the other cultural arts groups will will be including. Strand 3 is supported because of the emphasis on youth and inclusion. Phil Didlake's Rhythmic Innovation programming for ArtWalk is an example of targeting youth and inclusion of all communities with opportunity for all residents to participate in this music fundamental process of drumming. And finally, funding the music and cultural arts performers for ArtWalk shows support for heritage and cultural communities and paying performers for their time in public performance validates the continuance of their arts culture.

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.

Matt Finders will be coordinating the Jazz Labb students' performance and helping to coordinate and contract with other professional musicians.

LVPAC will be partnering with the Livermore American Indian Center. The director, Mary Puthoff, will be organizer and coordinating the Native pow wow dancers for the project including the children pow wow dancers. Any funding received will be paid to the performers. Mrs Puthoff's time is volunteered.

Phil Didlake will coordinate a drumming performance and participation event with an emphasis on inclusion of children and all residents.

LVPAC will need to support a sound coordinator for the event and a master of ceremonies.

Depending upon funding, one or two more cultural arts groups will be paid to perform. These groups have not been contacted at this point but may include Mexican folklore dancers, Hawaiian dancers or martial arts performers.

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)*	$ 1250.	$ 1250.	$
Grants *(Foundations/Government other than City)*	$	$	$
City of Livermore *(other than this grant request)*	$	$	$
Other:	$	$	$
Subtotal: Contributed Income	$	$	$

Project & Program Grant Amount Requested	$ 2500.
Total Project Support (Revenue + Income + Grant)	$ 3750.

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$ 3100	
Production	$ 200	Sound equipment
Administrative	$ 250	for cultural Arts coordination
Other: *(describe in Notes)*	$	
Subtotal: Personnel	$	

General	Amount	Notes
Venue Rental	$	
Materials and Supplies	$	
Marketing and Promotion	$ 200	
Transportation	$	
Insurance	$	
Other: *(describe in Notes)*	$	
Subtotal: General	$	

Total Project Expenses (Personnel + General)	$ 3750.
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ 0

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
Livermore Valley Performing Arts Center	Matching funds for the grant request	$ $1250
		$
		$
		$
		$
		$

Requested Grant Amount: $ $2,500

Cash Match Amount: $ $1250

In-kind Match Amount: $

List of Key Project individuals

Anne Giancola
Visual Arts and Education Manager
ArtWalk organizer

Arthur Barinque
Livermore Arts Cultural Arts event manager
MC and sound specialist

Livermore American Indian Center
Mary Puthoff
Organizer for the Native Pow wow dancers

Matt Finders
Organizer for Jazz Labb students
Professional musician

Phil Didlake
Owner, Drum Innovation

Meet Matt Finders

Matt is a bassist, composer/arranger and educator living in Livermore, CA. He spent 17 years as a member of the Tonight Show with Jay Leno Band (on trombone). On the Tonight Show, Matt wrote over 400 arrangements for the band, also as a trombonist, he performed with Benny Goodman, the Mel Lewis Jazz Orchestra, Toshiko Akiyoshi Jazz Orchestra, Clark Terry Big Bad Band, Blood Sweat and Tears, and Harry Connick, Jr., among many others. During that period, Matt started his Jazz Labb programs to keep his students playing during the summer. Matt continues to write for the Jazz Labb groups each session.

Besides local instruction, Matt works as a guest clinician/adjudicator. Recent venues include San Ramon Valley, Campana, and Reno Jazz Festivals. Matt continues his musical passion with live performances throughout the San Francisco Bay area.

ArtWalk Livermore returns this weekend for 20th anniversary

Live music, hands-on crafts, community art displays and more in downtown

by Cierra Bailey / Pleasanton Weekly

Uploaded: Thu, Oct 7, 2021, 3:48 pm

Livermore Valley Performing Arts Center is transforming the city's downtown into an "art district for the day" for its 20th annual ArtWalk event.

This Saturday from 11 a.m. to 5 p.m., art will be shared in booths spread across the downtown area, from the Bankhead Theater lobby and Plaza to McLeod Street, and Stockmen's Park. The featured artists will be clustered in the parks and sidewalks and includes the Livermore Art Association Carnegie Gallery on Third and J streets.

The event celebrates the ways the arts bring the community together in a showcase that features handmade and original works by more than 200 artists, as well as live music, performances, hands-on crafts and community art projects, organizers said in a statement.

"Name the kind of art and you are going to find it at this event," said artist and Livermore resident Meghana Mitragotri, who will be participating in the ArtWalk for the second year. "This is one of Livermore's premium art events that everybody looks forward to. People from all around the Bay Area and beyond come out to this event."

Mitragotri is a watercolor artist who draws inspiration from nature, including countryside landscapes, flowers and birds.

Originally from India, Mitragotri said she came to the U.S. in 2014 and to California in 2017, and that part of her immersion into the local community was becoming involved in the art scene. She perfected her craft and exhibited at various events and venues throughout the Tri-Valley and the greater Bay Area, including Museum on Main, Harrington Gallery of Firehouse Arts Center, Alameda County Fairgrounds and juried shows at Lindsay Dirkx Brown Gallery and City Hall in San Ramon, Bankhead Theater in Livermore and Blackhawk Plaza in Danville.

Mitragotri said that at this year's ArtWalk she will have a variety of pieces available, including many fall- and holiday-themed works for sale along with cards, bookmarks and other items featuring her original art.

Another local artist, Julia Minasian, told the Weekly that this year's upcoming ArtWalk marks her third or fourth year participating. She also specializes in watercolors and she owns an organic cotton textile company called SIP (which stands for Seriously Imbibed Products). She prints her original artwork on various household items, including aprons, kitchen towels, napkins, tote bags and even face masks.

"I just love (ArtWalk); it's a very well-organized show, the people are sweet and they really support the arts," Minasian said. "Livermore is a really fun venue to go to."

She said that there is an appreciation for and emphasis on art in Livermore that she doesn't always see at public art shows. For example, last year at ArtWalk -- which was significantly scaled down in attendance due to COVID-19 -- she said a customer paid her double the asking price for one of her works and then encouraged other people to visit her booth that day and later shared a post on social media about Minasian's work.

"I'll never forget that," Minasian said, adding, "there's a lot of kindness in Livermore that I don't necessarily find everywhere."

In addition to the art that will be on display for viewing and for purchase this year at ArtWalk, there will be some interactive activities, including a mini-workshop to make art projects from recycled materials led by artist Nana-Dictta Graves and Way Up Art & Frame will offer the opportunity to experiment with art materials, according to event organizers.

Live music performances will be presented throughout the day by Meredith McHenry, Andrew Mathers, Matt Finders and Friends, youth jazz band Element 116 and Tom Rosefield, among others. Big White House Winery and John Evan Cellars will also be pouring wine during the event.

ArtWalk Livermore supports the efforts of the Bothwell Arts Center. The Bothwell has served as an arts incubator since 2006, offering affordable classroom, rehearsal, performance, event and studio rental space for artists, musicians, actors and others with a cultural arts focus, organizers said.

More information and maps for ArtWalk activities are available at LivermoreArts.org.

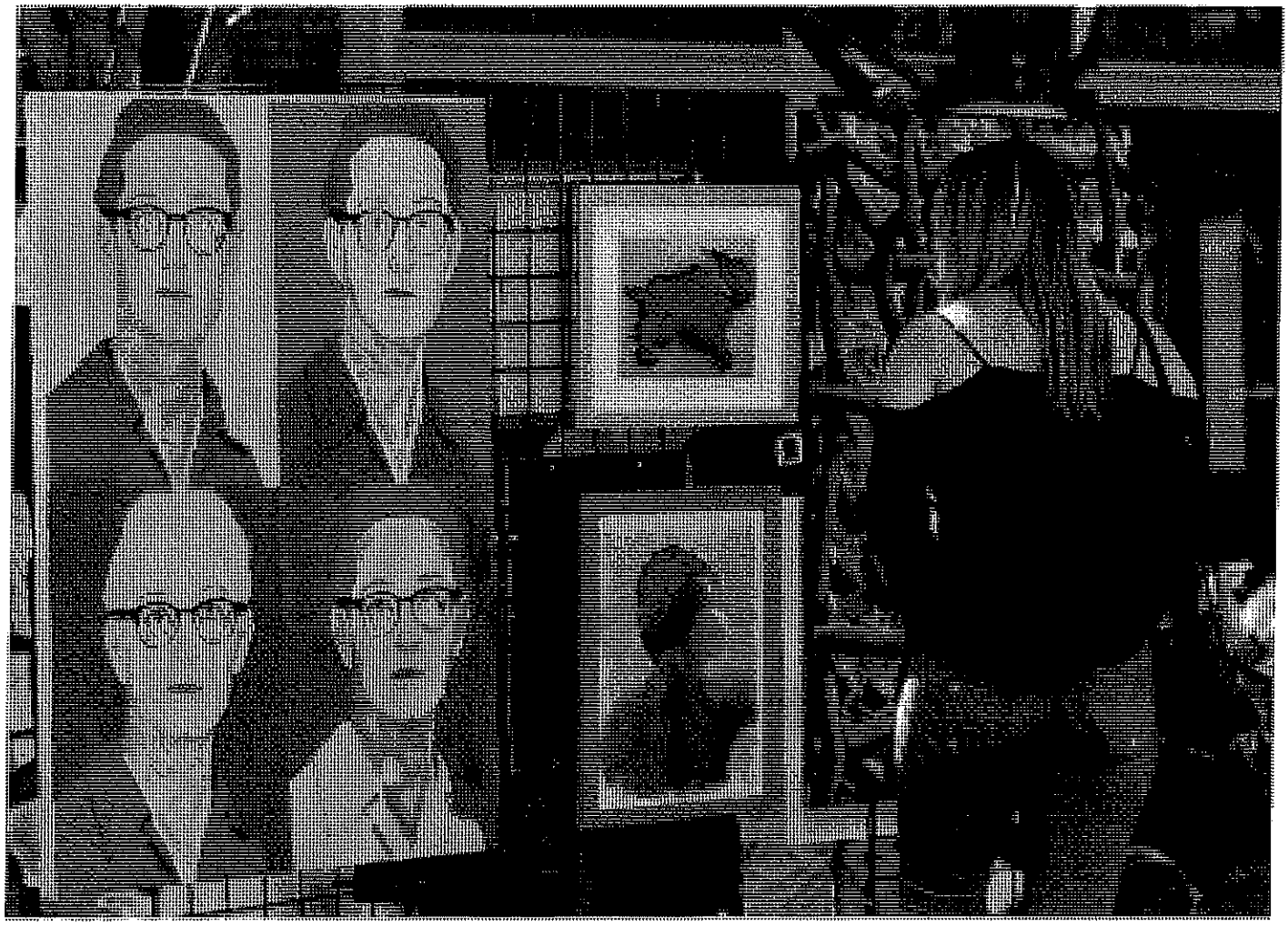
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Livermore ArtWalk

Oct 22, 2018

The Livermore ArtWalk hosted a wide variety of artists and media on Saturday, October 13 (Photos - Doug Jorgensen).

1 of 19



Art Walk 10-13-18 092



Drumming participation event



Steel drummer, Photo credit Doug Jorgenson



Jazz Labb rehearsal



Native Pow wow dancers

Center is open to the public

At the Center, one can find many American Indian Artifacts and crafts as well as a library with over 500 books available for checkout. Teachers are invited to bring their students to the Center for educational and cultural programs. Native American consultants are available to visit classrooms or speak at assemblies. Field trips include excursions to local museums, historical sites such as Alcatraz, and Indian Events like powwows.

-Mary Puthoff, CentersDirector, whose Lakota tribe name means friend or ally



EXHIBIT F

This event has passed.

ARTWALK LIVERMORE

OCTOBER 9, 2021 @ 11:00 AM - 5:00 PM

« Dublin's Harvest Fair

Celebrate! Opera Returns to the Bankhead! »



Join us at ArtWalk – the Tri Valley's premiere one day art festival. Over 200 artists display their works on sidewalks and plazas, in parks and galleries, surrounded by boutique shops, wine tasting rooms and restaurants in historic downtown Livermore. Art works range from contemporary to classical, abstract to realism, pottery to mixed media, handmade bags, ceramic garden art and jewelry, with subject matter from floral to figurative and much more. Art is the main focus of the day at ArtWalk: meet the artists and buy one-of-a-kind, original handmade treasures.

Live music and artists will be at all the parks Downtown. The Bankhead Plaza will have cultural arts groups performing between 12 and 4 pm. Livermorium Park will host the Livermore Cultural Arts Council booth by the arbor. Live music will be drawing you to explore the artists' booths all Downtown. Fun day exploring Downtown Livermore and enjoying beautiful handmade and original art and fine handcrafts.

EXHIBIT F

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. 5.8**

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Approval of "Dream Big" Mural at 150-170 North L Street.

RECOMMENDED ACTION

The Commission for the Arts and staff recommend the City Council approve the "Dream Big" Mural.

SUMMARY

Alan and Mary Burnham Trust, which is the property owner of 150-170 North L Street, has proposed to hire Alliance for the Visual Arts to mural the east-facing wall of their property.

The mural will be privately funded on private property. Because the mural will be visible to the public, the mural requires review by the Commission for the Arts and approval by the City Council in order to proceed. The Commission for the Arts found that the mural was consistent with the required criteria and recommended approval of the mural at their April 26, 2022, meeting.

DISCUSSION

Murals visible from the right-of-way require Commission for the Arts review and City Council Approval.

Alan and Mary Burnham Trust, which is the property owner of 150-170 North L Street, has proposed to hire Alliance for the Visual Arts to mural the east-facing wall of their property. The wall measures 77 feet long and 16 feet high. 150 feet of parking spaces east of the wall will offer a nearly unobstructed view of the wall on which the applicant has proposed to place a large mural depicting portraits of 5 Lawrence Livermore National Laboratories and Sandia National Laboratories scientists and engineers who became NASA astronauts (ATTACHMENT 1).

At its April 26, 2022 meeting, the Commission for the Arts discussed the proposal. The Commission evaluated the proposed mural for consistency with the following criteria from its Policies and Procedures Manual.

The proposed mural:

- Is specifically designed for its site and is commensurate in scale with its surroundings;
- Adds to the local identity and profile in the context of the City of Livermore;
- Is durable (where applicable) and reasonable to maintain in terms of time and expense;
- Is a permanent fixed asset to the property;
- Is designed and constructed by persons experienced in the production of such artwork and recognized by critics and by his or her peers as one who produces works of art;
- Aesthetically enhances the public space or built environment to which it relates or otherwise interacts with its surrounding environment;
- Is suitable by way of form and quality for public viewing and accessibility taking into consideration the possibility of an unsecured public space;
- Is free of unsafe conditions or factors;
- Is a suitable addition to the public space proposed;
- Contributes to a sense of civic pride;
- Involves the local community;
- Addresses, but is not limited to, aspects of the city's history and/or culture; and/or
- Recognizes the broad intent and objectives of the Cultural Arts Master Plan and Livermore Public Art Policy.

The Commission found that the proposed mural would be installed consistent with the above criteria and therefore recommends the City Council approve the proposed mural.

Alan and Mary Burnham Trust and Alliance for the Visual Arts are targeting early summer of this year for completion of the mural.

FISCAL AND ADMINISTRATIVE IMPACTS

The mural is proposed on private property and paid for with private funds. There are no fiscal or administrative impacts associated with this item.

ATTACHMENTS

1. Dream Big Mural Concept

Prepared by: Brandon Cardwell
Innovation and Economic Development Director

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director


DREAM BIG

LIVERMORE
CALIFORNIA

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

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution approving a Tourism and Special Event Grant application and authorizing execution of an agreement with Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company (SPARC) in the amount of $2,000.

RECOMMENDED ACTION

Staff recommends the City Council authorize the execution of an agreement with Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company (SPARC) for their event Shakespeare in the Vineyards, in the amount not-to-exceed $2,000.

SUMMARY

The purpose of the annual Tourism and Special Event Grant Program is to provide financial assistance to organizations that promote Livermore as a destination and generate tourism that benefits the local and regional economy, including local merchants and the local wine industry. The application period for the 2021-2022 Tourism and Special Event Grant Program is on a rolling basis.

On September 17, 2021, the Council adopted Resolution No 2021-156 authorizing $10,000 for the Tourism and Special Event Grant Program for FY 2021-22. Four awardees were approved to receive grant funding in an amount not to exceed $2,000 for each grant. The remaining $2,000 in funding is now recommended for the applicant, Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company (SPARC) for their event, Shakespeare in the Vineyards.

DISCUSSION

The annual Tourism and Special Event Grant Program is allocated $10,000 of General Fund dollars as listed in the approved budget. In accordance with Council adopted program guidelines, as modified throughout the years, the City requested proposals from organizations that directly benefit downtown businesses, local wineries, or promote Livermore as a destination. The purpose of the program is to provide financial support for events that:

- add to Livermore's unique art, history, diversity, or character;
- appeal to broad audiences throughout the region;

- produce and economic benefit to the City by marketing Livermore as a destination, and/or;
- provide interest and opportunity for the community to gather as we emerge from the COVID-19 pandemic.

Qualifying events must meet one or more of the above program goals. Funds are to be paid out to selected and approved grant awardees after the event has taken place, and receipts are submitted to the City for reimbursement. The amount to be paid to each organization will not exceed the $2,000 grant amount and will not exceed fifty percent (50%) of the eligible costs of organizing the event. The availability of funds for the FY 2021-2022 Tourism and Special Event Grant Program was announced following the reopening on June 15, 2021. Applications were solicited through a press release posting on the City website and social media.

On September 17, 2021, the Council adopted Resolution No 2021-156 (Attachment 1) authorizing $10,000 for the Tourism and Special Event Grant Program for FY 2021-22. There were four awardees approved to receive grant funding in an amount not to exceed $2,000 for each grant. At that time, there was a remaining $2,000 that has not yet been awarded.

Staff reviewed four applications after the adoption of Resolution No. 2021-156, and found that the application from Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company (SPARC) demonstrates consistency with the program policy criteria. The other applications did not meet the requirements in the Guidelines. The application that is being recommended for funding is for Shakespeare in the Vineyards which takes place between June 23, 2022 and August 7, 2022 at Darcie Kent Vineyards.

FISCAL AND ADMINISTRATIVE IMPACTS

Council Resolution No. 2021-156 and the adopted 2021-2022 General Fund budget includes $10,000 for the Tourism and Special Event Grant program. This remaining $2,000 is already included in the $10,000 previously approved by Council.

No additional fiscal or administrative impacts are anticipated. A net positive impact from tourism and special event activities is expected to generate additional revenues in the form of sales tax and hotel occupancy tax.

ATTACHMENTS

1. Resolution No. 2021-156
2. Resolution
3. Exhibit A - Grant Agreement

Prepared by: Theresa De La Vega
Management Analyst

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

DocuSign Envelope ID: F55045CE-96CE-4452-B1F8-B03ED7FAA31E

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING ALLOCATION OF TOURISM AND SPECIAL EVENT GRANT MONIES FOR JULY 1, 2021 – JUNE 30, 2022

Following guidelines established by the Livermore City Council in 1991, as modified throughout the years through multiple resolutions, the City annually solicits applications for and awards grants pursuant to the City of Livermore Tourism and Special Event Grant funds. Grants awarded from the Tourism and Special Event Grant program are made to provide financial assistance to organizations that promote Livermore events and generate tourism that benefits the local and regional economy. The City's approved operating budget in Fund 5001 for FY 2021-2022, includes $10,000 for the Tourism and Special Event Grant program.

Staff sought applications for FY 2021-2022 grant awards of up to $2,000 pursuant to the procedure described in the accompanying staff report and according to the Guidelines. Staff received applications from four organizations as listed in the staff report. Staff has identified the four organizations, the applications of which demonstrate that their event meets the criteria of the Guidelines and which will generate the greatest number of attendees. Staff, therefore, recommends the City Council award a grant of $2,000 to each of the four organizations shown on the chart at page 2 of the staff report, which are also listed below.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the following applicants for the Tourism and Special Event Grant Program July 1, 2021 – June 30, 2022, are approved to receive grant funding, in an amount not to exceed $2,000, for each grant:

Applicant	Event	Location	Date of Event
Rotary Club of Livermore	Livermore Rotary Rodeo Parade	Downtown Livermore on 2nd Street between Livermore Avenue and P Street	June 11, 2022
Quest Science Center	Science@Stockmen's Park	Stockmen's Park and adjacent Quest Plaza	June 26, July 17, August 7, September 9, and October 2, 2021
Livermore Pride	Livermore Pride Festival	Carnegie Park and Bankhead Plaza	October 16, 2021
Livermore Filipino American Organization	Filipino Barrio Fiesta	Downtown/Shea Plaza	October 3, 2021

ATTACHMENT 1

On motion of Council Member Bonanno, seconded by Vice Mayor Munro, the foregoing resolution was passed and adopted on September 13, 2021, by the following vote:

AYES:	Council Members Bonanno, Carling, Kiick, Vice Mayor Munro, and Mayor Woerner
NOES:	None
ABSENT:	None
ABSTAIN:	None

ATTEST:

DocuSigned by:
Marie Weber
803794826BC44BB...
Marie Weber
City Clerk
9/17/2021 | 5:11 PM PDT

APPROVED AS TO FORM:

DocuSigned by:
Kelly Trujillo
DEECE7894A8249E...
Kelly J. Trujillo
Assistant City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT WITH SHAKEPEARE'S ASSOCIATES, INC. DBA SHAKESPEARE & PERFORMING ARTS REGIONAL COMPANY (SPARC) IN THE AMOUNT OF $2,000

Following guidelines established by the Livermore City Council in 1991, as modified throughout the years through multiple resolutions, the City annually solicits applications for and awards grants pursuant to the City of Livermore Tourism and Special Event Grant funds. Grants awarded from the Tourism and Special Event Grant program are made to provide financial assistance to organizations that promote Livermore events and generate tourism that benefits the local and regional economy. The City's approved operating budget in Fund 5001 for FY 2021-2022, includes $10,000 for the Tourism and Special Event Grant program.

Staff sought applications for FY 2021-2022 grant awards of up to $2,000 pursuant to the procedure described in the accompanying staff report and according to the Guidelines. On September 17, 2021, the City Council adopted Resolution 2021-156 awarding $8,000 out of the $10,000 approved, to four organizations identified in said Resolution, leaving a remainder of $2,000 that can still be awarded. Staff reviewed and found that the application from Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company (SPARC) demonstrate that their event meets the criteria of the Guidelines and will generate the greatest number of attendees. Staff, therefore, recommends the City Council authorize the Grant Agreement and award the remaining grant of $2,000 to Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company (SPARC).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, authorizes the City Manager, or his designee, to execute the Grant Agreement (Exhibit A to this Resolution) with Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company (SPARC), in the amount of $2,000.

On motion of Council Member _____,seconded by Council member_____, the foregoing resolution was passed and adopted on May ___, 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/ Kelly Trujillo
Kelly Trujillo
City Attorney

Exhibit A – Grant Agreement between City of Livermore and Shakespeare's Associates, Inc. dba Shakespeare & Performing Arts Regional Company

GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND Shakespeare's Associates, Inc.

FOR FISCAL YEAR 2021/2022

THIS AGREEMENT, entered into this _____ day of _____, 2022 between the City of Livermore, a municipal corporation (**"City"**), and Shakespeare's Associates, Inc, dba Shakespeare & Performing Arts Regional Company (SPARC), a Nonprofit Corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2021/2022.

B. The Grantee's mission is to creating community through the production of high-quality professional theater experiences. The Associations's event Shakespeare in the Vineyards draws theater lovers, locals, and tourists to the Livermore Valley.

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

AGREEMENT

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

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Valley Wine region through Shakespeare in the Vineyards on June 23, 2022 to August 7, 2022. The City shall not be listed as a sponsor of any grantee activity or event, but shall be listed only as an "underwriter" at all times. The grant activities covered by this agreement is the Shakespeare in the Vineyards as outlined in Exhibit "A" **("Grant Activities").**

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

3. Time for Performance. Grantee shall complete its Grant Activities prior to December 31, 2022.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in

part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit "C" to this Grant Agreement.

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

6. Documentation and Recordkeeping

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

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

7. Suspension, Termination, Return of Funds

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

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

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

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

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

written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City's Risk Manager.

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

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

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

TO GRANTEE:
Shakespeare's Associates, Inc.
Attn: Lisa A. Tromovitch, Producing Artistic Director
2172 Railroad Avenue
Livermore, CA 94550

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

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

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

****

Signatures and Attachment List on the Next Page

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

GRANTEE: **Dated:**
Shakespeare's Associates, Inc.

_____ 04.13.2022

By: Lisa Tromovitch
Title: Producing Artistic Director
Federal Identification Number: 38-3745834

CITY OF LIVERMORE: **Dated:**

_____ _____

Brandon Cardwell
Director of Innovation & Economic Development

APPROVED AS TO FORM:

_____
Assistant/City Attorney

APPROVED AS TO INSURANCE:

_____
Risk Manager/Analyst

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

LIVERMORE
CALIFORNIA

APPLICATION
Request for Tourism and Special Event Grant

Grant Period: July 1, 2021-June 30, 2022

Applicant's Name SPARC Theater *(formerly known as Livermore Shakespeare Festival)* Telephone 925-443-2273

Address 2172 Railroad Avenue, (Street) Livermore, (City) CA (State) 94550 (Zip)

Sponsoring Non-Profit Organization Shakespeare's Associates

Name of Event Shakespeare in the Vineyards Event Date(s) June 23 - August 7, 2022

Description of Event Outdoor theatre festival, please see attached

Event Location Darcie Kent Vineyards, 7000 Tesla Road, Livermore, CA , 94550

Previous event dates (if applicable) annually 2002-2019, suspended for pandemic 2020 & 2021

How will grant be used? For marketing, please see attached

City contribution to prior events (if applicable) City Tourism Grants 2007-2019, details attached.

Estimated attendance 4500 (Please indicate basis for estimate)

We had attendance of 4349 in 2019, 4100 in 2018, and 5000 in 2017.

Estimated percentage of attendees from out of town 62% outside Livermore, 45% outside Tri-Valley area

Describe advertising or publicity directed at non-Livermore residents please see attached

How will the event benefit Livermore? please see attached

Additional comments Thank you for your consideration and support of local arts!

2022-159 JLH/KJT

SPARC

SHAKESPEARE & PERFORMING ARTS REGIONAL COMPANY

Board of Directors
Bryan Balazs
Board Chair

Lisa A. Tromovitch
President

Ellen Goold
Secretary

Robert Koelle
Treasurer

Laura Batti
Tony Baylis
Larry Lagin
Steve Lanza
Bobby Ramirez
Mary Sweeney
Elizabeth E. Trutner, Esq.

Capital Campaign
Will Doerlich
Dale Kaye, Chair
Supervisor Scott Haggerty, Honorary
David Kent
Darcie Kent
Lori Souza
Don Sweeney

Staff
Lisa A. Tromovitch
Artistic Director

Lindsey Schmeltzer
Education Director

Michael Wayne Rice
Resident Director

Shakespeare's Associates, Inc.
A 501(c)(3) organization,
Tax ID #: 38-3745834
dba SPARC

PO Box 2616
Livermore, CA 94551
(925) 443-BARD (2273)
SPARCtheater.org
2172 Railroad Avenue
Livermore, CA 94550

ATTACHMENT TO TOURISM & SPECIAL EVENT GRANT APPLICATION

Description of Event: SPARC Theater is a non-profit 501(c)(3) professional theater company performing two plays and a cabaret over the course of seven weekends at Darcie Kent Vineyard. The performances will begin on June 23, 2022 and close on August 7, 2022. In 2019 Livermore Shakespeare Festival boasted an attendance of 4,349 with 36% of the audience coming from Livermore, 17% coming from other Tri-Valley cities (Pleasanton, Dublin, San Ramon, Danville), 2% with no zip code provided and the remaining 45% coming from the greater Bay Area, California state and out-of-state.

How will the grant be used? This Livermore Tourism grant would be used to partially fund the mailing of a brochure to approximately 4,000 theater patrons outside of Livermore in the greater Bay Area. Our goal is to attract these out-of-town audiences to Shakespeare in the Vineyards, Livermore's hotels, downtown and wine country. We estimate our total marketing expenses will be $25,000 this year.

City of Livermore Contributions to prior events: The City has supported our summer festivals with City Tourism Grants in 2007, 2008, 2009, 2011, 2012, 2015, 2016, 2017, 2018, and 2019. We gratefully received a Project & Program grant in 2017 and a Covid Relief Grant in 2021.

Describe advertising or publicity directed at non-Livermore residents: Our "Summer Festival" marketing campaign promotes a visit to Livermore Shakespeare Festival along with the Darcie Kent Vineyard experience. Our advertising outside of Livermore includes the San Francisco Chronicle, Bay Area News Group media publications, KQED National Public Radio, Diablo Magazine, newspapers in Tracy and Fremont and a comprehensive digital advertising campaign focused on the other Tri Valley cities and the South Bay. We also feature a "Plan Your Visit" webpage promoting the wine region, local breweries, an award winning downtown shopping and dining district, spas, golf, the Premium outlets and hiking trails.

How will the event benefit Livermore? Shakespeare in the Vineyards not only brings together culture and community in our esteemed wine country but also draws over 2000 visitors from outside of Livermore. We introduce these tourists to our rich cultural attractions, our award-winning downtown shopping and dining district and our gorgeous wine country in the hopes that they will continue to return and patronize our tourism attractions.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$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.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional

insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

Verification of Coverage

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

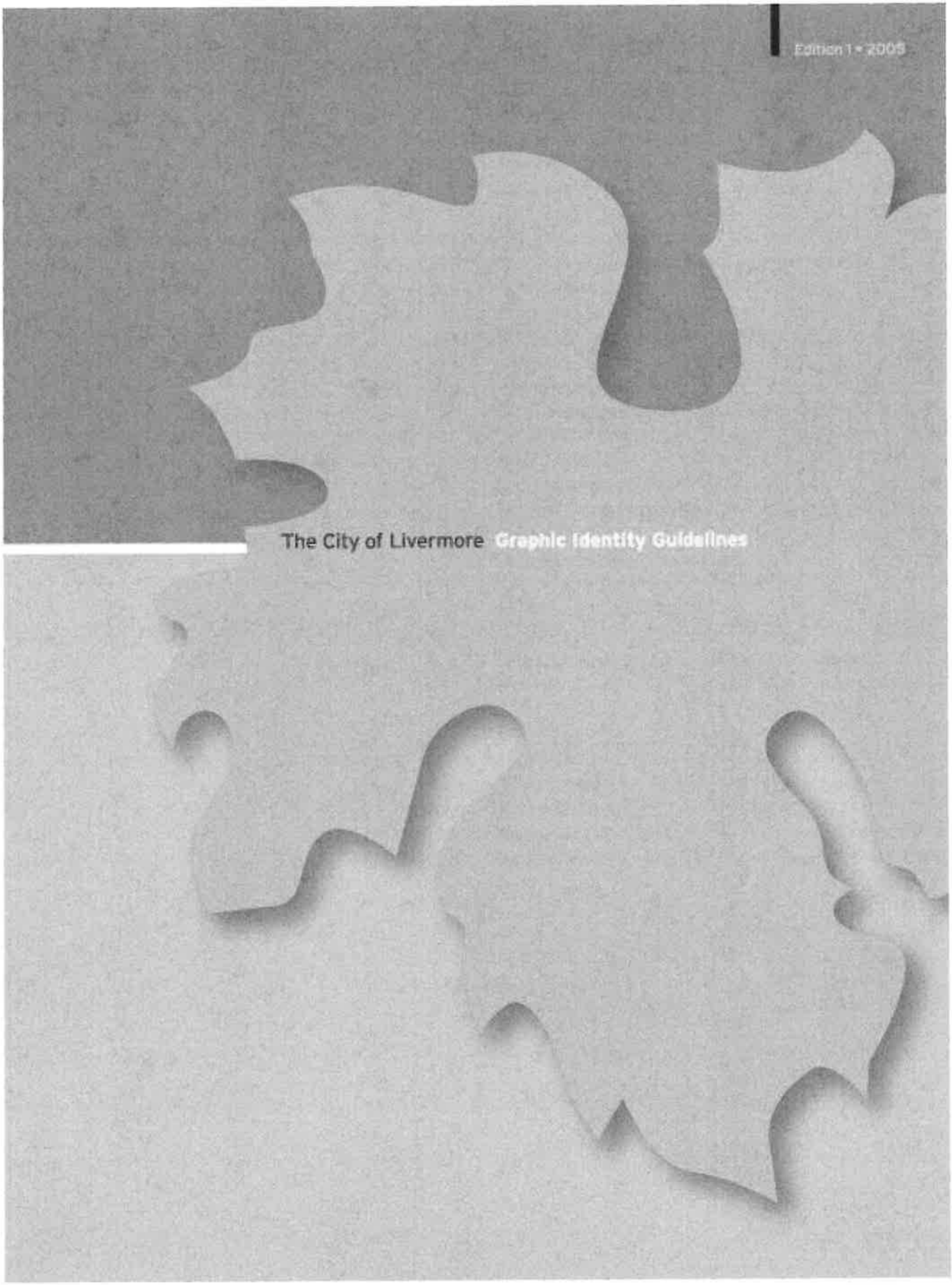

Edition 1 • 2005
The City of Livermore Graphic Identity Guidelines



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#10 Envelope

Mailing Label

Note Card & Envelope

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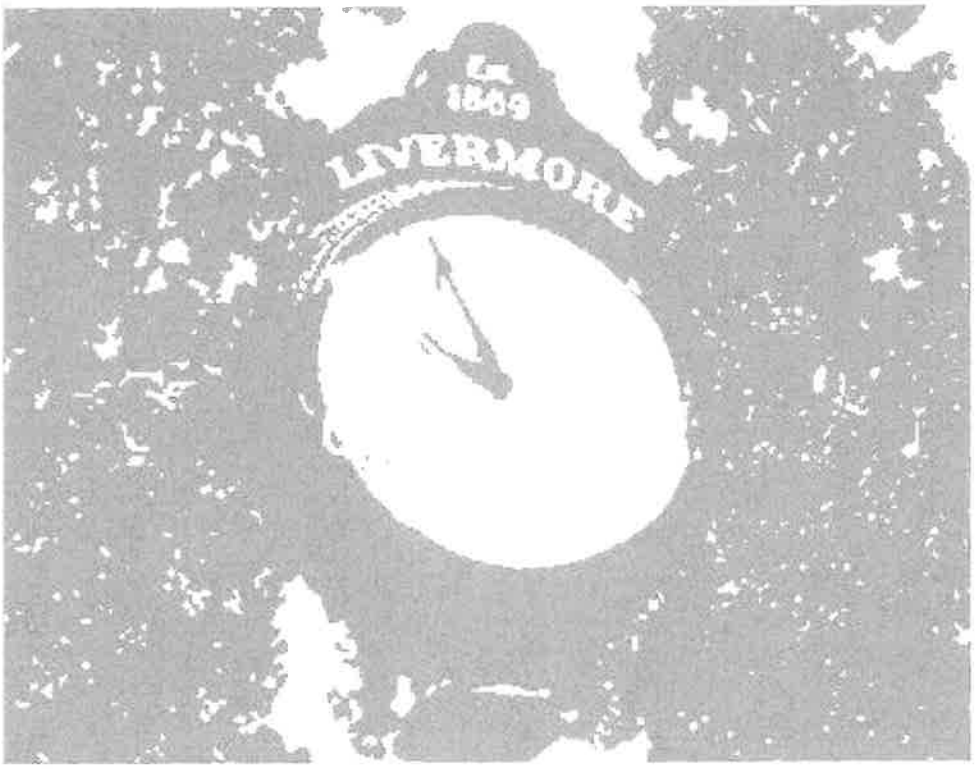
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Graphic Identity Guidelines: An Introduction



I am pleased to present the City of Livermore's Graphic Identity Guidelines. The City endeavors to build a clear and consistent visual identity, which strengthens our public image. A critical part of that image is our graphic identity – the way we present our name, our "look," our own "personality" as an organization – this is the first thing most people see when they visit a City building, see our vehicles, read our correspondence, flip through our publications, and view our website. It is often the one thing they remember.

The Guidelines provide direction for applying the City's graphic identity to all City communications. Some examples are in the following types of products: print materials, templates for electronic documents, electronic presentations, brochures, photo imagery, and employee identification. The Guidelines will expand to include areas currently in progress such as uniforms, the City's fleet, signage, website and more.

The process of creating a City identity, developing the printed material and adopting standards has been thoughtful, inclusive and comprehensive. The City Council adopted a Marketing Communications Strategic Plan in 2004 to help the City attract businesses and create jobs in order to strengthen Livermore's local economy. As part of the Strategic Plan, consultant, J. Stokes & Associates, recommended developing a new identity system, or "brand," to produce a unified look for all City departments and programs. With the advent of the new identity and the arrival of Livermore's Downtown Revitalization, we are in a unique position to capitalize on these marketing opportunities.

The City Council-approved identity system includes the following:

- A commitment to unify the look for all City departments, programs and advisory bodies
- One official design for all City letterhead, business cards, brochures and collateral material
- A system of consistent design typography for all departments applied on uniforms, vehicles and all communications, newsletters, etc.
- A signage program for Downtown Livermore, and for City entryway monuments
- Enhanced website design that embraces the elements of our new identity



Putting The Graphic Identity Guidelines To Use

The Graphic Identity Guidelines can be accessed from the City's Intranet: http://ch-web/livermoreintranet/index.asp

Another alternative for accessing the guidelines is from the City's L: Drive, under Communications.

The Guidelines provide an overview of the elements in our identity system as well as guidelines, examples and tips to help you use this system in all of your communications, whether in print or electronically, on products, uniforms, signs, etc. Every time you use Livermore's new identity, you help us build recognition and enhance our image to the people we serve.

If you have questions about usage that is not covered in the manual, please contact your department Communications Team representative listed to the right.

Sincerely,
Linda Barton
City Manager



City Attorney	Liz Welsch	960-4151
City Clerk	Alice Calvert	960-4210
City Manager	Maryann Lobo	960-4040
Community Development	Kelley Halverson	960-4402
Economic Development	Clarice Douglas	960-4141
Finance	Pam Dias	960-4305
Human Resources	Linda Firebaugh	960-4112
Library	Susan Gallinger	373-5510
Police	Christine Campbell	371-4710
Public Works	Aileen Vicencio	960-8034
Coordinators	Ellyn Axelrod	960-4043
	Chris Davidson	960-4143
Information Technology	Kevin Le	960-4074



Introducing the Logo & Tagline

Logo

LIVERMORE
CALIFORNIA

The logo is comprised of these three parts

To market our communications strategy effectively, we need to define and express Livermore's core values – a rich history rooted in Western Heritage, a connection to the land through Viticulture and Open Space preservation, an educated and forward-thinking community exemplified by Science and Technology, and a sharing of the human spirit through Arts and Culture – clearly and consistently in all communications. By doing so, Livermore will benefit from a strong brand identity.

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

Logo with Tagline

LIVERMORE
CALIFORNIA

Logo (above)

Tagline (below)

THERE'S MORE HERE

The logo is often used with the supporting tagline "THERE'S MORE HERE" in capital letters as shown above. The tagline acts as a marketing message and should be used appropriately and discriminately when that message is indicated.

This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City. For consistency, the tagline should never be changed to a different message.

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Logo in Color

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

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

The color logo should be featured on a white background whenever possible to promote readability.

This uncluttered look contributes to the specialness of the logo. Do not place the logo on any solid colors, backgrounds or photography.

LIVERMORE
CALIFORNIA

Blue:
PANTONE: 100% PVS 5275U
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue

Green:
PANTONE: 100% PVS 5845U
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue

Logo in Black & White

When color is not available, a black and white version of the logo may be used. The only tint of black is the leaf. All other elements are solid black. Do not alter the tint of black.

These guidelines also apply to the logo with the tagline.

LIVERMORE
CALIFORNIA

Black:
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue

Gray:
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue

Minimum Size for the Logo

Size matters and using the logo too small compromises its integrity. The guidelines for using the logo at its smallest permissible size are shown to the right in color and black & white.



Logo should not be used any smaller than 1-1/2" in width as shown above in color



Logo should not be used any smaller than 1-1/2" in width as shown above in black & white

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Using the Logo with the Tagline

Maintain the type font, size and spacing between the logo and tagline as shown to the right. These elements should not be altered in any way.

The logo and tagline should only be used in the color families shown on the previous page. The tagline appears in the same blue as the other words in the logo. In a black & white application, "THERE'S MORE HERE" is solid black.

LIVERMORE
CALIFORNIA
THERE'S MORE HERE

Color application of the logo with tagline

LIVERMORE
CALIFORNIA
THERE'S MORE HERE

Black & white application of the logo with tagline

Minimum Size for the Logo and Tagline

The guidelines for using the logo at its smallest permissible size are shown to the right in color and black & white.



The logo with tagline should not be used any smaller than as shown above in color and below in black & white



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Minimum Clearspace Around the Logo

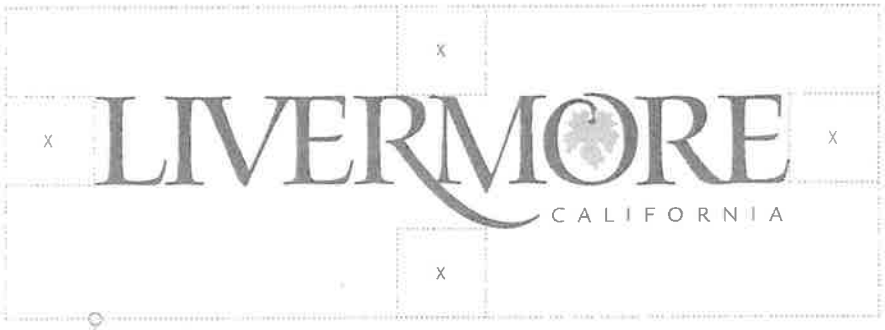
Protective Area Around the Logo

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

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." The clearspace around the logo and logo with the tagline is indicated below.



The height of the letter "L" determines the clearspace as shown below



Minimum clearspace around logo



Minimum clearspace around logo with tagline



Supporting the Logo with Typography

The logo is used with two font families: Goudy, a serif font and ITC Legacy Sans, a sans-serif font family. These fonts support the overall identity and no other font families should be substituted. When using Goudy, do not use an italicized or bolded version. There are many options available to use in the ITC Legacy Sans family as shown below, depending on the tone of the message. Both font families may be used on the same piece of communication.

AbBbCcDdEeFfGgHhIiJj
KkLlMmNnOoPpQqRrSsTt

Goudy (do not use any other weight than shown above)

AbBbCcDdEeFfGgHhIiJj
KkLlMmNnOoPpQqRrSsTt

ITC Legacy Sans Book

AbBbCcDdEeFfGgHhIiJj
KkLlMmNnOoPpQqRrSsTt

ITC Legacy Sans Book Italic

AbBbCcDdEeFfGgHhIiJj
KkLlMmNnOoPpQqRrSsTt

ITC Legacy Sans Medium

AbBbCcDdEeFfGgHhIiJj
KkLlMmNnOoPpQqRrSsTt

ITC Legacy Sans Medium Italic

AbBbCcDdEeFfGgHhIiJj
KkLlMmNnOoPpQqRrSsTt

ITC Legacy Sans Bold



Supporting Color Palette

Additional Color Palettes

The logo is built of blue and green colors as outlined on the logo page. Do not change the logo colors. Depending on the application and tone of communication, different colors may be used to support the logo. Substituting other colors than the ones shown on this page compromises the strength of the logo and should not be used.

The permissible colors are shown here.

Primary Color Palette

PMS 5275U

PMS 5845U

Secondary Color Palette

PMS 5625U

PMS 5565U

PMS 5415U

PMS 2715U

PMS 167U

PMS 145U

PMS 130U

Tertiary Color Palette

PMS 384U

PMS 646U

PMS 2715U

PMS 7427U

PMS 7413U

PMS 7402U

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Incorrect Uses of the Logo

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



Do not alter the spatial relationship between the logo and the tagline and/or change the font, spacing, size or message of the tagline



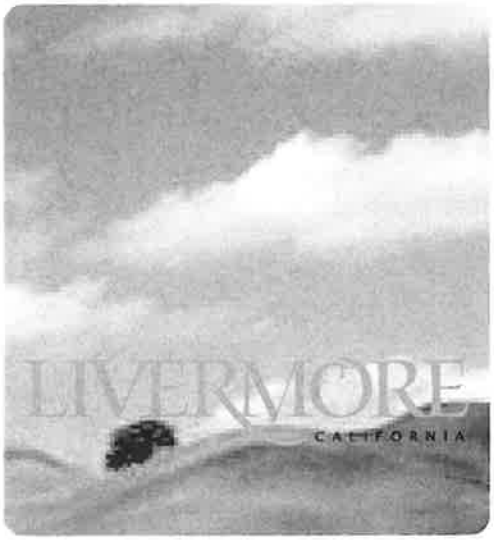
Do not reverse the logo and/or place it on a pattern



Do not place the logo on a background without contrast and/or change any element of the logo to work on the background



Do not alter the color, spacing or type font of the logo



Do not place the logo on an image and/or change any part of the logo



Do not use the logo any smaller than 1-1/2" wide and/or add any other type to the logo and/or change any fonts





Do not add any special effects to any parts of the logo



Using the Image Library

An Image Library is currently being developed for the City of Livermore. It is our hope that upon completion of the initial phase we will have approximately 24 photographic images that reflect the uniqueness of Livermore and its core values. These proprietary images will also belong exclusively to the City. You will be notified as these images become available for use.

Currently, we have four digital photo images that have been approved for use by the City. They visually represent the four core values of – a rich history rooted in Western Heritage, a connection to the land through Viticulture and Open Space preservation, an educated and forward-thinking community exemplified by Science and Technology, and a sharing of the human spirit through Arts and Culture.

Samples are shown below. Use of these images is limited at this time, and the Communications Team should be contacted for more information on usage.











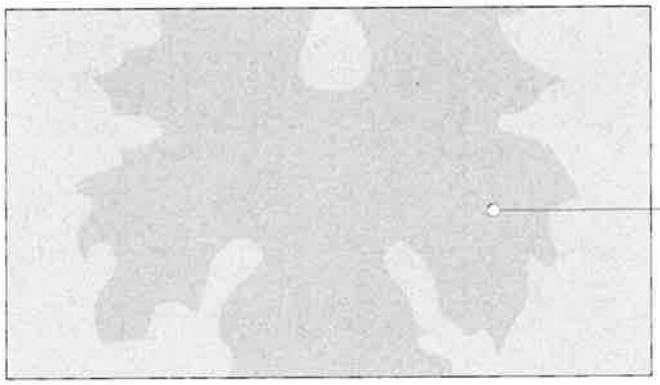
Business Cards

The two-sided business card is usually the first printed ambassador of the City of Livermore. The front side of the card features personal information and the back reinforces the palette and graphic visual of the new logo. The card examples are shown at actual size.

Do not change any font style, size, leading or color. The formatting is consistent on all cards. Do not reproduce business cards without consulting the Control Group who will provide printing direction.



Business card front



Business card back



Specific Letterheads

The City of Livermore has seven different departments which require separate letterheads. Each has its own division, address, telephone, fax and TDD numbers. The divisions are as follows: Livermore Municipal Airport, City Hall, Golf Division, Livermore Public Library, Police Department, Public Works Department, Water Resources Division. Select the appropriate letterhead for respective business and departments.

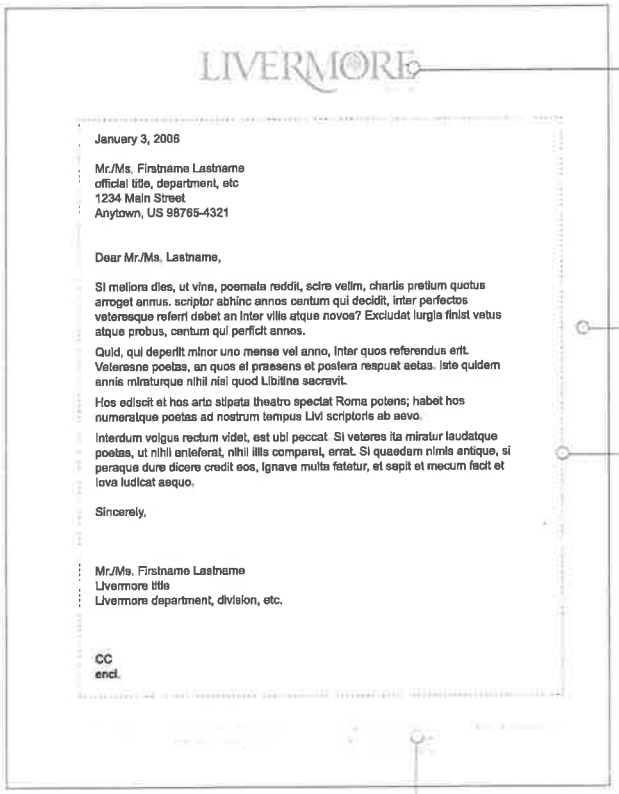
The letterhead will be provided as a preprinted template in color, shown to the right here. It will feature the logo at the top of the page and contact information at the bottom and a tint of the leaf.

A Word template is provided with embedded fonts, leading and layout. The only area that may be altered is the letter template.

Do not change any font style, size, line width or leading on the letter template.

Do not reproduce any letterhead or create a new version without consulting the Control Group who will provide printing direction.

An example of this color letterhead with a generic letter is shown here.



Letterhead

Logo

Watermark leaf is consistent with other business papers, forms and stationery

The area within the dashed lines is the only area on the letterhead which can be modified. The letter template provides all necessary specifications. The letter is formatted flush left in 12 point Arial and a 15 point leading. The letter template should not be modified with any different colors, fonts, sizing, spacing or leading

Select the appropriate letterhead which features division name, location and contact information for a specific department



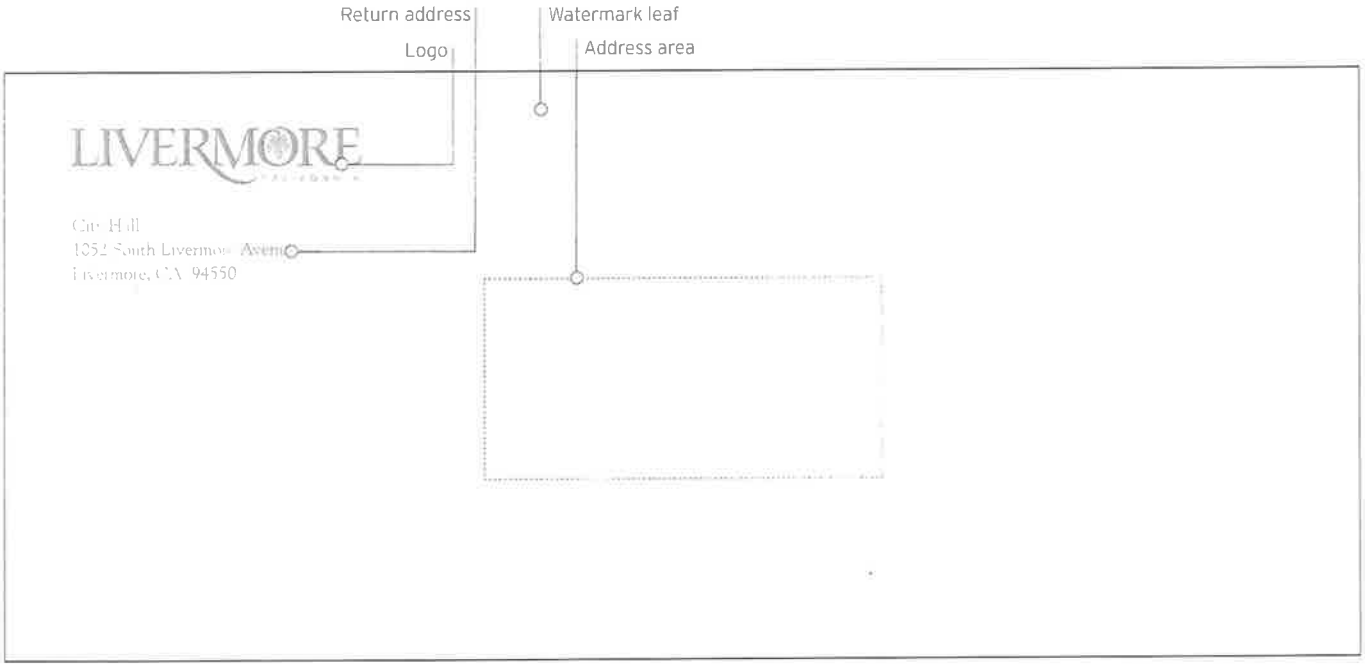
Business Envelope

Seven different business envelopes are available. Each has its own division and address as noted on page 13. Select the appropriate envelope for respective business and departments.

All elements are pre-printed and appear on the front of the envelope. The area for typing or handwriting the address is indicated with a dashed line.

All other areas should not be changed.

A reduced example of the envelope is shown below.



#10 Envelope front
(back is blank)



Business Papers:
Mailing Label

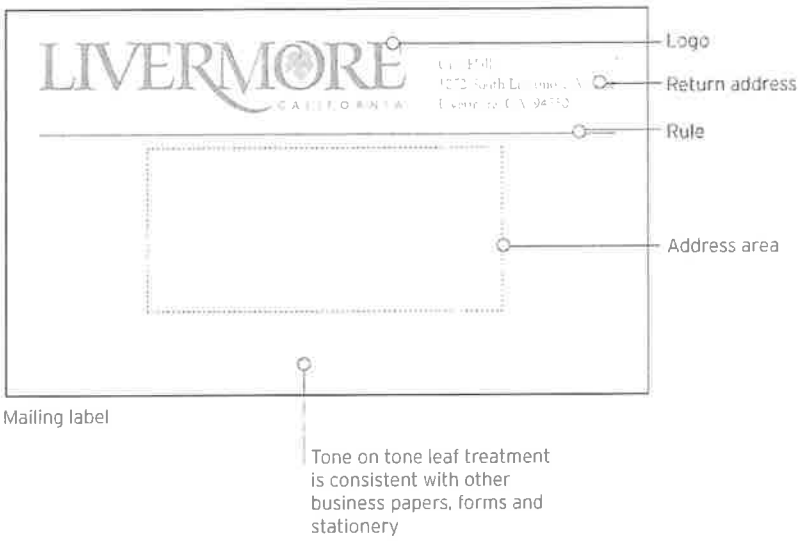
Mailing Label

Seven different mailing labels are available. Each has its own division and address as noted on page 13. Select the appropriate label for respective business and departments.

All elements are pre-printed and appear on the front of the label. The area for typing or handwriting the address is indicated with a dashed line.

All other areas should not be changed.

A reduced example of the label is shown below.





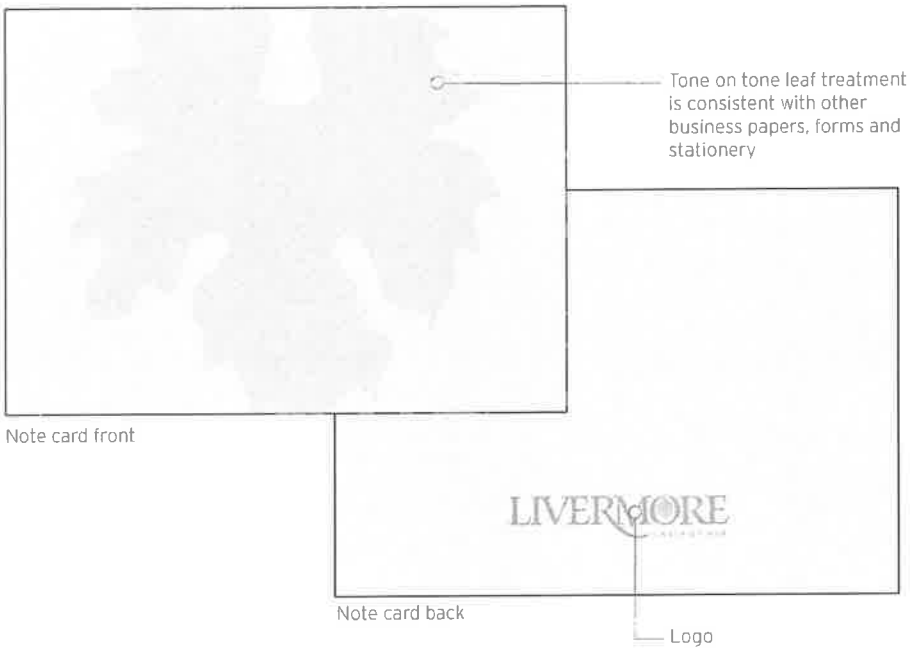
Note Card & Envelope

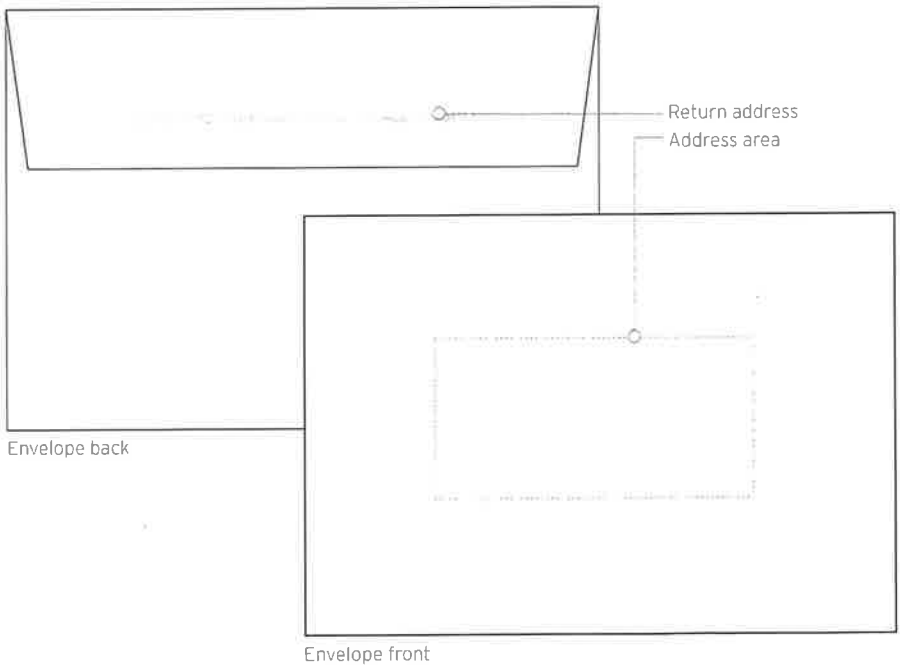
On special occasions when business stationery is not appropriate, a note card with matching envelope may be indicated. The note card is preprinted and the only area for personal communication is on the inside, which is blank. The note card could act as a simple holder, slip sheeted with vellum for an announcement or invitation used as a personal piece of correspondence written in longhand.

The envelope is preprinted in color with the return address on the back flap. Seven different envelopes are available. Each has its own division and address as noted on page 13. Select the appropriate envelope for respective business and departments.

The address can be typed or handwritten. The address area is indicated with a dashed line on the envelope front.

Examples of both the fronts and backs of the note card and envelope are shown on this page at a reduced size.







Internal Communications

Standardized forms are integral to communicating well within a complex organization like the City of Livermore.

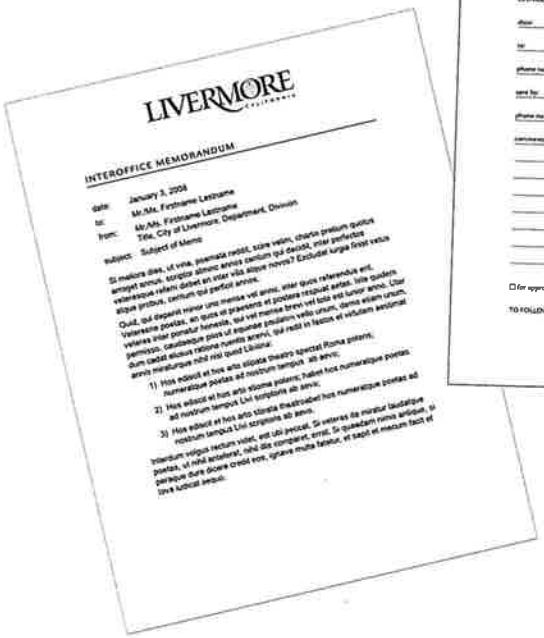
These various forms are designed with the same logo, style and typography as advertising, business papers and signage.

This holistic approach unifies the overall identity and helps energize those who use it internally and see it externally.

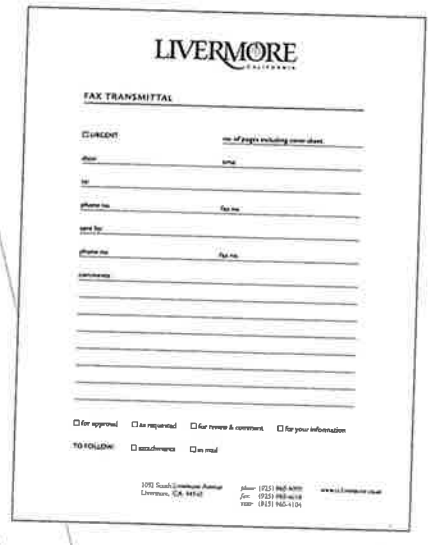
In an effort to offer user-friendly forms that are consistent with other elements of the identity, templates have been established.

Only the "live" area of a form that is available for writing will be unlocked. All other type on the form will be locked in Word to prevent modifications and maintain uniformity.

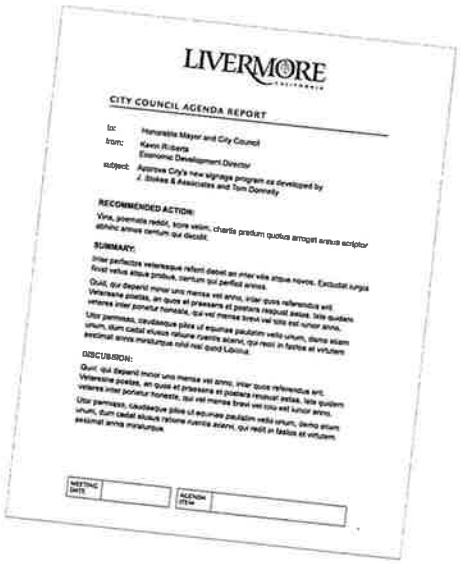
All forms print in black & white. Several available forms are shown at a reduced size below. Many more forms are available.



Memo



Fax transmittal



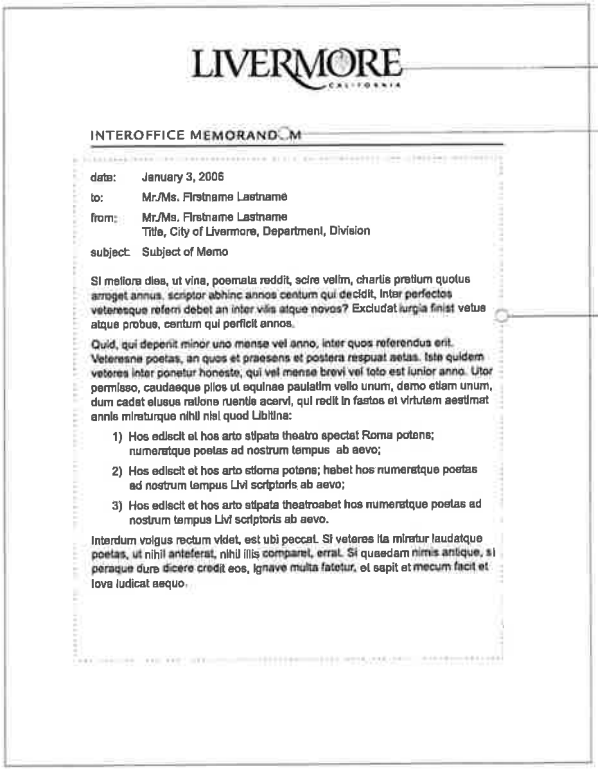
Agenda report

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A Detailed Look at Forms

An Interoffice Memorandum form is shown at a reduced size on this page. The user may fill in copy using the provided template. The available space is indicated with the dashed line. This copy space is the only item that may be modified on this pre-printed forms. The logo, form name, rule and address is saved as art and locked to prevent modification.



Memo

Logo
(provided as art on template)

Form name with rule
(provided as art on template)

Area within the dashed line is the only area in which to type. The letter template and fonts are provided in Word. The letter is formatted flush left in 12 point Arial and a 15 point leading and should not be modified in any way.

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Desktop Brochure:
Outside

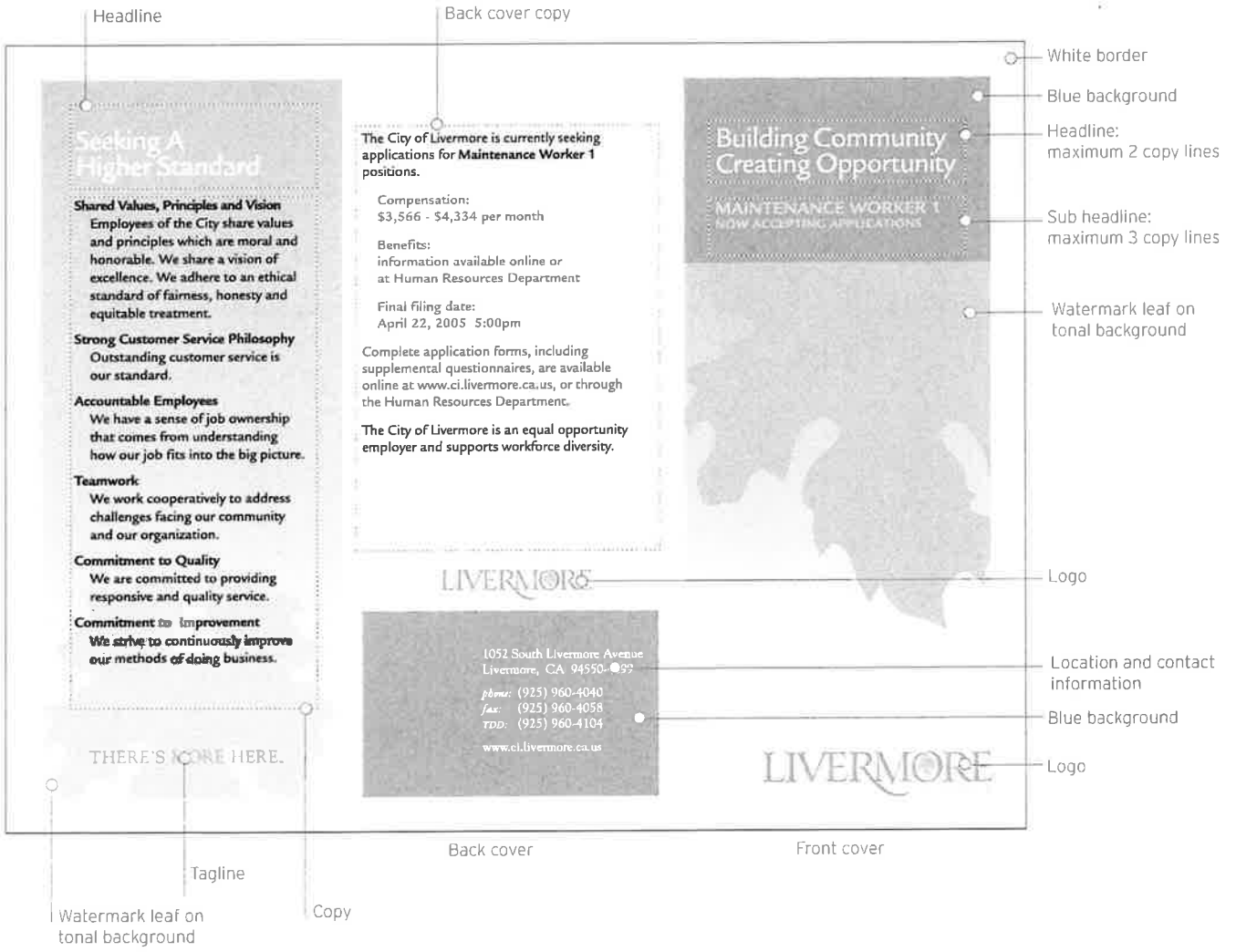
Communicating with the Brochure

The brochure embodies all the style elements of the identity: logo, tagline, watermark leaf, color palette, typography and photographic images. The success of this document depends on following the guidelines as closely as possible.

The folded size of the brochure is 3-11/16" x 8-1/2". It may be used as a hand-out or mailed in the #10 envelope. This piece is designed to be produced easily as an internal document. Therefore, every part of the brochure template is locked except the copy areas. They are marked with a dashed box.

Too much copy will compromise the impact of the piece. Do not use more copy than shown in any specific text area.

A detailed layout of the outside of the brochure is shown at a reduced size below. Specifications for the inside of the brochure are shown on the following page.



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Desktop Brochure:
Inside

Additional Specifications

The template for the inside of the brochure is designed in the same way as the outside. The only areas that may be modified are the copy blocks highlighted with a dashed box.



LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Hearing to consider a request for Site Plan Design Review and Vesting Tentative Tract Map to develop the northwest corner of North Canyons Parkway and Triad Place. The development consists of three-story condominium buildings with 112 total units, including 22 units affordable to median and moderate-income levels, and 12 accessible units. The applicant has submitted for a density bonus under Government Code section 65915.

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council:

1. Adopt a resolution finding that the project is exempt from CEQA under CEQA Guidelines Sections 15182 (c) and 15183; and
2. Adopt a resolution approving Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005, together with the requested Density Bonus incentive/concession, subject to the attached Conditions of Approval.

SUMMARY

The project is located within the Isabel Neighborhood Specific Plan (Specific Plan). The Specific Plan facilitates development of a complete neighborhood with a mix of uses that is walkable, bikeable, and served by transit. The City Council re-adopted the Specific Plan and its Supplemental Environmental Impact Report in November 2020. The proposed project would be the first new development within the Specific Plan. The project applicant, DeNova Homes, proposes 112 attached condominium units with associated open space, landscaping, and parking improvements at the northwest corner of North Canyons Parkway and Triad Place.

The project is consistent with the General Plan Land Use, Housing, Community Character, and Climate Change elements and will help Livermore meet its future Regional Housing Needs Assessment (RHNA). It implements Specific Plan policy, is consistent with all required development standards, and conforms to all required design standards and guidelines. The use and density are consistent and compatible with surrounding properties and the Livermore Municipal Airport. The project site is of a size and shape that

can accommodate the use, and the project will be adequately served by all necessary utilities and services. The project conforms with the provisions of the CA Housing Crisis Act (SB 330) and state density bonus law and is exempt from further California Environmental Quality Act review.

DISCUSSION

BACKGROUND

In November 2020, the City Council re-adopted the Isabel Neighborhood Specific Plan (Specific Plan). The Specific Plan covers approximately 1,138 acres in the northwest part of the city surrounding the Isabel Avenue interchange and regulates land use in this area (see Attachment 9 – land use plan). The Specific Plan contemplates future land uses and public improvements in the Isabel Neighborhood to create a complete and vibrant neighborhood with a mix of housing, businesses, and community uses. The Isabel Neighborhood will address citywide goals by providing more transportation options, housing choices, and supporting economic vitality. Residents and workers will have access to regional transit (future Valley Link station at Isabel and I-580) and local transit, a variety of amenities, and basic services for meeting daily needs, such as a grocery store and restaurants. The Specific Plan is intended to streamline the city's development review process in accordance with the desired type and character of development.

The Specific Plan proposes development of a complete transit-oriented neighborhood that includes approximately 4,095 new attached single-family and multi-family housing units, approximately 1,000 of which will be affordable housing units. In addition, the Specific Plan includes approximately 1.97 million square feet of new office, business park, and commercial development (including a neighborhood commercial center), three new neighborhood parks, pedestrian and bicycle facilities, and infrastructure improvements. A link to the Specific Plan and EIR is provided in Attachments 7 and 8.

PROJECT DESCRIPTION AND CONTEXT

The applicant would develop the vacant, approximately five-acre parcel at the northwest corner of North Canyons Parkway and Triad Place (formerly Comcast Drive). The parcel is situated in a large office park environment and bounded by street rights-of-way, a private access drive, and a parking lot. All surrounding parcels are located within the Specific Plan area. The project includes 112 condominium units that range from approximately 1,000 to 1,800 square feet in size, with 22 of the units reserved for individuals and families with median and moderate-income levels and 12 designated as accessible. Some of the units are one-story of living space over a garage, also called stacked flats, and other units are two-stories of living space over a garage, which is a more traditional townhome. Each condominium building would be three stories tall.

Project open space includes a 0.2-acre central park, private balconies and porches, and an approximately 2,600 square foot dog park. Resident parking would be accommodated in each unit's garage while guest parking would be provided in an onsite surface lot. Public improvements include a bus stop with shelter on North Canyons Parkway, a new bike lane, and new curb cuts and driveways. See Attachment 3 for the development plans.

STAFF ANALYSIS

The information presented below is a summary analysis of the project. For more detailed information

regarding each topic, please refer to the Planning Commission staff report, dated April 5, 2022 (Attachment 1).

General Plan

The project site has a General Plan land use designation of Isabel Neighborhood. The Isabel Neighborhood seeks to create a safe, vibrant, complete neighborhood; and support transit ridership and citywide goals for increased transportation options and housing choices [Livermore General Plan Land Use Element, p. 3-23]. The proposal to develop the project site with residential uses is consistent with the land use designation and implements the General Plan goals for the Isabel Neighborhood by providing a mix of unit types and sizes served by transit and connected to the pedestrian network.

The project supports policies established in the Land Use, Housing, Community Character, and Climate Change elements by redeveloping an infill site near transit with market rate and affordable units near jobs and educational opportunities (e.g., Las Positas College).

The 2015-2022 Housing element did not include the project site in its sites inventory, and no site development was anticipated for Livermore's 2015-2023 Regional Housing Needs Assessment (RHNA) period. Therefore, the project's proposed unit count is above that required by the State's RHNA process and, as such, a 'no net loss' review is not required under Government Code Section 65863. The units, however, would count towards Livermore's 2023-2031 RHNA allocation of 4,570 units if the building permits are issued no earlier than 2023.

Isabel Neighborhood Specific Plan

The project site is located in the Transition area of Subarea 2c within the Specific Plan, which establishes the site's zoning. The project proposes condominium-style multifamily residential units, consistent with the uses allowed in the Transition residential area. The Specific Plan establishes minimum, maximum, and target residential densities in each subarea in order to appropriately manage growth and ensure adequate housing supply. The target density is generally the midpoint between the minimum and maximum densities of the subarea and facilitates higher densities, in support of Specific Plan Transit Oriented Development policy.

The Transition subarea is applied to Specific Plan peripheries and allows for the lowest intensity of development to ensure compatibility with existing land uses. Accordingly, its density range for the parcel is 15 to 25 dwelling units per acre, with a target of 20. The project's site density of 22.7 units per acre is within the Specific Plan's density requirements and exceeds the target density.

Livermore Municipal Airport

The Livermore Municipal Airport is located approximately ¾ of a mile southwest of the project site. In order to protect the airport's operations and to ensure safety and compatibility of surrounding uses, the County established the Livermore Airport Land Use Compatibility Plan (Compatibility Plan). The Compatibility Plan applies to all properties within the Airport Influence Area, which generally extends from Santa Rita Road to North Livermore Avenue, and from Stanley Boulevard to north of the City Boundary.

A majority of the Isabel Neighborhood is located within the Influence Area, including the project site.

During its adoption, the Specific Plan was found to be consistent with the Compatibility Plan with respect to building heights, uses, and noise levels. Given that the project is within the allowed density, use, and height requirements of the Specific Plan, it is also consistent with the Compatibility Plan. The project would be conditioned to provide avigation easements and buyer notifications to inform future residents they are living near an airport and will experience aircraft noise, as required by the Specific Plan and Compatibility Plan.

Subdivision – Vesting Tentative Tract Map 8609

Lot Size and Circulation

The proposed Vesting Tentative tract Map (Map) will subdivide the existing approximately five-acre vacant parcel into 22 lots (Attachment 3, Sheet TM 1.0). The existing street network, including North Canyons Parkway and Triad Place, will serve the new parcels. Access would be provided from a new driveway along Triad Place and a new driveway along the common access lane to the west of the parcel, with dimensions conforming to city standards. Pedestrian sidewalks and crosswalks would be provided throughout the development, would connect to the project's common areas and the public right-of-way, and would be Americans with Disabilities Act (ADA) compliant, allowing for adequate site ingress and egress.

Traffic

In response to California Senate Bill 743, the Governor's Office of Planning and Research (OPR) updated the California Environmental Quality Act (CEQA) guidelines to prohibit the use of delay-based metrics (LOS - Level of Service) and instead use vehicle miles traveled (VMT) as the basis for analyzing CEQA traffic impacts. The Specific Plan Supplemental EIR found Specific Plan buildout would not result in significant VMT impacts. Given that the project is within the density ranges contemplated by the EIR, no significant VMT impacts would result from the project. However, LOS-based methodology was also included in the EIR for significance determination. The project is consistent with the densities identified in the Specific Plan's Supplemental EIR, for this reason, no impacts to LOS beyond those identified in the EIR would occur.

Alternative Transportation

The project proposes a Class IV bike lane (bike lane separated by physical barrier) across the project frontage on North Canyons Parkway, in conformance with Specific Plan requirements (Attachment 3, Sheet TM 3.0). In order to promote design consistency across the Isabel Neighborhood, the bike lane's design will be finalized prior to improvement plan approval.

The Specific Plan requires coordination with the Livermore Amador Valley Transit Authority (LAVTA), which provides transit service in Livermore and throughout the Tri-Valley, to alter or add bus routes in the Plan Area. The project proposes to revise the existing bus stop turnout to include a bus pad and new shelter (Attachment 3, Sheet TM 3.2). The applicant and staff coordinated with LAVTA, which approves of the bus stop redesign and will reactivate the bus stop on the 30R line that travels across Livermore and to Pleasanton and Dublin, consistent with the Specific Plan. With the redesign, future project residents will have improved access to bus transit service and to the future Valley Link commuter rail and Dublin/ Pleasanton BART station.

Parking

The project proposes parking within each unit's attached garage and a guest parking area on the western end of the project site. Three electric vehicle charging stations are proposed and each resident garage is EV Ready. Two accessible spaces will be provided, in conformance with Americans with Disabilities Act (ADA) requirements. One bike parking space would be provided in each resident garage. The proposed parking plan conforms to all the Specific Plan's minimum and maximum parking standards.

Utilities, Services, and Infrastructure

The Specific Plan EIR found that at Specific Plan buildout, the city's existing utility and service systems would have adequate capacity to serve all new development in the Isabel Neighborhood. The project density is within the range contemplated by the Specific Plan, for this reason, existing utility and service systems will have sufficient capacity to serve the project.

Site Plan Design Review

Development Standards

The Isabel Neighborhood Specific Plan establishes residential development standards that regulate height, setbacks, and bulk. The project proposes three story buildings that are approximately 36 feet tall, in conformance with the Specific Plan. Further, the project height conforms to all Scenic Corridor Policy requirements, which establish additional height restrictions in the area to maintain views of nearby hillsides. Setbacks range from 20-35 feet from surrounding street frontages, exceeding Specific Plan requirements. The project complies with all development standards for the Specific Plan's Transition area, with the exception of the Density Bonus incentive/concession, as described in the Housing and Affordability section of this report.

Open Space

The Specific Plan contains goals, policies, and development standards that require the provision of residential open spaces to enhance the quality of life and aesthetics of the plan area. The project would provide approximately 76 square feet of common open space per unit and 93 square feet of private open space per unit, exceeding Specific Plan requirements. Private open space would be provided within each unit's deck or porch area and common open space would be provided in the central park and dog park areas onsite.

Compatibility, Massing, and Siting

The project proposes three unique building types: back-to-back townhomes, row townhomes, and stacked flats. Each building type will be three stories in height, substantially similar to the heights of surrounding office buildings.

As adopted by the City Council, the Specific Plan and the citywide Design Standards and Guidelines contain design requirements for new development. The project conforms to all applicable design standards and guidelines. Specifically, the project's units are individualized, differentiated through

architectural elements like roof forms or wall planes, and are broken into smaller subparts not exceeding 50 feet. These elements work to create varied and human-scale architecture. All buildings are orientated towards the street and in scale with surrounding open space, as required.

Architecture

The Specific Plan permits contemporary designs and building materials, due to proximity to surrounding office and industrial uses. The project proposes a detailed contemporary architectural style. Key elements in contemporary design include unconventional volumes, asymmetry, and large windows, all of which are represented in the proposed architecture. Building colors are varied and compatible with the architectural style.

Landscape and Tree Preservation

The project is consistent with Specific Plan and the citywide Design Standards and Guidelines related to trees, shrubs, and groundcovers. Project street frontages include double rows of trees planted in engineered soil to create sidewalk shading and building screening. The City's Tree Preservation Ordinance seeks to enhance Livermore's urban forest by preserving or replacing existing protected trees throughout the City. The applicant proposes to replace 65 existing protected trees with 147 new trees, exceeding Tree Preservation Ordinance requirements (Attachment 3, Sheet L-8). The project is also conditioned to comply with the City's Water Efficient Landscape Ordinance (WELO) in order to conserve water, avoid invasive species, and ensure irrigation efficiency.

Housing and Affordability

Affordability

In support of the City Council's priority to increase and expand affordable housing opportunities, the Specific Plan contains affordability requirements for all new development. Each new for-sale project in the Isabel Neighborhood is required to allocate 15 percent of the units to individuals or families of moderate-income levels and an additional five percent of units to those with median-income levels. An Alameda County median income for a family of four is approximately $125,000 while a moderate income for a family of four is approximately $150,000. The project proposes 112 total for sale units. Of this total, 16 units will be reserved for those with a moderate income and 6 will be reserved for those with a median income, in conformance with Specific Plan requirements.

Housing Crisis Act

The Housing Crisis Act (SB 330) became California law on January 1, 2020, and made numerous changes to the procedures for processing, reviewing, and approving housing development projects during the statewide housing emergency, which ends on January 1, 2030. Specifically, the new law:

- Created an optional "preliminary application" process for housing developers that freezes development standards and fees as of the submittal date;
- Amended the Permit Streamlining Act to clarify the timeframe and procedures for determining whether a development application is complete;
- Added provisions to the Housing Accountability Act to ensure only objective standards are used to deny or reduce the density of a housing development project;

- Limited the number of hearings that may be held on a housing development project to five; and
- Limits actions to reduce residential development capacity or implement growth control measures and imposes replacement housing and relocation requirements for projects that demolish residential units.

The applicant submitted for relief under the Housing Crisis Act by submitting a preliminary application in May 2021 (Attachment 5). Therefore, all development standards and fees applying to the project were vested at that date. In addition, given that the Specific Plan was re-adopted after January 1, 2020, all subjective design standards within the plan could not be used to evaluate the project. However, the Specific Plan references the citywide Design Standards and Guidelines, which were adopted prior to January 1, 2020. Therefore, subjective standards from the adopted 2004 citywide Design Standards and Guidelines were still used during project review. The project review has taken place within the timelines and quantity of hearings specified in the law. No residential demolition nor growth control is part of this project, and the city has suspended its Housing Implementation Program (HIP), which generally limited the annual number of units constructed. For these reasons, the project review process and the review standards used are consistent with the provisions of the Housing Crisis Act.

Density Bonus

The State of California encourages the production of affordable housing through its Density Bonus statute [California Government Code Section 65915-65918]. These provisions allow for increased project densities and developer incentives for development projects that provide a certain percentage of affordable units. For projects that reserve at least 20 percent of the total units for individuals and families with moderate income, the developer receives up to two incentives/ concessions that may waive certain development standards of the underlying zoning district, like setbacks or lot coverage.

The applicant is not seeking an increase in the allowed density, given that the project complies with the density allowed by the Specific Plan. However, the applicant is seeking one developer incentive to waive the requirements of the Specific Plan's interior setback requirement. The requested incentive would allow for zero setback along all interior lot lines. The incentive would facilitate the building forms and densities contemplated by the Specific Plan. The Specific Plan's current interior setback standards prevent certain types of townhome and condominium-style developments. Subsequent to this project, staff intends to return to Planning Commission and City Council with a Specific Plan amendment to clarify the side/rear setback standard to ensure higher density condominium and townhome development is not precluded within the Plan Area.

Given that none of the Density Bonus' required findings can be made to deny the concession request, the City is required to grant the requested setback incentive to the project applicant. Staff supports the proposed setback incentive given that it supports Specific Plan policy of providing dense, attached development and does not constitute an adverse impact on the public health and safety nor the environment.

<u>Sustainability</u>

In support of the City's General Plan, Climate Action Plan, and Specific Plan, the proposed project will incorporate sustainability measures into its construction and operations. For example, the project utilities will be all electric (i,e., no gas lines to the units) and proposes rooftop photovoltaic arrays that would provide electricity for each unit without local emissions. Garages will be EV charger ready (providing the

necessary wiring and power) with three electric vehicle charging stations located onsite. Garages will also have sufficient space to accommodate trash, organic, and recycling bins, encouraging composting and recycling activities for all residents. All onsite fixtures would be water and energy efficient, and the east-west orientation of many units will take advantage of passive heating and cooling opportunities. The project will also efficiently use and treat water onsite. Recycled water will be used for all irrigation and all plants will be medium or low water users. In addition, many species will be natives and pollinators, which are well suited to Livermore's climate. Finally, the project is an infill development located directly adjacent to the LAVTA 30R line, which serves the West Dublin/Pleasanton BART station. In addition, the project is located near existing job centers, and the future Valley Link station.

Planning Commission

The Planning Commission held a public hearing on April 5, 2022, to review the project and voted unanimously to recommend finding the project is exempt under the California Environmental Quality Act and approve the project. The Planning Commission also added three conditions of approval in order to protect the health, safety, and welfare, as follows:

1. All project appliances shall be electric, as set forth in the 2018 Isabel Neighborhood Specific Plan Environmental Impact Report Mitigation, Monitoring, and Reporting Program.
2. Prior to Building Permit issuance, applicant shall work with staff to provide a reasonable number of on-site guest bicycle parking spaces.
3. All fencing constructed on top of the retaining wall located along the northern property line shall be permeable, allowing for views through the fence line.

Staff supports the proposed Planning Commission conditions, and they are incorporated by reference into the conditions of approval (Attachment 4). Prior to the meeting, staff received one comment in support of the project (Attachment 10). There were no additional comments at the meeting. The draft meeting minutes (Attachment 2) include the summarized testimony and discussion.

ENVIRONMENTAL DETERMINATION

The project is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15182 (c), which exempts residential projects that implement a Specific Plan, and 15183, which exempts projects consistent with a community plan, general plan or zoning, as described in the environmental resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no significant fiscal or administrative impacts associated with the project. Staff time allocated to land use entitlement review is offset by required entitlement application fees. The incremental increase in water, sewer, and stormwater demand will be offset by required impact fees and utility connection fees.

All new onsite streets, stormwater retention areas, parks, and landscaping will be privately maintained by the project's Homeowners' Association (HOA). As is city practice, onsite water and sewer lines would be maintained by the city, with such costs defrayed by user fees.

The project will be annexed into the citywide maintenance Community Facilities District (CFD), as allowed by the CA Mello-Roos Act, that will cover offsite public improvement maintenance costs. Offsite improvements include frontage improvements like the new Class IV bike lane and a new bus pad with shelter.

ATTACHMENTS

1. Planning Commission Report
2. Draft Planning Commission Meeting Minutes
3. Development Plans
4. Conditions of Approval
5. Preliminary Application
6. Density Bonus Incentive Request
7. Specific Plan Link
8. Specific Plan EIR Link
9. INSP Land Plan
10. Public Comment
11. Resolution - CEQA
12. Exhibit A - Planning Commission Resolution 03-22
13. Resolution - Project
14. Exhibit A - Planning Commission Resolution 04-22
15. Exhibit B - Conditions of Approval

Prepared by: Jake Potter
Associate Planner

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

PLANNING COMMISSION STAFF REPORT **ITEM NO. 5.1**

DATE: April 5, 2022

TO: Chairperson and Members of the Planning Commission

FROM: Steve Stewart, Planning Manager

SUBJECT: Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005 for 112 Triad Condominiums at the northwest corner of North Canyons Parkway and Triad Place

RECOMMENDED ACTION

Staff recommends the Planning Commission adopt resolutions recommending the City Council find that that the project is exempt from CEQA under CEQA Guidelines Section 15182 (c), and approve Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005, together with the requested Density Bonus incentive/concession, subject to the attached Conditions of Approval.

The Planning Commission's action is a recommendation to the City Council.

SUMMARY

The Isabel Neighborhood Specific Plan (Specific Plan) guides development in the northwestern part of the City. It seeks to create a complete neighborhood with a mix of uses that is walkable, bikeable, and served by transit. The City Council adopted the Specific Plan and its Supplemental Environmental Impact Report in November, 2020. The proposed site and project is the first new development within the Specific Plan. The project proposes 112 condominium units with associated open space, landscaping, and parking improvements.

The project is consistent with Land Use, Housing, Community Character, and Climate Change elements and with Livermore's current Regional Housing Needs Assessment period requirements. It implements Specific Plan policy, is consistent with all required development standards, and conforms to all required design standards and guidelines. The use and density are consistent and compatible with surrounding properties and the Livermore Municipal Airport, the site is of a size and shape that can accommodate the use, and the project will be adequately served by all necessary utilities and services. The project conforms with the provisions of the CA Housing Crisis Act and state density bonus law and is exempt from further California Environmental Quality Act review.

DISCUSSION

BACKGROUND

In November of 2020, the City Council adopted the Isabel Neighborhood Specific Plan (Specific Plan). The Specific Plan covers approximately 1,138 acres in the northwest part of the city surrounding the Isabel Avenue interchange (see Attachment 10: Figure 1-2, Planning Area) The Plan contemplates future land uses and public improvements in the Isabel Neighborhood to create a complete and vibrant neighborhood with a mix of housing, businesses, and community uses. The Isabel Neighborhood will address citywide goals by providing increased transportation options, housing choices, and supporting economic vitality. Residents and workers will have access to regional and local transit, a variety of amenities, and basic services for meeting daily needs, such as a grocery store and restaurants.

The Specific Plan proposes development of a complete transit-oriented neighborhood that includes approximately 4,095 new attached single-family and multi-family housing units, approximately 1,000 of which will be affordable housing units. In addition, the Specific Plan includes approximately 1.97 million square feet of net new office, business park, and commercial development (including a neighborhood commercial center), three new neighborhood parks, pedestrian and bicycle facilities, and infrastructure improvements. Links to the Specific Plan and EIR are provided in Attachments 8 and 9, respectively.

The Specific Plan is intended to streamline the City's development review process in accordance with the desired type and character of development. However, all of the Plan's development projects require review through the normal City the entitlement process. This project is the first Specific Plan project requiring entitlement review.

DESCRIPTION, CONTEXT, AND ANALYSIS

For a complete project description, site context, and analysis of applicable state and local standards, please review the attached Description, Context, and Analysis memo (Attachment 1).

ENVIRONMENTAL DETERMINATION

The project is exempt from CEQA under CEQA Guidelines Section 15182 (c), which exempts residential projects that implement a Specific Plan.

RECOMMENDATION

Staff recommends the Planning Commission adopt the attached Resolutions, recommending the City Council:

1. Adopt a resolution finding that the project is exempt under the California Environmental Quality Act, in accordance with CEQA Guidelines Section 15182 (c);

2. Adopt a resolution approving Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005, together with the requested Density Bonus incentive/concession, subject to the attached Conditions of Approval; and

3. Instruct staff to file a Notice of Exemption, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

ATTACHMENTS

1. Description Context and Analysis Memo
2. Environmental Resolution
3. Project Resolution
4. Conditions of Approval
5. Development Plans
6. SB 330 Preliminary Application
7. Density Bonus Incentive Request
8. Specific Plan Link
9. Specific Plan EIR Link
10. INSP Land Plan

Prepared by: Steve Stewart
Planning Manager

LIVERMORE
CALIFORNIA

PLANNING COMMISSION MEETING MINUTES

April 5, 2022

5.1 Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005 for 112 Triad Condominiums at the northwest corner of North Canyons Parkway and Triad Place

Recommendation:

Staff recommends the Planning Commission adopt resolutions recommending the City Council find that that the project is exempt from CEQA under CEQA Guidelines Section 15182 (c), and approve Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005, together with the requested Density Bonus incentive/concession, subject to the attached Conditions of Approval.

The Planning Commission's action is a recommendation to the City Council.

Jake Potter, Associate Planner, presented item.

Trent Sanson, DeNova Homes, thanked staff for the detailed PowerPoint presentation and staff report, and said they are available for any questions.

Chairperson Dunbar opened the public comment period, and there were no speakers.

Commissioner Branning asked and confirmed with the applicant that the solar panel installation will occur as part of construction.

Commissioner Branning said the City is still working on its Climate Action Plan and asked if buildings will have gas lines or will they be all-electric.

Mr. Potter stated the proposal is for gas fixtures, although there is a provision within the MMRP in the EIR that suggests electric utilities.

Steve Stewart, Planning Manager, said he is locating the reference in the MMRP and suggested the Commission move forward and he can return. Senior Assistant City Attorney Kim Cilley said they would need to know the exact requirement in the MMRP.

Mr. Sanson said at the time they submitted their application, it was their understanding the City was in the process of adopting an all-electric ordinance which is not currently in place. However, they have volunteered and committed that they are willing to provide an all-electric project, if desired.

Commissioner Branning said he would not make it a condition of approval but would strongly encourage the applicant to go with all-electric given timing and savings in the long run. He then referred to bike parking on site which was entirely in garages. He asked if there was public bike parking.

Mr. Potter confirmed the Specific Plan does not require any guest bike parking and the project meets all standards for resident bike parking.

Commissioner Branning said given the Isabel Neighborhood Plan's emphasis on active transportation and its adjacency to public transit he asked if it possible to add a condition requiring some number of guest bike parking spaces as part of the project or not.

Mr. Potter said although the Specific Plan does not require it, it has policies to promote a walkable and bikeable environment. He thinks there would be a substantial nexus for a reasonable number of guest bike parking spaces on the site.

Ms. Cilley said as long there is a nexus for it, it would be permissible; however, the scope and number of spaces is needed.

Mr. Sanson said they are more than happy to work with City staff to find appropriate location(s) for guest bike parking. They believe it might be best suited in the southwest corner near the clustered mailbox location, and they are amenable to a condition of approval for this.

Commissioner Branning said as part of a condition, he asked if a specific number would need to be identified, such as 1 space per 5 units, and he confirmed with Ms. Cilley that the Commission could require that the applicant work with staff on a reasonable number of spaces based on past practice and this project.

Commissioner Branning recommended such a condition for an appropriate number of guest bike parking based upon past practices and working with staff.

He then noted there are 22 affordable units in the project. He believes this is 19 ½% and the zoning is for 20% minimum, and he asked staff to convey why a fraction of a unit is missing from this and encouraged the applicant to go to 23 units, but believes there is another option for them.

Mr. Potter explained the 20% of 112 is 22.4 units and so the applicant is providing 22 units, and the fractional reserve of that will be paid via in-lieu fee, which is supportive by the City's Housing Division.

Commissioner Branning said it looks as though guest parking is exclusively located on the west side of the property, and Mr. Potter confirmed and said there are a couple of ADA spaces on the eastern side.

Commissioner Branning suggested the spaces be spread out if possible. He asked if the dog park is accessible only to residents or he asked if it will be a public park. Mr. Potter said the parks on site are private in nature and residents through the HOA pay for maintenance, although the parks will not be gated off. There are similar projects where the maintenance is paid for by residents, but it is not fully private where the public is not barred from entering.

Commissioner Branning said lastly, he asked staff to speak about implementation of the Active Transportation Plan (ATP) in the area which relies on developers to complete individual pieces. He asked staff to briefly explain how everything will connect and that the City meets its goals for the Isabel Neighborhood Plan to ensure it is a walkable and bikeable neighborhood.

Mr. Potter said there are a number of projects being funneled through the pipeline at the moment and each project is required to install the bike lanes along their frontage, which he described. There will be some gaps through the system which will be filled through development agreements, grants, and other Capital Improvement Program (CIP) work.

Commissioner Branning concluded his questions, and described his voiced support of the project, with encouragement for all-electrification, and the added condition relating to guest bike parking pursuant to discussions with staff and past practices.

Commissioner Stein asked what are the allowable uses on the parcels to the west and north, North Canyons Plaza and the former Triad building.

Mr. Potter said the specific plan identifies those as business park uses and consistent with uses there today.

Commissioner Stein asked if the airport easement covers future expansions where the use intensifies.

Mr. Potter said it would be placed over the top of the parcel and as conditioned, the project will have the avigation easement recorded and disclosures provided to homeowners, which likely will include future impacts.

Commissioner Stein referred to the requirement of a stormwater retention plan which is incorporated into the design but there is no time specific as to its timing.

Mr. Potter said the applicant has provided their stormwater and grading plans with the entitlement package. If the Commission recommends approval and the City Council approves, the particulars of the plan are fine-tuned during the Final Map process through the Engineering Division and done before any sort of improvement plan approval.

Commissioner Stein said on the grading plan, it shows no north/south contours within the parcel's central area. He asked if it is stepped or flat, and cited the requirement for a 6 foot retaining wall on the north side.

Mr. Potter said the current contour does slope to the south and west, but there will be grading activity that would necessitate a retaining wall on the north side and the differential between the sidewalk and pads as well on the south side. It still has a gradual slope from north to south.

Commissioner Stein asked about nearby developments that incorporate the rear yard setback requirements and use of patios and balconies, and asked for an example.

Mr. Potter said the residential developments to the northeast like Copper Hill and others do have private open space allocated in that way.

Commissioner Stein noted that trees on Triad Place are Bradford Pears are at the end of their useful life, but the trees on the North Canyons Parkway look to be in fairly good shape and he asked why they are being replaced.

Mr. Potter said the arborist identified many unhealthy trees, but this is largely to accommodate the site plan including pathways and stormwater retention areas.

Commissioner Stein commented that he likes the planting palette with the only exception being the Bougainvillea vines, stating they do not like frost. He asked that it be replaced with Wisteria or Star Jasmine or something more frost-resistant.

Additionally, there is almost no landscaping on the interior streets except at the ends of the buildings, particularly Street B. From a climate perspective, this will create a heat island. Generally, in the past, Livermore has encouraged natural materials for facades to be incorporated into residential and this is lacking in that it is a very austere and monochrome design. Together, with the lack of landscaping, this creates a somewhat barren appearance; however, some people may like this modern look. Additionally, he asked if enough insulation with flat top roofs be incorporated to meet all climate standards.

He was also unsure as to how durable the fabric shade structure will be in the area where there is very high and constant wind in the area. He suggested perhaps a more structured shade facility might be worthwhile. Lastly, he said these are comments the developer can consider to incorporate into the plan.

Chairperson Dunbar recognized the applicant to respond to comments.

Mr. Sanson responded that they have no issues with replacing the vine species outside of Building 5 that would grow on the trellis to soften the entry to address the frost comment, and their landscape architect confirmed they can work with staff on this.

Regarding the fabric of the shade structure, these have been developed in other projects and although they might seem less robust than metal, they find the materials very hardy and sturdy for longevity for many years. They also provide a softer effect and does not reflect heat or glare and would prefer to keep those incorporated which would be an on-going HOA maintenance requirement.

Vice Chairperson Leary referred to the staff memorandum on page 3 which described RHNA and how the 112 units would be counted through 2023 and he asked for more information about this.

Mr. Potter provided an explanation of the State's RHNA requirements where the City is required in the Housing Element to identify certain sites zoned for housing to be accommodated. In RHNA, the City must report on what was built, and in this case, the Housing Element did not identify this particular site in its inventory which means it did not anticipate the site's development of housing so the City does not need this site to fulfill its obligations for the current cycle. However, if the project gets entitled and its building permits are approved after 2023, the number of units will count towards the next 8 year cycle.

Vice Chairperson Leary voiced his support of the guest bike parking condition, added interior planting, sustainability, finds the density bonus waiver qualifies, concurred that the 22 units will help with the City's RHNA of 4,600 units in the next cycle, agrees the site adequate wet and dry utilities per the drawings, supports the scenic view angle of 3.2 degrees from the highway goes above the building peaks and noted the lowest grapevine is at elevation 515 where the building peaks will be more than 20 feet below that. He noted the project qualifies for the exemption under Section 15182 of CEQA, and he finds it is consistent with the Specific Plan.

Chairperson Dunbar asked the applicant to describe where AC units will be located.

Kerri Watt, DeNova Homes, stated AC units will be located on the roof and they worked with staff to ensure the returns along the roof will screen all architectural and mechanical equipment.

Chairperson Dunbar asked to define which units will be accessible, and Ms. Watt stated these are indicated with an asterisk on the site plan, as well as a path of travel shown, and Mr. Potter displayed the plan showing these.

Chairperson Dunbar said there was a requirement to connect the pathway towards the bus stop at the southeast corner and agreed with this condition of approval. He asked about the MMRP and whether it requires all-electric.

Mr. Stewart said it is clearly included in the 2018 DEIR and FEIR for the Specific Plan and is still confirming this in the Supplemental EIR.

Mr. Sanson restated that they are happy with all-electric be a condition of approval for the project, if desired. Chairperson Dunbar voiced support of this condition and will recommend staff look at this for future projects in the Specific Plan.

Mr. Stewart agreed to also include a discussion of this in the City Council report.

Chairperson Dunbar asked if the applicant could describe the Transportation Management Demand District and what this will do in the future to build safe bike and pedestrian areas.

Mr. Potter stated the Specific Plan calls for transportation management agencies or an over-arching agency within the Specific Plan area, requires that specific TMA to be created with major projects and those are generally in the core that are in the densest area of the plan. This particular project and some of the others along the periphery in the transition area are not identified as major projects and not a component of this approval. However, as part of conditions of approval, staff has included a provision where this project will participate in such a TMA when and if it is formed, and the Specific Plan identifies certain activities the TMA would create.

Chairperson Dunbar said he agrees with Commissioner Branning's comment on having bike parking outside units, knows the specific requirements talk about having them within the garages but he thinks some allowance should be included and hopes it gets added into the Specific Plan as projects come before the Commission.

He would also suggest the applicant and City consider for the future adding in bike lockers at the bus stop to help people bike to it and get to BART or future Valley Link Station. He would leave it to staff to determine the appropriate amount of guest bike parking and his preference would be in the center area around the park, as having it by the mailboxes might not be obvious.

With regards to the bus stops, he voiced support of these, especially for students and hoped LAVTA installs one across the street, as well. He voiced support of landscaping comments by Commissioner Stein, especially on First Street and would encourage the applicant to fill in areas with some plantings.

He said he believes the project meets all objective requirements, CEQA exemption, density bonus requirements, and asked to consider items for the Isabel neighborhood moving forward which would include: 1) bike parking for townhomes; 2) the policy for trash collection under DG 53 which talks about convenience and reduction of noise and consideration of common trash collection for multi-family projects; 3) requiring AC units to be on the roof; 4) cross ventilation for townhome units under DG 52; 5) preference to not have the balconies face North Canyon, and encouraging they face the roadway and exempting arterial roads from that requirement and making it local or collector only so balconies are useful; 6) Class IV bike lanes; 7) to review conditions of approval relating to window ratings and the use of "should consider" and asked the applicant to follow the condition; and 8) clean up on the reference for fees to be paid at time of the permit versus fees being vested at the time of application.

Mr. Stewart confirmed that the 2020 SEIR does carry forward all MMRP from 2018 FEIR so the electrification mitigation measure would still be in place and appropriate for this project.

Commissioner Stein echoed his comments suggested some brighter door colors as a welcome addition and voiced support of the project.

Commissioner Leary referred to Sheet PM-3.0 and the staff report is clear about Class IV bikeway, but the plan actually shows a Class II buffered bike lane, which should be corrected and caught during the final design. He also voiced support of the two additional conditions.

Chairperson Dunbar referred to the Condition of Approval relating to lighting for the parking lot. There will be wall on the north side of the parcel between 3 and 6 feet, so some buildings will be buried on the north corner. He commented that the photometric study should cover that area to ensure pedestrian scale lighting be along the pathway which he believes is included in conditions. Secondly, he asked that something be done with lighting and permeability along the fence to prevent people from falling and recommended adding a condition for this, and to encourage the applicant provide additional plantings along the interior streets.

MOTION BY BRANNING, SECONDED BY LEARY, TO ADOPT RESOLUTIONS RECOMMENDING THE CITY COUNCIL FIND THAT THAT THE PROJECT IS EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTION 15182 (C), AND APPROVE SITE PLAN DESIGN REVIEW (SPDR) 21-003 AND VESTING TENTATIVE TRACT MAP (VTTM) 8609 – SUBDIVISION (SUB) 21-005, TOGETHER WITH THE REQUESTED DENSITY BONUS INCENTIVE/CONCESSION, SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL, WITH ADDITIONAL CONDITIONS OF APPROVAL TO 1) ADD GUEST BIKE PARKING SUBJECT TO STAFF RECOMMENDATION, 2) PROVIDE FOR ALL ELECTRIC APPLIANCES FOR THE PROJECT, AND 3) ADD PERMEABILITY ON THE FENCING AT THE NORTH SIDE OF THE PARCEL.

AYES: BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: ANDERSON.

Minutes prepared by:
Lisa Harper Consulting

TRIAD

LIVERMORE, CA

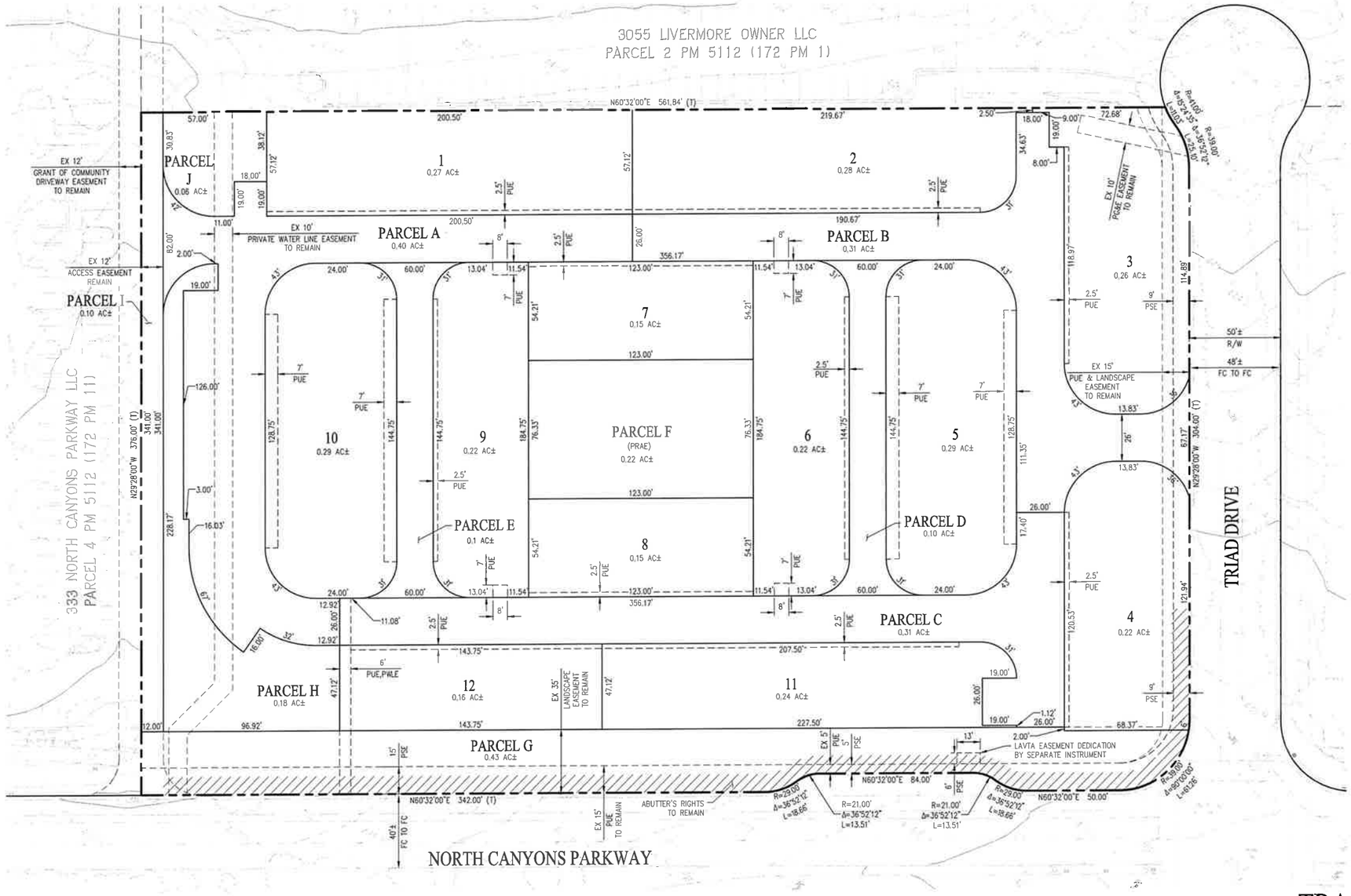


307.075 Triad
Livermore, CA
February 25, 2022

COVER SHEET
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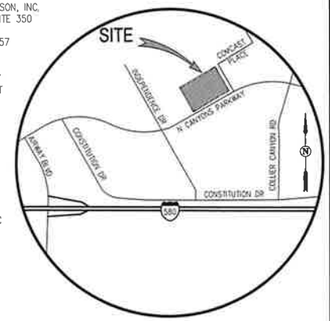
DeNova Homes
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

SDG Architects, Inc.
3361 Walnut Blvd, Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com



GENERAL NOTES

1.	DEVELOPER:	DENOVA HOMES, INC 1500 WILLOW PASS COURT CONCORD, CA 94520 KERRI WATT (925)605-9304
2.	OWNER:	SLDT INVESTMENTS VII, LL
3.	CIVIL ENGINEER:	CARLSON, BARBEE, & GIBSON, INC. 2633 CAMINO RAMON, SUITE 350 SAN RAMON, CA 94583 RYAN HANSEN, RCE #80557 PHONE: (925) 866-0322
4.	GEOTECHNICAL ENGINEER:	STEVENS FERRONE BAILEY 1600 WILLOW PASS COURT CONCORD, CA 94520 PHONE: (925)-688-1001
5.	CONTOUR INTERVAL:	1 FOOT (EXISTING)
6.	PROPERTY ADDRESS:	TRIAD DRIVE LIVERMORE, CA 94550
7.	APN:	905-0010-006-00
8.	LAND AREA SUMMARY:	GROSS AREA = 4.93± AC
9.	NUMBER OF UNITS:	112
10.	DENSITY:	22.7 DU/AC
11.	EXISTING LOTS: PROPOSED LOTS: PROPOSED PARCELS:	1 12 10
12.	MIN PARCEL SIZE: MAX PARCEL SIZE:	PARCEL J (0.06 AC±) PARCEL G (0.43 AC±)
13.	MIN LOT SIZE:	LOTS 7 & 8 (0.15 AC±)
14.	MAX LOT SIZE:	LOTS 2, 5 & 10 (0.28 AC±)
15.	EXISTING GENERAL PLAN:	ISABEL NEIGHBORHOOD SPECIFIC PLAN
12.	PROPOSED GENERAL PLAN:	ISABEL NEIGHBORHOOD SPECIFIC PLAN
13.	EXISTING ZONING:	RESIDENTIAL-TRANSITION
14.	PROPOSED ZONING:	RESIDENTIAL-TRANSITION
15.	EXISTING USE:	VACANT
16.	PROPOSED USE:	MULTI-FAMILY RESIDENTIAL
17.	UTILITIES: SEWER: STORM DRAIN: GAS & ELECTRIC: TELEPHONE: CABLE TV: TRASH:	OWNER: CITY OF LIVERMORE CITY OF LIVERMORE PG&E TBD TBD LIVERMORE SANITATION
18.	UTILITIES:	ALL ONSITE STORM DRAIN AND PRIVATE FIRE WATER IS PRIVATELY OWNED AND MAINTAINED. ALL ONSITE DOMESTIC WATER MAINS WILL BE PUBLIC UP TO EACH INDIVIDUAL METER. SANITARY SEWER WILL BE PUBLIC UP TO THE UNIT CLEANOUT.
19.	STREETS:	ALL ONSITE STREET WILL BE PRIVATE AND PRIVATELY MAINTAINED.
20.	GRADING:	PROPOSED GRADING AS SHOWN IS PRELIMINARY, FINISHED GRADING IS SUBJECT TO FINAL DESIGN.
21.	EROSION CONTROL:	EROSION CONTROL WILL BE PREPARED PER CITY STANDARDS AND ABAG RECOMMENDATIONS.
22.	COMMON AREAS:	COMMON AREAS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
23.	TREES:	ALL EXISTING TREES ON SITE TO BE REMOVED.
24.	BENCHMARK:	CITY BENCHMARK 2K-207: MONUMENT DISC AT WESTERLY END OF A CURVE ON EAST AIRWAY BOULEVARD, APPROXIMATELY 570' EAST OF RUTAN DRIVE.
25.	BASIS OF BEARINGS:	THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF NORTH CANYONS ROAD, THE BEARING BEING N60°32'00"E PER PARCEL MAP 5112 (172 PM 11).
26.	CONDOMINIUM PLAN:	A CONDOMINIUM PLAN WILL BE RECORDED FOR LOTS 1 THROUGH 12. THE SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4285 ET. SEQ. OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND FILED PURSUANT TO THE SUBDIVISION MAP ACT. THE TOTAL NUMBER OF CONDOMINIUM DWELLING UNITS SHALL BE NO MORE THAN 112 RESIDENTIAL CONDOMINIUM UNITS FOR LOTS 1 THROUGH 12.
27.	FLOOD ZONE:	ZONE X: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
28.	EASEMENTS:	PARCELS A,B,C,D,E AND I INCLUDE THE FOLLOWING PUBLIC AND PRIVATE EASEMENTS TO SERVE ONSITE PRIVATE AND PUBLIC FACILITIES AND PROVIDE GRANT ACCESS AS NOTED: EVA, PRAE, PSLE, PUE AND SSE.



VICINITY MAP

NOT TO SCALE

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY BOUNDARY
		RIGHT OF WAY BOUNDARY
		ADJACENT PROPERTY BOUNDARY
		EASEMENT LINE

ABBREVIATIONS

APN	ACCESS PARCEL NUMBER
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX	EXISTING
FC	FACE OF CURB
L	LENGTH
PUE	PUBLIC UTILITY EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT (FIRE MAIN)
R	RADIUS
R/W	RIGHT OF WAY
SF	SQUARE FEET
SSE	PUBLIC SEWER EASEMENT
PSE	PUBLIC SIDEWALK EASEMENT
PRAE	PRIVATE ACCESS EASEMENT

SHEET INDEX

TM 1.0	VESTING TENTATIVE MAP FOR CONDOMINIUM PURPOSES
TM 2.0	EXISTING CONDITIONS AND DEMOLITION PLAN
TM 3.0	PRELIMINARY SITE PLAN
TM 3.1	AFFORDABLE HOMES SITE PLAN
TM 3.2	LAVTA BUS DETAILS
TM 4.0	PRELIMINARY GRADING AND DRAINAGE PLAN
TM 5.0	PRELIMINARY UTILITY PLAN
TM 6.0	PRELIMINARY STORM WATER CONTROL PLAN
TM 7.0	PRELIMINARY EROSION CONTROL PLAN
TM 8.0	FIRE HYDRANT & FIRE ACCESS PLAN
TM 9.0	TRASH SERVICE EXHIBIT
TM 10.0	OPEN SPACE DIAGRAM

RECEIVED
MAR 25 2022
PLANNING DIVISION

TRACT 8609 VESTING TENTATIVE MAP FOR CONDOMINIUM PURPOSES

TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 30' DATE: FEBRUARY 24, 2022

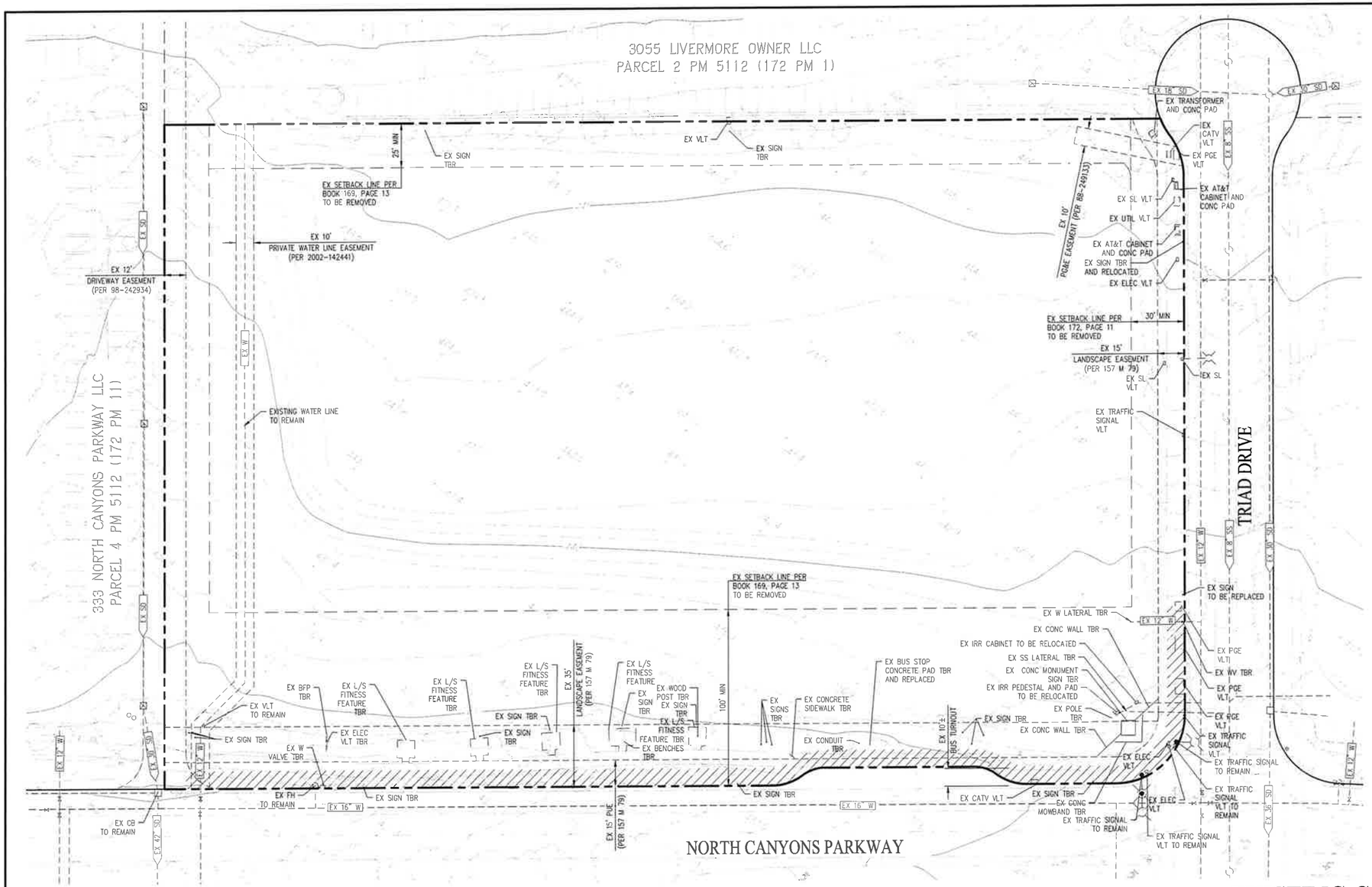
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JOB NO.: 3394-000

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SHEET NO.
TM 1.0
OF 12 SHEETS

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LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- EXISTING SANITARY SEWER (EX 8" SS)
- EXISTING SANITARY SEWER MANHOLE
- EXITSING STORM DRAIN (EX 18" SD)
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN CATCH BASIN
- EXISTING STORM DRAIN FIELD INLET
- EXISTING WATER (EX 12" W)
- EXISTING FIRC HYDRANT
- EXISTING WATER VALVE
- EXISTING ELECTROLIER
- EXISTING TRAFFIC LIGHT
- ABUTTER'S RIGHTS

ABBREVIATIONS

AT&T	AMERICAN TELEPHONE AND TELEGRAPH
BFP	BACKFLOW PREVENTER
CATV	CABLE TELEVISION
CB	CATCH BASIN
CONC	CONCRETE
EX	EXISTING
ELEC	ELECTRIC
FH	FIRE HYDRANT
IRR	IRRIGATION
L/S	LANDSCAPE
MIN	MINIMUM
PGE	PACIFIC GAS & ELECTRIC
SD	STORM DRAIN
SL	STREET LIGHT
SS	SANITARY SEWER
TBR	TO BE REMOVED
UTIL	UTILITY
VLT	VAULT
W	WATER
WV	WATER VALVE

NOTES:

1. EXISTING SETBACK LIMITS AS SHOWN SHALL BE REMOVED FROM THIS PROPERTY AS THE UNDERLYING ZONING AND LAND USE NO LONGER REQUIRES THE MINIMUM SETBACKS SHOWN AS DEFINED IN THE ISABEL NEIGHBORHOOD SPECIFIC PLAN.

EXISTING CONDITIONS AND DEMOLITION PLAN
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 30' DATE: JANUARY 7, 2022

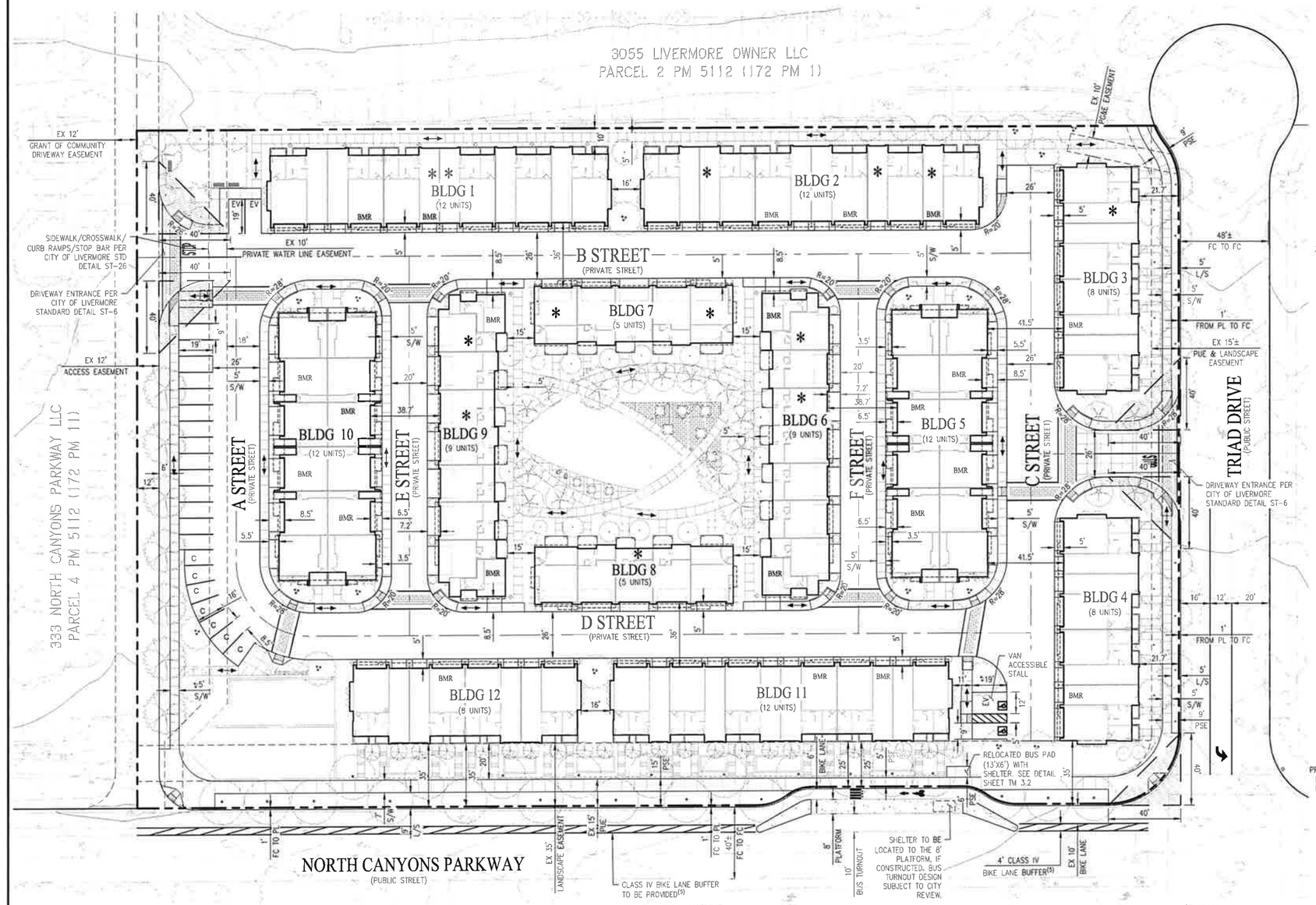
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LEGEND

- EXISTING PROPERTY LINE
- PROPOSED CENTERLINE
- ACCESSIBLE PARKING STALL
- PEDESTRIAN CROSSING STRIPING
- BIKE LANE STRIPING
- BLDG 1 — BUILDING NUMBER
- ACCESSIBLE PATH
- * — ADA UNIT
- EV — ELECTRIC VEHICLE CAPABLE PARKING STALL
- BMR — BELOW MARKET RATE UNIT
- SIGHT TRIANGLE PER CITY STANDARDS

ABBREVIATIONS

BLDG	BUILDING	FC	FACE OF CURB
BMR	BELOW MARKET RATE	L/S	LANDSCAPE
BW	BACK OF WALK	PL	PROPERTY LINE
C	COMPACT	PUE	PUBLIC UTILITY EASEMENT
D/W	DRIVEWAY	S/W	SIDEWALK
EX	EXISTING	R	RADIUS

NOTES:

1. GUEST STANDARD PARKING INCLUDES 2 ACCESSIBLE STALLS OF WHICH ONE SHALL BE VAN ACCESSIBLE. 10% OF THE PROVIDED GUEST STALLS SHALL BE EV CAPABLE PER CALIFORNIA GREEN CODE.
   1.1. ONE IN EVERY 25 EV CAPABLE STALLS SHALL BE ADA COMPLIANT.
2. MAX ALLOWABLE COMPACT STALL COUNT IS 30 PERCENT OF STALLS PROVIDED PER MUNICODE 3.20.060. 7 COMPACT STALLS ARE PROPOSED.
3. UNITS WITH TANDEM GARAGE.
4. BICYCLE STALL PER UNIT ARE LOCATED IN THE GARAGE.
5. PHYSICAL BARRIER OR DELINEATOR TO BE PROVIDED.

SITE CALCULATIONS

EXISTING SITE IMPERVIOUS AREA	11,050 SF±
PROPOSED SITE IMPERVIOUS AREA	140,749 SF±
BUILDING	
SITE AREA	214,751 SF±

BUILDING SEPARATION

GARAGE TO GARAGE	VARIES (35'-41')
BUILDING TO BUILDING	17'-20'

BUILDING SETBACKS

TRIAD DRIVE	20'
NORTH CANYON PARKWAY	35'
ADJACENT PROPERTY	10'

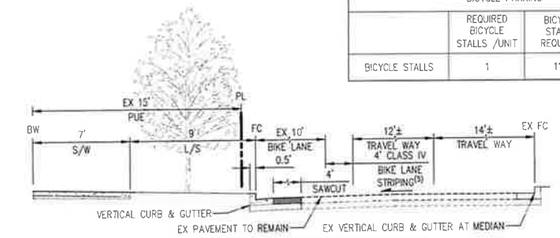
PROVIDED PARKING SUMMARY

UNIT COUNT	BEDROOM COUNT	MIN REQUIRED PARKING STALLS/UNIT	MIN PARKING STALLS REQUIRED	PARKING STALLS PROVIDED
4	1	1	4	4
7 44	2	1.5	111	118
4 30	2(3)			
34	3	2	68	68
TOTAL			183	190

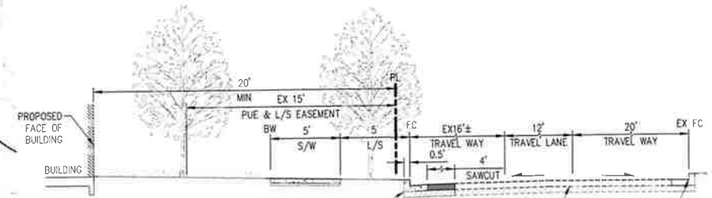
	REQUIRED PARKING STALLS/UNIT	PARKING STALLS REQUIRED	PARKING STALLS PROVIDED
GUEST STALLS	0.12	14	26(1)

BICYCLE PARKING

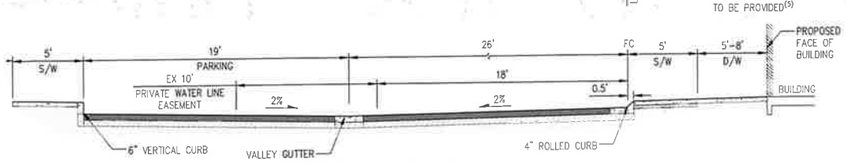
	REQUIRED BICYCLE STALLS /UNIT	BICYCLE STALLS REQUIRED	BICYCLE STALLS PROVIDED
BICYCLE STALLS	1	112	112(4)



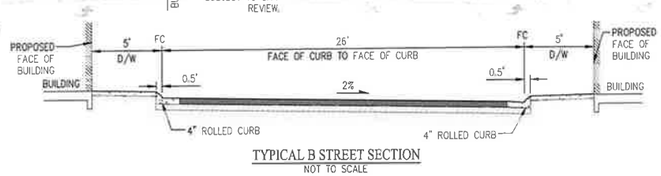
EXISTING NORTH CANYONS PARKWAY
STREET SECTION
NOT TO SCALE



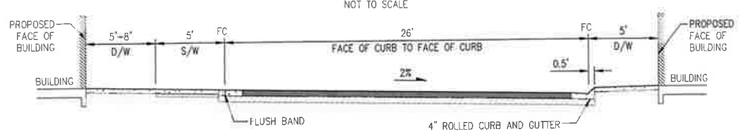
EXISTING TRIAD DRIVE STREET SECTION
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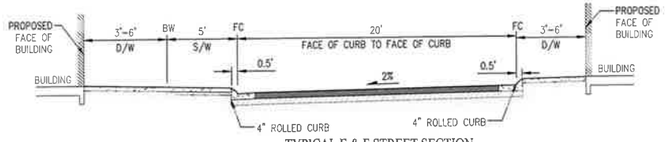
TYPICAL A STREET SECTION
NOT TO SCALE



TYPICAL B STREET SECTION
NOT TO SCALE



TYPICAL C STREET SECTION
NOT TO SCALE



TYPICAL E & F STREET SECTION
NOT TO SCALE

PRELIMINARY SITE PLAN
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 30' DATE: FEBRUARY 24, 2022

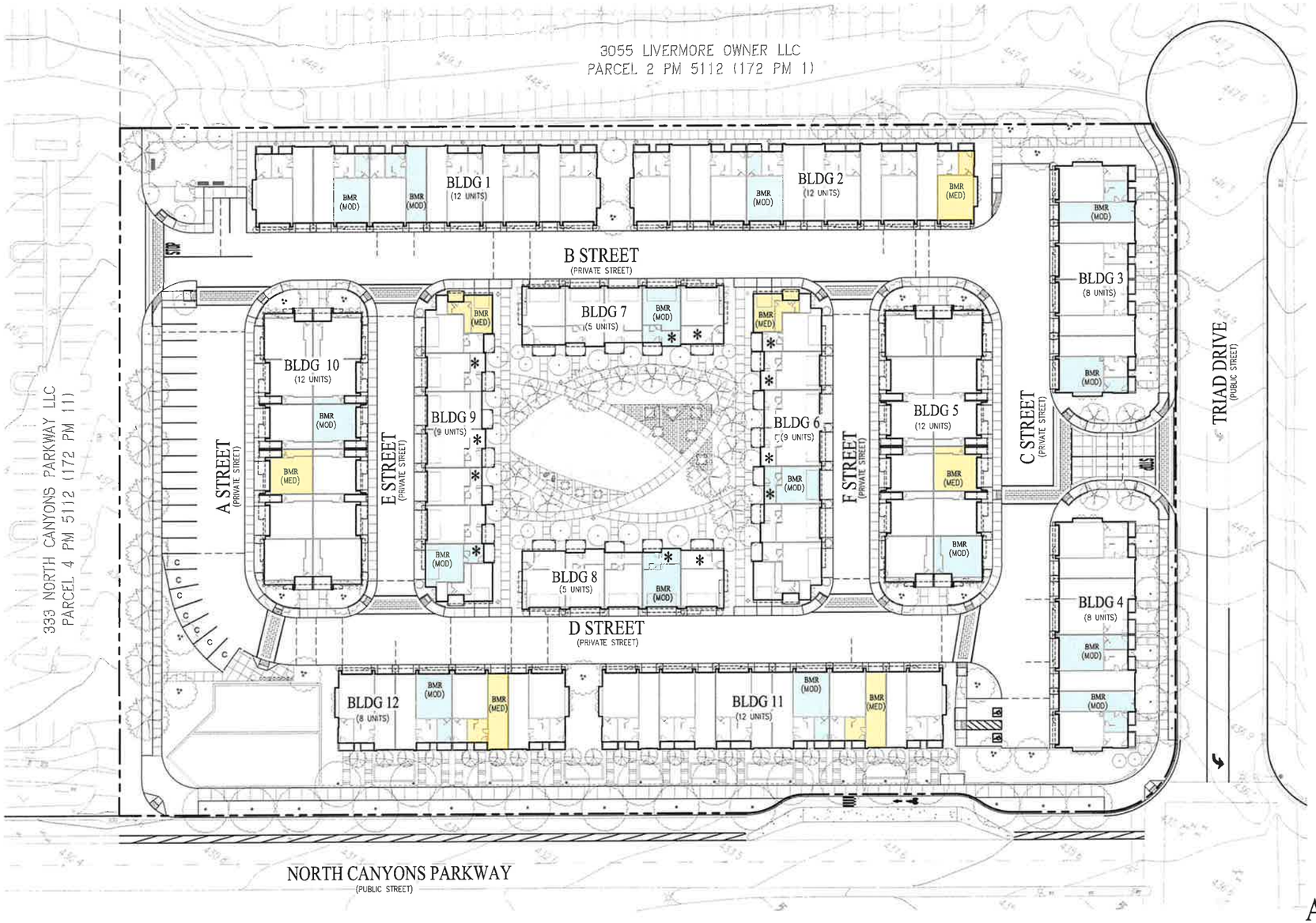
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TRIAD CONDOMINIUMS: AFFORDABLE HOUSING INFORMATION

SITE INFORMATION	
SITE SIZE	4.93 AC±
NO. OF UNITS	112
DENSITY	22.7 DU/AC
NO. OF BUILDINGS	12
BELOW MARKET RATE HOMES	
20% REQUIRED, TOTAL	22
5% MEDIAN INCOME	6
15% MODERATE INCOME	16

AFFORDABLE UNITS

UNIT	NO. OF UNITS	EST. PRICE
MEDIAN	6	$387,600
MODERATE	16	$483,400

UNIT TYPE SUMMARY

BACK TO BACK TOWNHOMES: BUILDINGS 5 & 10

BEDROOM COUNT	NO. OF UNITS	SF	GARAGES	AFFORDABLE UNIT	MED.	MOD.
2	2	1236	2	2	2	
	6			1		1
	8					
3	8	1359	2	1		1
SUBTOTAL	24			4	2	2

ROW TOWNHOMES STYLE: BUILDINGS 6, 7, 8, & 9

BEDROOM COUNT	NO. OF UNITS	SF	GARAGES	AFFORDABLE UNIT	MED.	MOD.
1	4	991	1	2	2	
2	4	1286	2	1		1
	6	1425	2	1		1
3	10	1609	2	2		2
	4	1821	2			
SUBTOTAL	28			6	2	4

STACKED FLATS: BUILDINGS 1, 2, 3, 4, 11, & 12

BEDROOM COUNT	NO. OF UNITS	SF	GARAGES	AFFORDABLE UNIT	MED.	MOD.
2	25	1183	TANDEM	3		3
	5			2	2	
	13	1401	2			
	5			5		5
3	12	1444		2	1	1
SUBTOTAL	60			12	3	9
GRAND TOTAL	112			22 (20%)	7	15

LEGEND

- EXISTING PROPERTY LINE
- PROPOSED CENTERLINE
- BLDG 1 — BUILDING NUMBER
- * BMR — BELOW MARKET RATE UNIT
- MEDIAN INCOME
- MODERATE INCOME

ABBREVIATIONS

BLDG	BUILDING
BMR	BELOW MARKET RATE
MED	MEDIAN INCOME
MOD	MODERATE INCOME
TH	TOWNHOME

AFFORDABLE HOMES SITE PLAN
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 30' DATE: FEBRUARY 24, 2022

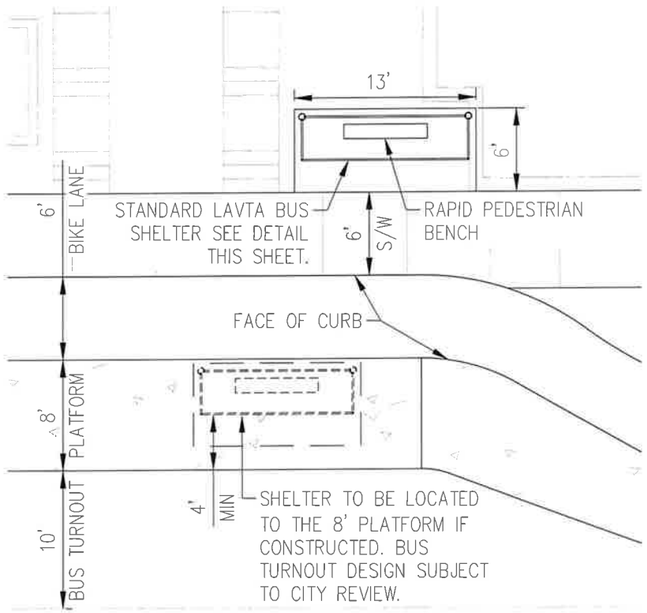
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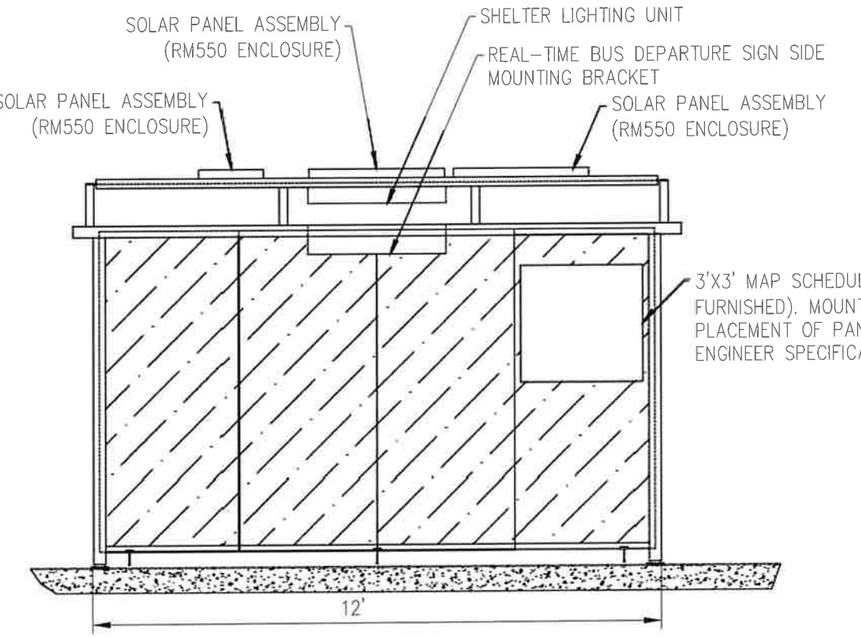
JOB NO.: 3394-000

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BUS PAD DETAIL
NOT TO SCALE



LAVTA BUS SHELTER DETAIL
NOT TO SCALE

LAVTA BUS DETAILS
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

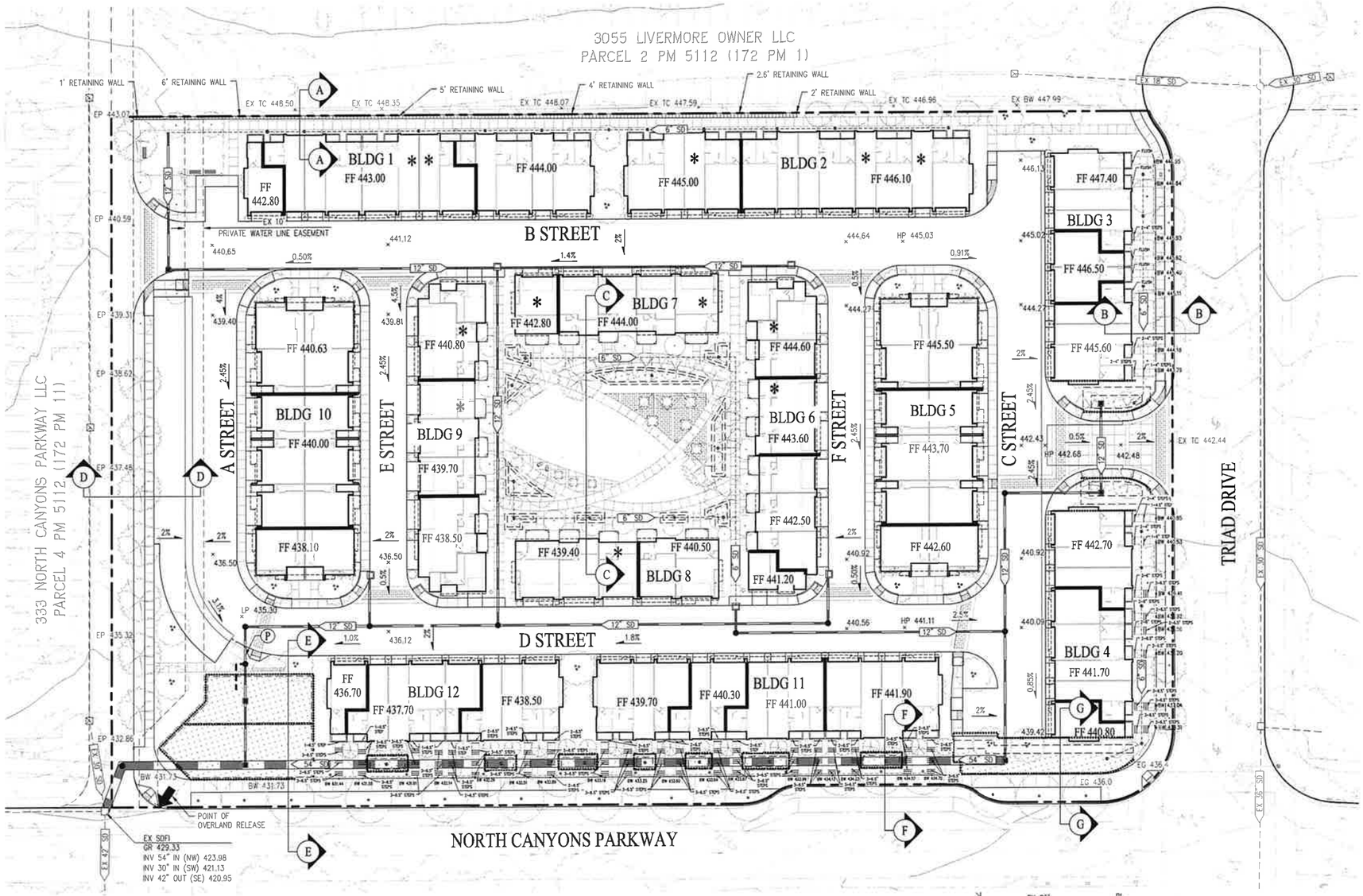
DATE: NOVEMBER 22, 2021

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LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SUBDIVISION BOUNDARY
		ADJACENT PROPERTY LINE
		SIDEWALK
	× 100.00	SPOT ELEVATION
EX 8" SD	15" SD	STORM DRAIN PIPE
	6" SD	LANDSCAPE DRAINAGE PIPE
		STORM DRAIN FORCE PUMP MAIN
		STORM DRAIN AREA DRAIN
		STORM DRAIN MANHOLE
		STORM DRAIN CATCH BASIN
		STORM DRAIN FIELD INLET
		AREA DRAIN
	Ⓟ	SUMP PUMP STRUCTURE
		BIO-RETENTION AREA
		OVERLAND RELEASE
	*	ADA UNIT
	2%	SLOPE ARROW
	× 442.43	SPOT GRADE
		FINISH FLOOR SPLIT
		BIO-RETENTION RETAINING WALLS
		RETAINING WALL

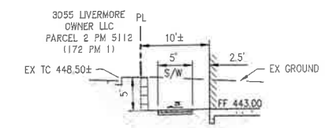
ESTIMATED ROUGH GRADING EARTHWORK SUMMARY

DESCRIPTION	CUT (CY)	FILL (CY)	NET (CY)
ROUGH GRADING	9,400	3,300	6,100 (C)
UTILITY SPOILS	2,800	0	2,800 (C)
TOTAL	12,200	3,300	8,900 (C)

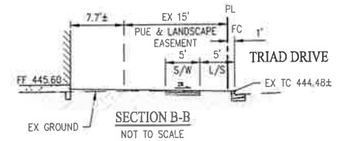
NOTES
1. ASSUMED PAVEMENT AND FOUNDATION SECTION OF 12".
2. ROUGH GRADING EARTHWORK QUANTITIES ARE SUBJECT TO FINAL DESIGN.
3. UTILITY TRENCH SECTION PER CITY OF LIVERMORE STANDARD DETAIL G-1A.

ABBREVIATIONS

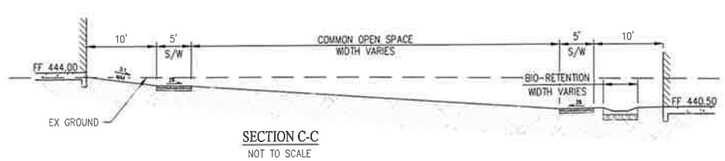
BLDG	BUILDING
BW	BACK OF WALK
EX	EXISTING
FC	FACE OF CURB
FF	FINISH FLOOR ELEVATION
L/S	LANDSCAPE
PL	PROPERTY LINE
PUE	PUBLIC UTILITY EASEMENT
SD	STORM DRAIN
S/W	SIDEWALK



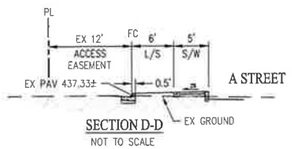
SECTION A-A
NOT TO SCALE



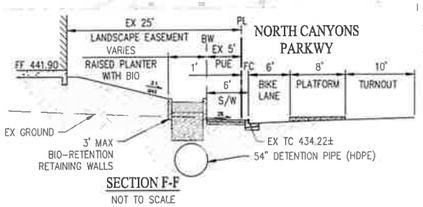
SECTION B-B
NOT TO SCALE



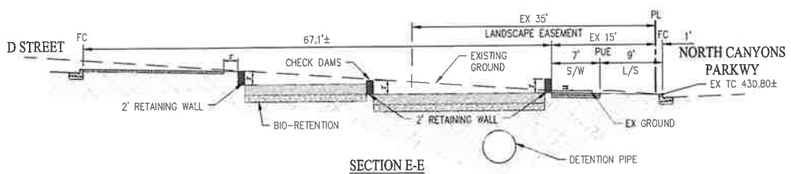
SECTION C-C
NOT TO SCALE



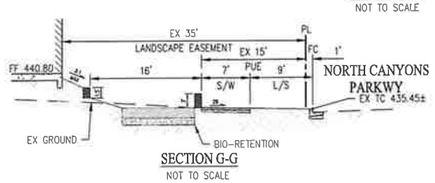
SECTION D-D
NOT TO SCALE



SECTION F-F
NOT TO SCALE



SECTION E-E
NOT TO SCALE



SECTION G-G
NOT TO SCALE

PRELIMINARY GRADING AND DRAINAGE PLAN
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 30' DATE: FEBRUARY 24, 2022

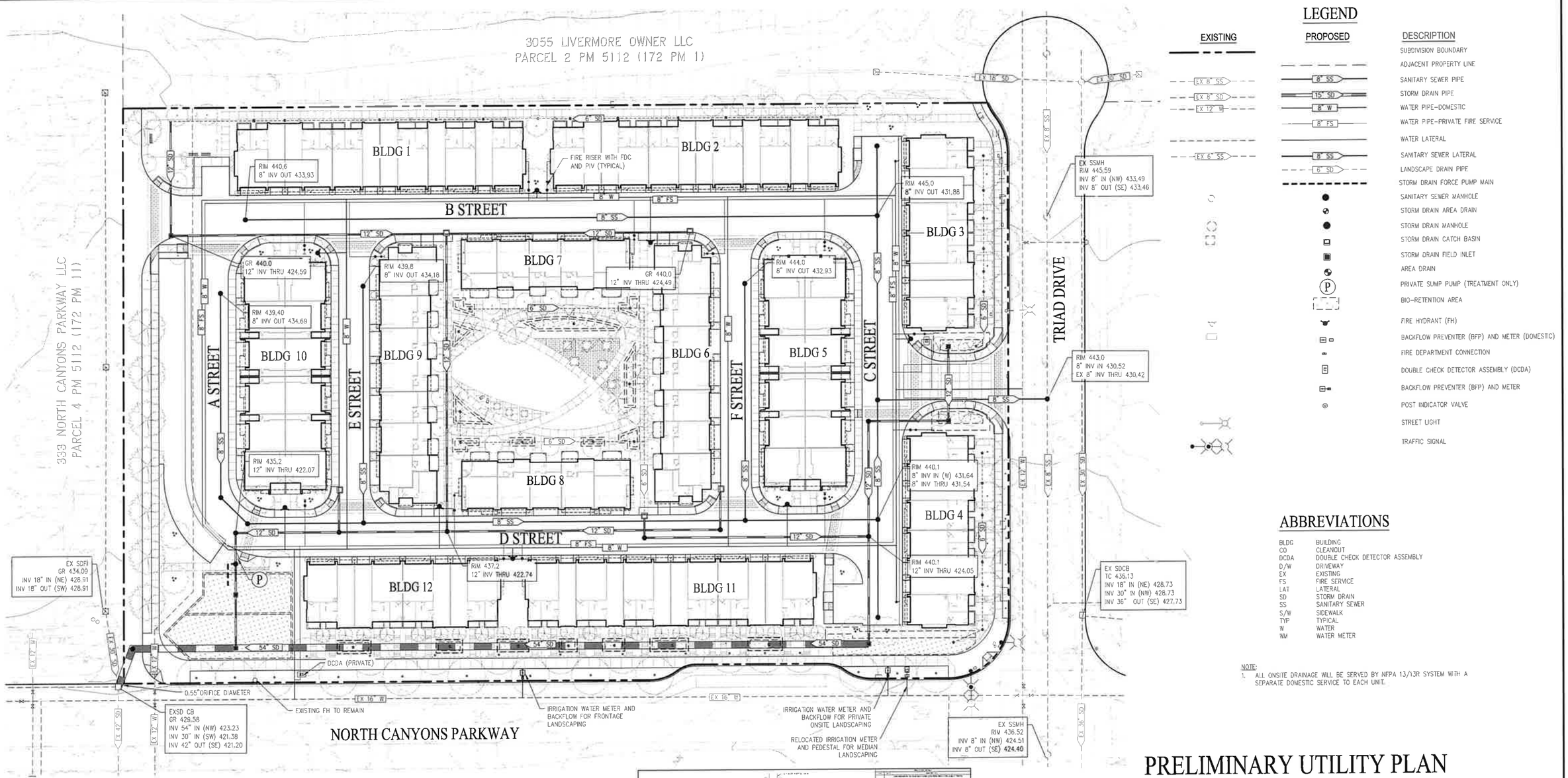
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OF 12 SHEETS

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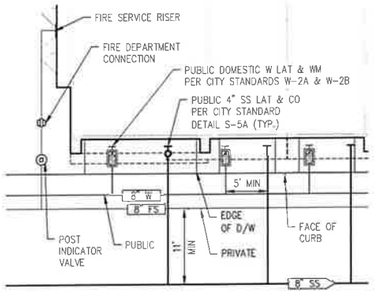
LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SUBDIVISION BOUNDARY
		ADJACENT PROPERTY LINE
EX 8" SS	8" SS	SANITARY SEWER PIPE
EX 8" SD	15" SD	STORM DRAIN PIPE
EX 12" W	8" W	WATER PIPE-DOMESTIC
	8" FS	WATER PIPE-PRIVATE FIRE SERVICE
		WATER LATERAL
EX 6" SS	8" SS	SANITARY SEWER LATERAL
	6" SD	LANDSCAPE DRAIN PIPE
		STORM DRAIN FORCE PUMP MAIN
		SANITARY SEWER MANHOLE
		STORM DRAIN AREA DRAIN
		STORM DRAIN MANHOLE
		STORM DRAIN CATCH BASIN
		STORM DRAIN FIELD INLET
		AREA DRAIN
	P	PRIVATE SUMP PUMP (TREATMENT ONLY)
		BIO-RETENTION AREA
		FIRE HYDRANT (FH)
		BACKFLOW PREVENTER (BFP) AND METER (DOMESTIC)
		FIRE DEPARTMENT CONNECTION
		DOUBLE CHECK DETECTOR ASSEMBLY (DCDA)
		BACKFLOW PREVENTER (BFP) AND METER
		POST INDICATOR VALVE
		STREET LIGHT
		TRAFFIC SIGNAL

ABBREVIATIONS

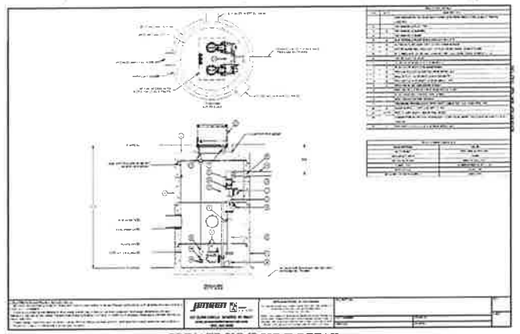
BLDG	BUILDING
CO	CLEANOUT
DCDA	DOUBLE CHECK DETECTOR ASSEMBLY
D/W	DRIVEWAY
EX	EXISTING
FS	FIRE SERVICE
LAT	LATERAL
SD	STORM DRAIN
SS	SANITARY SEWER
S/W	SIDEWALK
TYP	TYPICAL
W	WATER
WM	WATER METER

NOTE:
1. ALL ONSITE DRAINAGE WILL BE SERVED BY NFPA 13/13R SYSTEM WITH A SEPARATE DOMESTIC SERVICE TO EACH UNIT.



TYPICAL MULTI-FAMILY UNIT UTILITY SERVICE DETAIL
NOT TO SCALE

PUMP CALCS			
RUNOFF COEFFICIENT	INTENSITY (IN/HR)	AREA (AC)	PEAK FLOW (GPM)
0.73	0.2	2.47	162



PRIVATE SUMP PUMP DETAIL
NOT TO SCALE

PRELIMINARY UTILITY PLAN
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 30' DATE: FEBRUARY 24, 2022

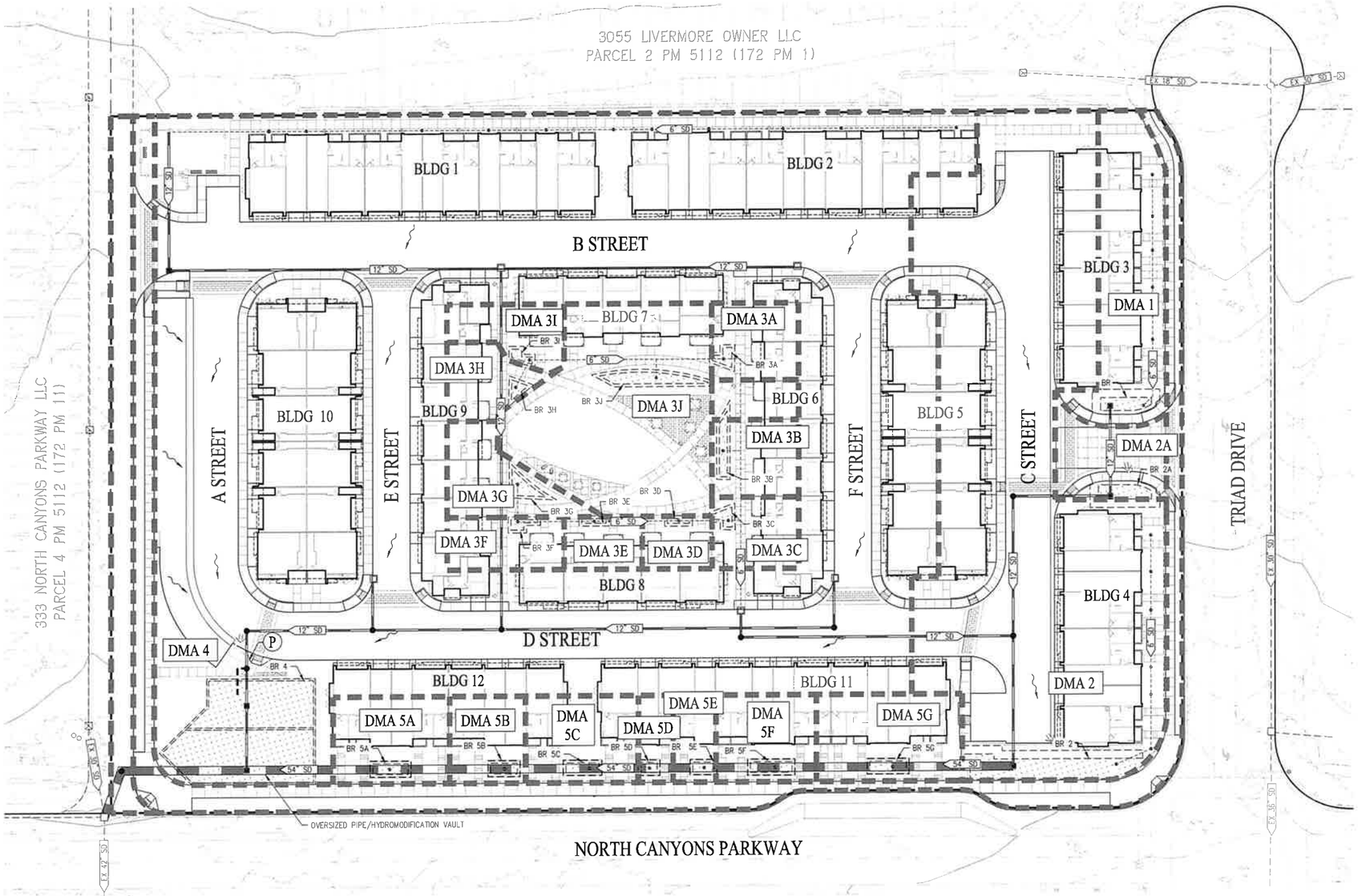
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LEGEND

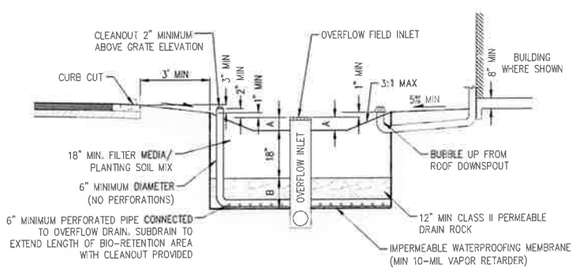
EXISTING	PROPOSED	
		DRAINAGE AREA BOUNDARY
EX SD	12" SD	STORM DRAIN
	6" SD	STORM DRAIN
		STORM DRAIN FORCE PUMP MAIN
		MANHOLE
		CURB INLET
		FIELD INLET
		AREA DRAIN
		BIO-RETENTION AREA
	DMA 1	DRAINAGE MANAGEMENT AREA LABEL
	P	SUMP PUMP STRUCTURE
		CURB CUT
		DIRECTION OF FLOW WITH STORM DRAIN INSTALLED

ABBREVIATIONS

BR	BIO-RETENTION AREA DESIGNATION
DMA	DRAINAGE MANAGEMENT AREA
EX	EXISTING
P	PUMP
SD	STORM DRAIN

STORM WATER TREATMENT SUMMARY

DMA	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	EFFECTIVE AREA TO BE TREATED (SF)	TREATMENT AREA REQUIRED (SF)	TREATMENT AREA PROVIDED (SF)	TREATMENT TYPE	A RISER HEIGHT (FT)	B GRAVEL DEPTH (FT)
1	4324	2086	4533	181	181	BR-1	1	2
2	28376	6858	29062	1162	1078	BR-2	1	3
2A	1948	613	2009	80	211	BR-2A	0.5	1
3A	1175	748	1250	50	70	BR-3A	1	3
3B	1546	1384	1684	67	136	BR-3B	1	3
3C	1175	748	1250	50	70	BR-3C	1	3
3D	471	341	505	20	32	BR-3D	1	3
3E	779	412	820	33	33	BR-3E	1	3
3F	1201	581	1259	50	50	BR-3F	1	3
3G	1333	1111	1444	58	101	BR-3G	1	3
3H	912	587	971	39	47	BR-3H	1	3
3I	1033	694	1102	44	44	BR-3I	1	3
3J	5242	5482	5790	232	272	BR-3J	1	3
4	85006	22427	87249	3490	3696	BR-4	1	3
5A	1859	1077	1967	79	92	BR-5A	1	3
5B	1174	755	1250	50	80	BR-5B	1	3
5C	1343	1491	1492	60	90	BR-5C	1	3
5D	553	331	586	23	28	BR-5D	1	3
5E	662	428	705	28	50	BR-5E	1	3
5F	1573	943	1667	67	100	BR-5F	1	3
5G	2142	1537	2296	92	100	BR-5G	1	3



BIO-RETENTION AREA DETAIL

NOT TO SCALE

PRELIMINARY STORM WATER CONTROL PLAN
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 30' DATE: FEBRUARY 24, 2022

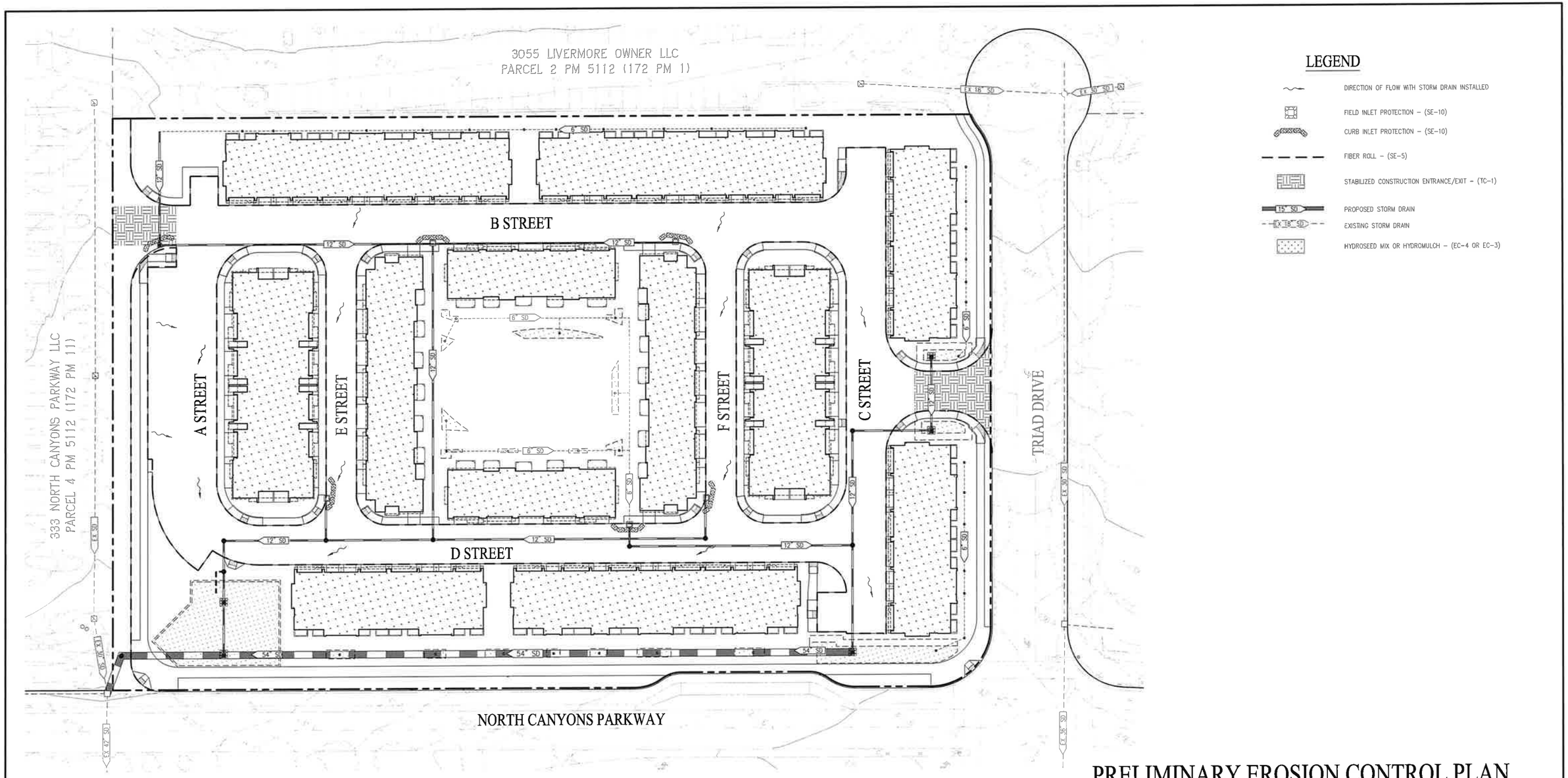
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PRELIMINARY EROSION CONTROL PLAN
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 30' DATE: FEBRUARY 24, 2022

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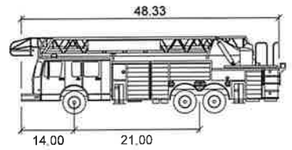
3055 LIVERMORE OWNER LLC
PARCEL 2 PM 5112 (172 PM 1)

333 NORTH CANYONS PARKWAY LLC
PARCEL 4 PM 5112 (172 PM 11)

BLDG 1
BLDG 2
BLDG 3
BLDG 4
BLDG 5
BLDG 6
BLDG 7
BLDG 8
BLDG 9
BLDG 10
BLDG 11
BLDG 12

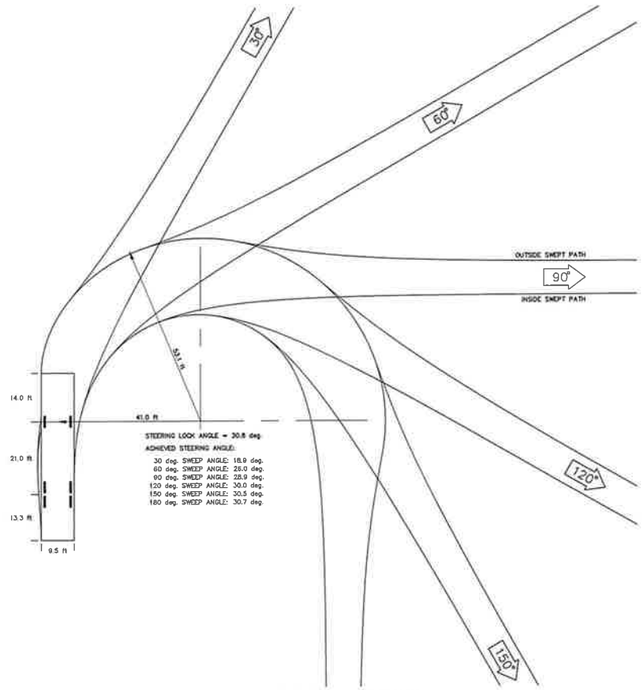
A STREET
B STREET
C STREET
D STREET
E STREET
F STREET
TRIAD DRIVE

NORTH CANYONS PARKWAY



	feet
Width	: 9.50
Track	: 8.33
Lock to Lock Time	: 7.0
Steering Angle	: 30.8

LIVERMORE PLEASANTON FIRE TRUCK
NOT TO SCALE



LIVERMORE PLEASANTON FIRE TRUCK
TURNING TEMPLATE
NOT TO SCALE

LEGEND

- PROPOSED PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED FIRE HYDRANT
- R — RADIUS
- FIRE HOSE PULL (150' MAX)

FIRE HYDRANT & FIRE ACCESS PLAN
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

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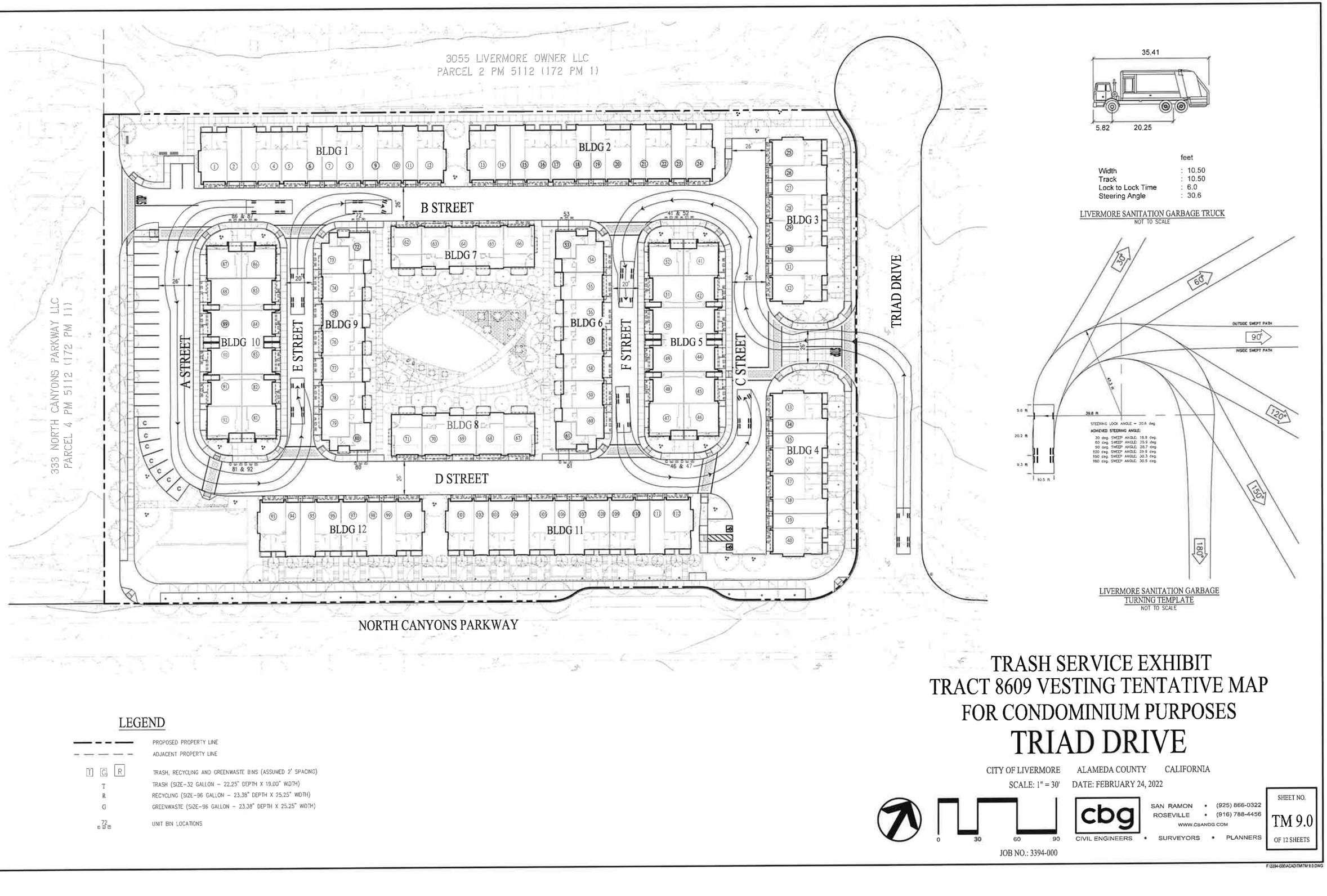
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	feet
Width	: 10.50
Track	: 10.50
Lock to Lock Time	: 6.0
Steering Angle	: 30.6

LIVERMORE SANITATION GARBAGE TRUCK
NOT TO SCALE

LIVERMORE SANITATION GARBAGE
TURNING TEMPLATE
NOT TO SCALE

LEGEND

———	PROPOSED PROPERTY LINE
– – – –	ADJACENT PROPERTY LINE
T G R	TRASH, RECYCLING AND GREENWASTE BINS (ASSUMED 2' SPACING)
T	TRASH (SIZE-32 GALLON – 22.25" DEPTH X 19.00" WIDTH)
R	RECYCLING (SIZE-96 GALLON – 23.38" DEPTH X 25.25" WIDTH)
G	GREENWASTE (SIZE-96 GALLON – 23.38" DEPTH X 25.25" WIDTH)
72	UNIT BIN LOCATIONS

TRASH SERVICE EXHIBIT
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 30' DATE: FEBRUARY 24, 2022

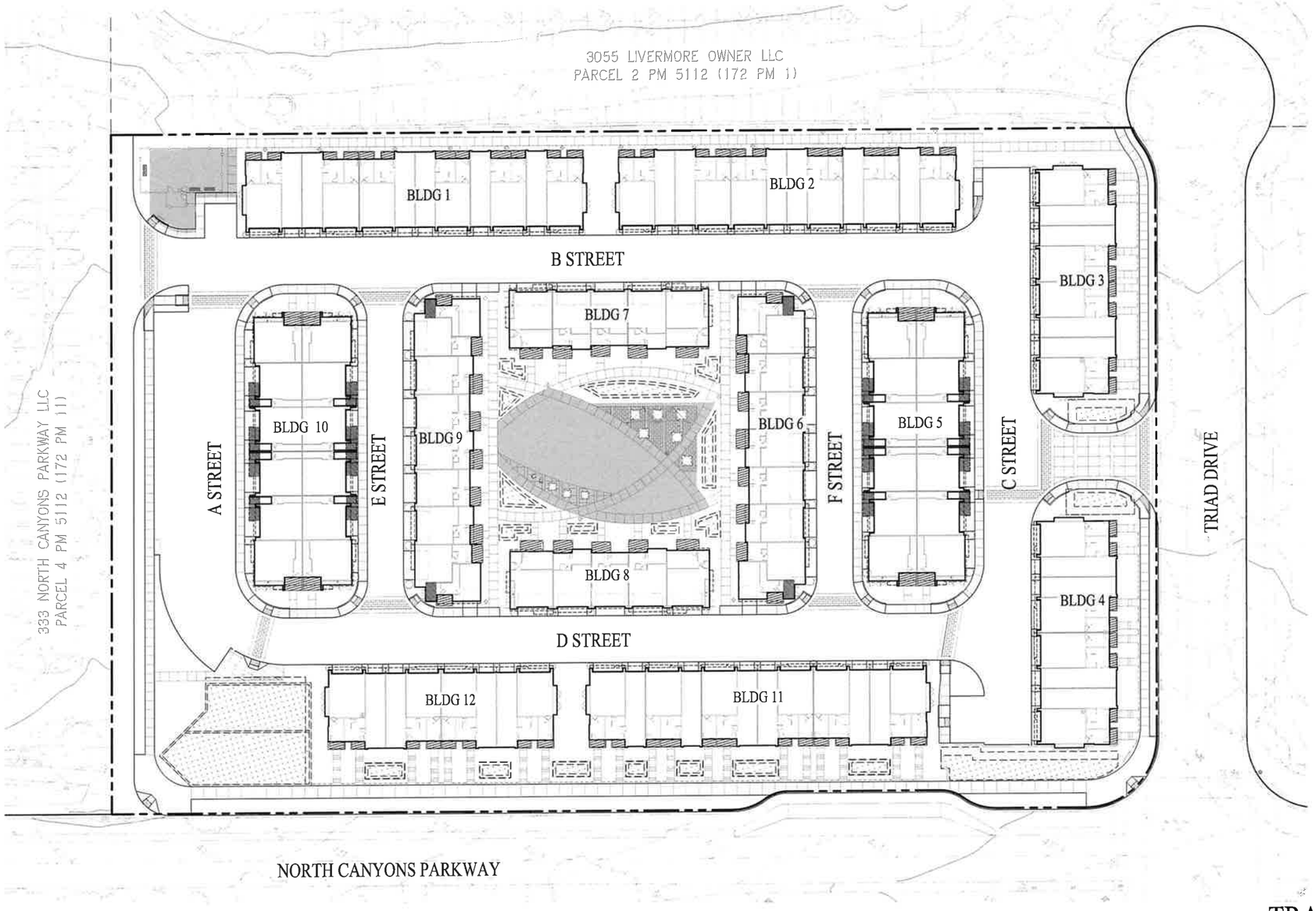
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LEGEND

- EXISTING PROPERTY LINE
- PRIVATE OPEN SPACE
- PRIVATE OPEN SPACE UPPER LEVELS
- COMMON OPEN SPACE
- BIO-RETENTION AREA

OPEN SPACE CALCULATIONS	UNITS	REQUIRED SF/UNIT	REQUIRED (SF)	PROVIDED (SF)
PRIVATE OPEN SPACE	112	75	8,400	10,458
COMMON OPEN SPACE	112	75	8,400	8,500

NOTES:

1. PRIVATE OPEN SPACE MIN DIMENSIONS OF 8FT FOR WIDTH AND 6FT FOR DEPTH PER ISABEL NEIGHBORHOOD PLANS.
2. COMMON AREAS MUST HAVE A MINIMUM DIMENSIONS IN ANY DIRECTION OF 10FT TO COUNT TOWARD REQUIREMENT PER ISABEL NEIGHBORHOOD PLAN.

OPEN SPACE DIAGRAM
TRACT 8609 VESTING TENTATIVE MAP
FOR CONDOMINIUM PURPOSES
TRIAD DRIVE

CITY OF LIVERMORE ALAMEDA COUNTY CALIFORNIA

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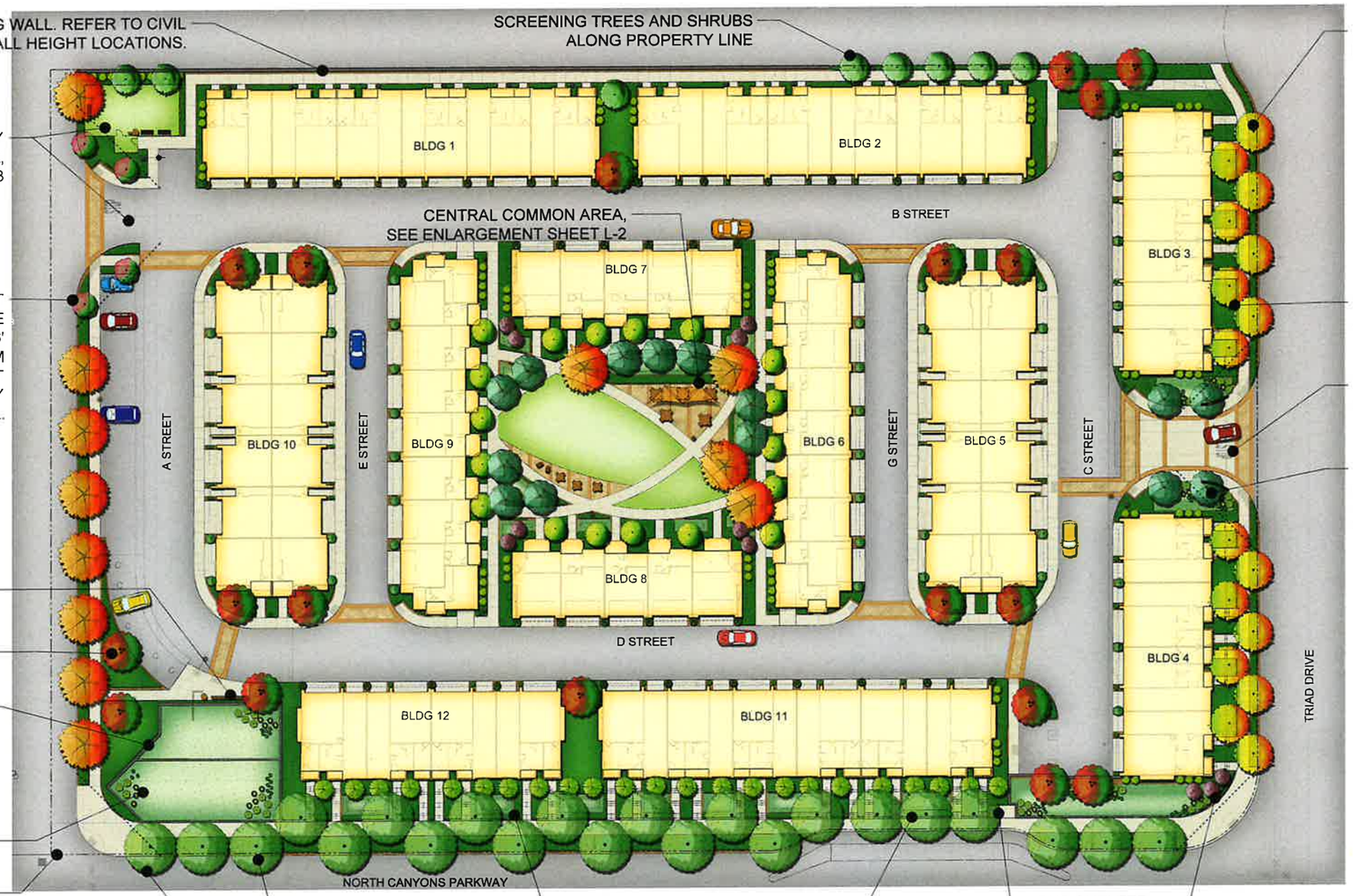
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2' TO 6' TALL CMU RETAINING WALL. REFER TO CIVIL ENGINEER'S PLANS FOR WALL HEIGHT LOCATIONS.

SCREENING TREES AND SHRUBS ALONG PROPERTY LINE

CANOPY SHADE TREES PER CITY OF LIVERMORE STREET TREE LIST

SECONDARY ENTRY AND DOG PARK, SEE ENLARGEMENT SHEET L-3

CENTRAL COMMON AREA, SEE ENLARGEMENT SHEET L-2

TREES LOCATED IN SIGHT DISTANCE TRIANGLE SHALL BE TRIMMED TO PROVIDE 6' MINIMUM CLEARANCE FROM ROOT CROWN TO LOWEST SCAFFOLD BRANCH PER CITY STANDARD DETAIL L-17A.

36" TALL DECORATIVE FENCE ADJACENT THE SIDEWALK

PRIMARY PROJECT ENTRY, SEE ENLARGEMENT SHEET L-3

TREES LOCATED IN SIGHT DISTANCE TRIANGLE SHALL BE TRIMMED TO PROVIDE 6' MINIMUM CLEARANCE FROM ROOT CROWN TO LOWEST SCAFFOLD BRANCH PER CITY STANDARD DETAIL L-17A.

GANG MAILBOX LOCATION

FLOWERING ACCENT TREE

1.5' TO 3' TALL BIORETENTION RETAINING WALL PER CIVIL ENGINEER'S PLANS

BIORETENTION BASIN PER CIVIL ENGINEER

EXISTING DRIVEWAY

FRONT YARD PLANTING ENLARGEMENT, SEE SHEET L-4

BUS SHELTER LOCATION

CANOPY SHADE TREES PER CITY OF LIVERMORE STREET TREE LIST

36" TALL DECORATIVE FENCE ADJACENT THE SIDEWALK

PROJECT SIGNAGE AT INTERSECTION

TREES LOCATED IN SIGHT DISTANCE TRIANGLE SHALL BE TRIMMED TO PROVIDE 6' MINIMUM CLEARANCE FROM ROOT CROWN TO LOWEST SCAFFOLD BRANCH PER CITY STANDARD DETAIL L-17B.

PROPOSED TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME
	ACER R. 'ARMSTRONG'	ARMSTRONG MAPLE
	ARBUTUS 'MARINA'	MADRONE
	CARPINUS B. 'FRANS FONTAINE'	HORNBEAM
	CERCIS OCCIDENTALIS	WESTERN REDBUD
	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
	LAGERSTROEMIA I. 'MUSKOGEE'	CRAPE MYRTLE
	LAURUS 'SARATOGA'	SARATOGA SWEET BAY
	PISTACHIA C. 'KEITH DAVEY'	CHINESE PISTACHE
	PLATANUS A. 'COLUMBIA'	LONDON PLANE TREE
	QUERCUS R. 'FASTIGIATA SKYROCKET'	SKYROCKET OAK

NOTE: SEE SHEET L-6 FOR COMPLETE PLANT PALETTE

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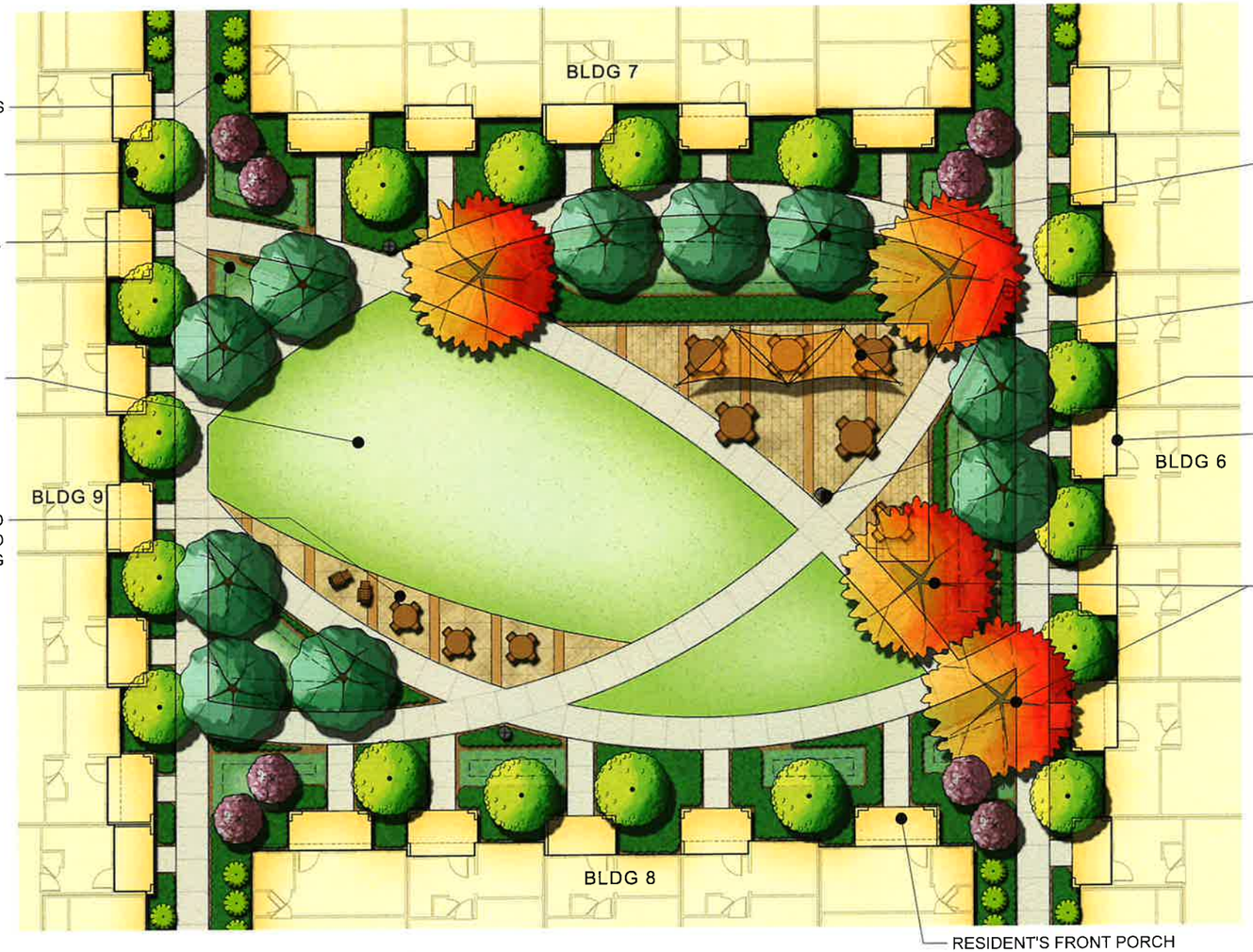
OVERALL LANDSCAPE SITE PLAN
CONCEPTUAL PHASE
MARCH 2022

vanderToolen Associates
700 Ygnacio Valley Road
Suite 100
Walnut Creek, CA 94596
tel: 925.274.1300
www.vandertoolen.com

SCALE: 1" = 30'-0" (0' 15' 30' 60') NORTH

L-1
Project No. 02921

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CENTRAL COMMON AREA PLAN























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Livermore, California

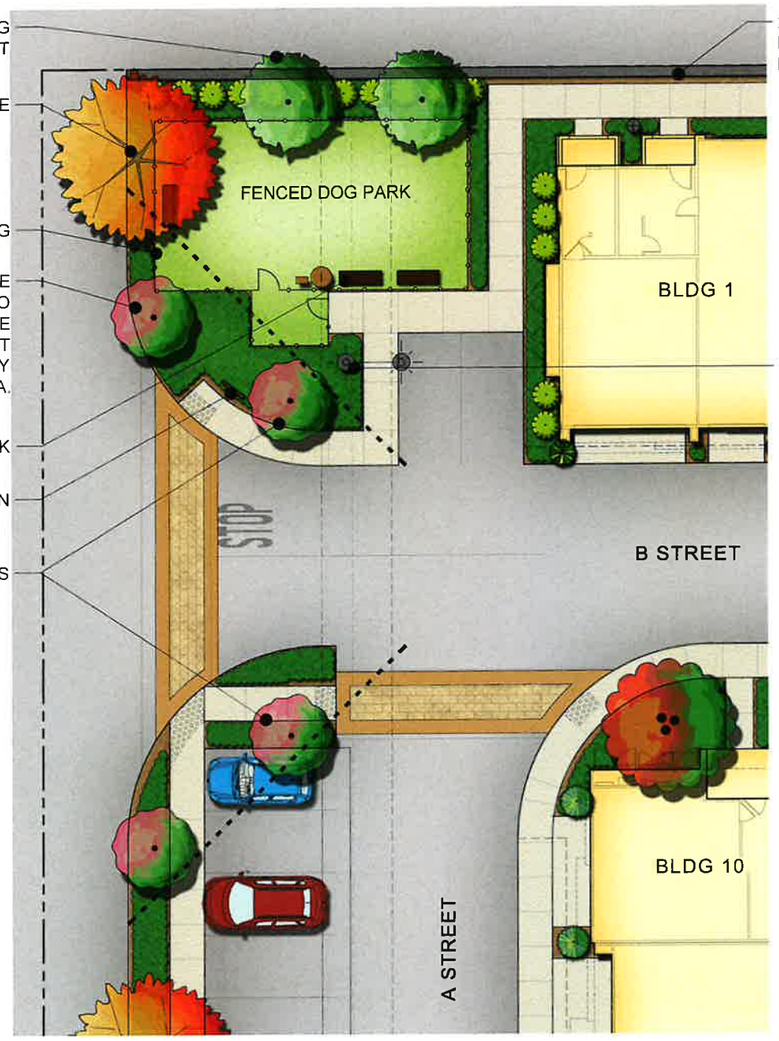
ENLARGEMENT - CENTRAL COMMON AREA
CONCEPTUAL PHASE
MARCH 2022

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700 Ygnacio Valley Road
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Walnut Creek, CA 94596
tel: 925.274.1300
www.vandertoolen.com

SCALE: 1" = 10'-0" NORTH

L-2
Project No. 02921

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'KICK' AREA POLE LIGHT
ARCHITECTURAL AREA LIGHTING

SECONDARY ENTRANCE AND DOG PARK

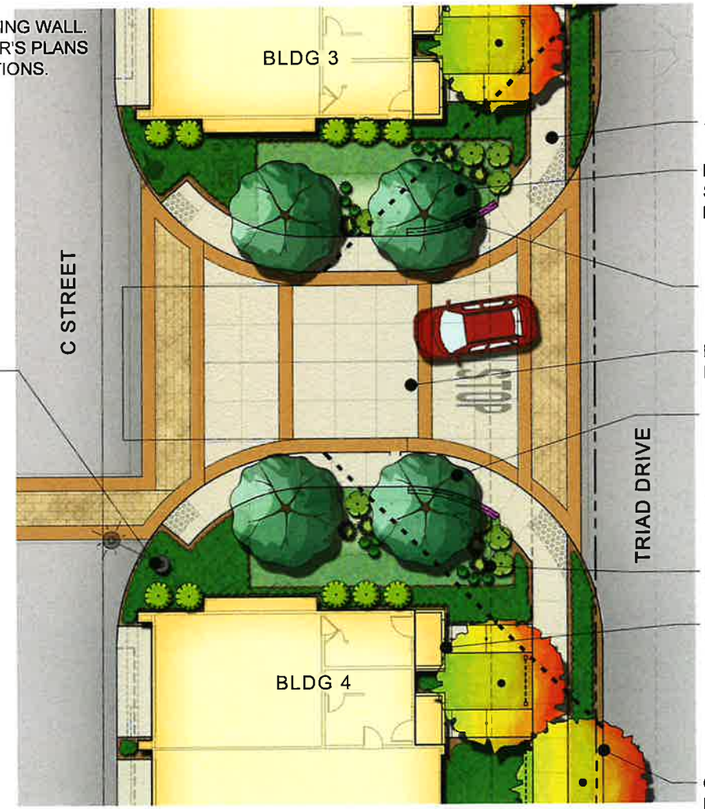




5' TALL DOG PARK FENCING & WASTE STATION



COMPACT DOG PARK



PROJECT ENTRANCE AT TRIAD DRIVE



INSPIRATION IMAGES FOR 36" TALL DECORATIVE FENCE ADJACENT THE SIDEWALK

ENHANCED PAVING PATTERN AT ENTRY DRIVEWAY





PROJECT SIGNAGE - 12" TALL RAISED CORTEN PLANTER WITH 18" TALL SIGN LETTERS LOCATED IN PLANTER. PLANTER SHALL HAVE FLOWERING ACCENT SHRUBS.







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LIVERMORE TOWNHOMES

Livermore, California

ENLARGEMENTS

CONCEPTUAL PHASE
MARCH 2022

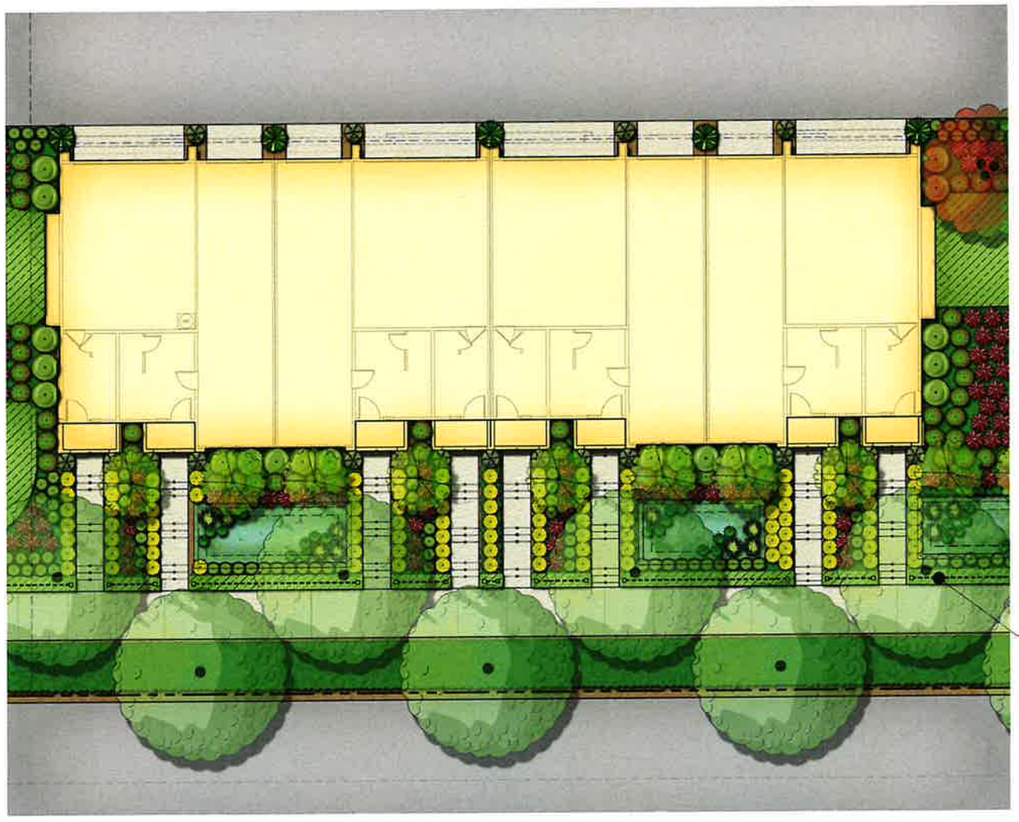
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SCALE: 1" = 10'-0" NORTH

L-3

Project No. 02921

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FRONT YARD PLANTING ENLARGEMENT

PROPOSED PLANT PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME
	LARGE SHRUBS	
	ARCTOSTAPHYLOS SP.	MANZANITA
	DODONEA V. 'PURPUREA'	PURPLE LEAFED HOPSEED BUSH
	GREVILLEA 'NOELLII'	GREVILLEA
	LEUCADENDRON 'JESTER'	CONEBUSH
	LOROPETALUM C. 'RAZZELBERRY'	CHINESE FRINGE FLOWER
	PODOCARPUS M. 'MAKI'	SHRUBBY YEW PINE
	ROMNEYA COULTERI	MATILIJA POPPY
	ROSMARINUS O. 'TUSCAN BLUE'	ROSEMARY
	WESTRINGIA FRUTICOSA	COAST ROSEMARY
	THUJA O. 'EMERALD'	AMERICAN ARBORVITAE
	XYLOSMA C. 'COMPACTA'	DWARF XYLOSMA
	MEDIUM SHRUBS	
	CALLISTEMON V. 'LITTLE JOHN'	**DWARF BOTTLEBRUSH**
	CISTUS SPP.	**ROCKROSE**
	CORREA PULCHRA 'DUSTY BELLS'	**AUSTRALIAN FUSCHIA**
	DIETIES BICOLOR	**FORTNIGHT LILY**
	NANDINA D. 'GULF STREAM'	**GULF STREAM NANDINA**
	NEPETA 'SIX HILLS GIANT'	**CAT MINT**
	PHORMIUM SPP.	**NEW ZEALAND FLAX**
	RHAPHIOLEPIS I. 'PINKIE'	**INDIAN HAWTHORNE**
	SALVIA LEUCANTHA	**MEXICAN BUSH SAGE**
	SALVIA C. 'WINNIFRED GILMAN'	**BLUE SAGE**
	TEUCRIUM F. 'COMPACTUM'	**GERMANDER**
	SMALL SHRUBS	
	ANIGOZANTHOS SPP.	KANGAROO PAW
	NANDINA D. 'FIRE POWER'	FIRE POWER NANDINA
	PENSTEMON H. 'MAGARITA BOP'	PENSTEMON
	GROUNDCOVERS	
	CEANOTHUS G. 'YANKEE POINT'	YANKEE POINT CEANOTHUS
	COPROSMA X. KIRKII	COPROSMA
	COTONEASTER D. 'LOWFAST'	BEARBERRY COTONEASTER
	ERIGERON KARVINSKIANUS	SANTA BARBARA DAISY
	MYOPORUM PARVIFOLIUM	MYOPORUM
	ROSA SPP.	GROUNDCOVER ROSE
	SCAEVOLA A. 'MAUVE CLUSTERS'	FAIRY FAN FLOWER
	SOLLYA HETEROPHYLLA	AUSTRALIAN BLUEBELL CREEPER
	GRASSES	
	CALAMAGROSTIS X A. 'KARL FOERSTER'	FEATHER REED GRASS
	CAREX TUMULICOLA	BERKELEY SEDGE
	CHONDROPETALUM TECTORUM	CAPE RUSH
	FESTUCA MAIREI	ALTAS FESCUE
	LEYMUS C. 'CANYON PRINCE'	GIANT RYE GRASS
	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS
	BIOTREATMENT	
	CAREX NUDATA	CA BLACK FLOWERING SEDGE
	DESCHAMPSIA CESPITOSA	TUFTED HAIRGRASS
	JUNCUS PATENS	CALIFORNIA GRAY RUSH
	BIOFILTRATION SOD	AVAILABLE AT DELTA BLUEGRASS (800) 637-8873

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LIVERMORE TOWNHOMES
Livermore, California

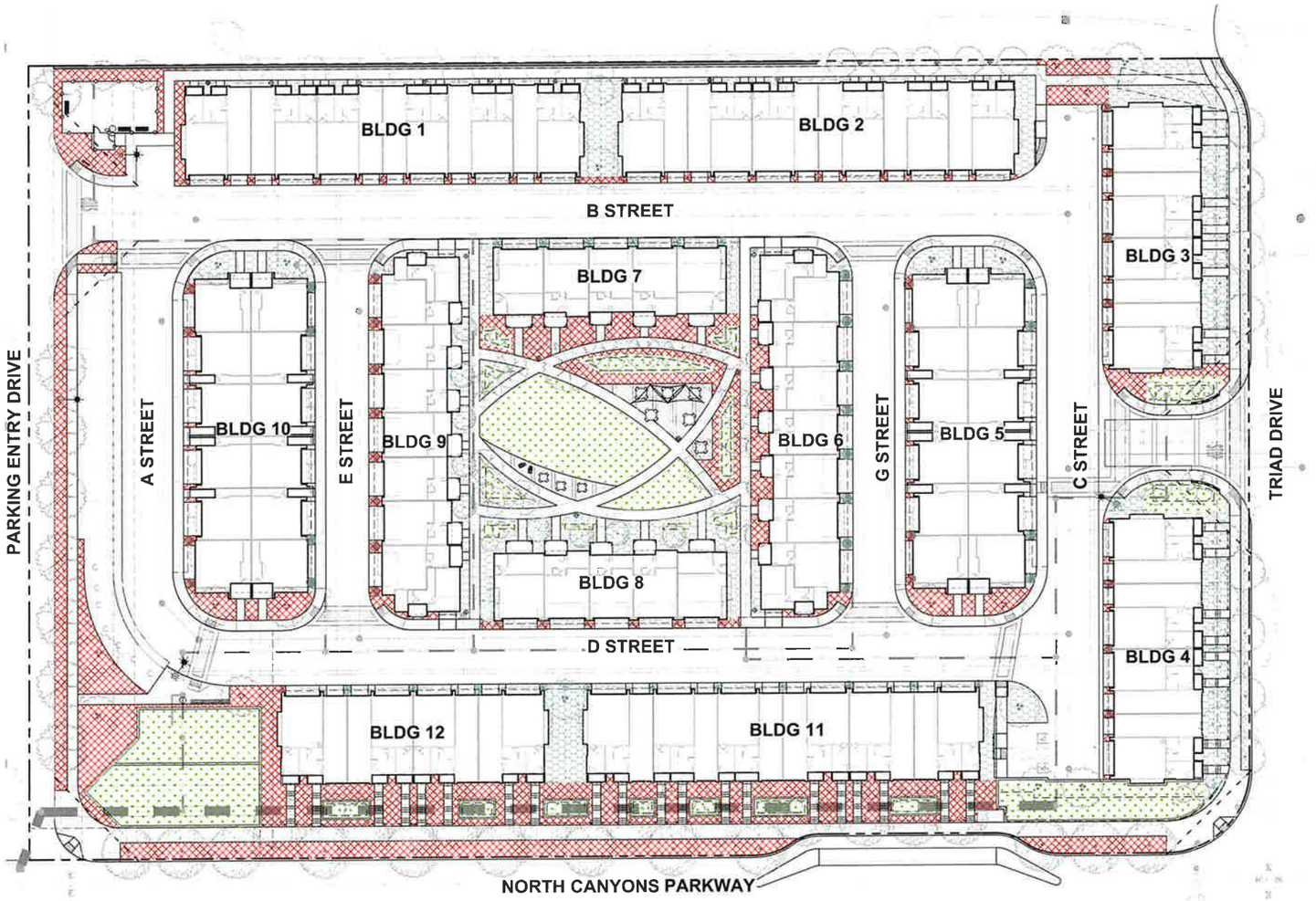
ENLARGEMENT
CONCEPTUAL PHASE
MARCH 2022

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0' 5' 10' 20'
SCALE: 1" = 10'-0"
NORTH

L-4
Project No. 02921

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IRRIGATION CONCEPT STATEMENT

THE IRRIGATION DESIGN FOR THE SITE SHALL COMPLY WITH THE STATE OF CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (TITLE 23 - DIVISION 2-CHAPTER 2.7) AND THE CITY OF LIVERMORE WATER EFFICIENT LANDSCAPE STANDARDS.

THE IRRIGATION SYSTEMS WILL BE AUTOMATICALLY CONTROLLED BY AN ET IRRIGATION CONTROLLER CAPABLE OF MULTIPLE PROGRAMMING AND INDEPENDENT TIMING OF INDIVIDUAL IRRIGATION SYSTEMS. THE CONTROLLER WILL HAVE A 24-HOUR CLOCK TO ALLOW MULTIPLE START TIMES AND REPEAT CYCLES TO ADJUST FOR SOIL PERCOLATION RATES.

THE IRRIGATION SYSTEMS WILL CONSIST PRIMARILY OF LOW VOLUME, LOW FLOW BUBBLERS FOR TREES, POINT SOURCE DRIP IRRIGATION FOR SHRUBS AND GROUNDCOVERS, AND MP ROTATOR IRRIGATION FOR TURF AND BIODETENTION AREA PLANTINGS.

PLANTS WILL BE GROUPED ONTO SEPARATE VALVES ACCORDING TO SUN EXPOSURE AND WATER USE TO ALLOW FOR IRRIGATION APPLICATION BY HYDROZONE. THE IRRIGATION SCHEDULING WILL REFLECT THE REGIONAL EVAPO-TRANSPIRATION RATES. THE ENTIRE SITE WILL BE DESIGNED TO RUN DURING NIGHTTIME HOURS WHEN IRRIGATION IS MOST EFFICIENT.

IRRIGATION NOTES

1. IRRIGATION ZONES: ALL LANDSCAPED AREAS HAVE AN IRRIGATION ZONE DESIGNATION OF "SHRUBS / GROUNDCOVERS/ TREES' OR 'TURF." NO IRRIGATION ZONES FOR ANNUALS AND TURFED SLOPES EXCEEDING 10% ARE PROPOSED.

2. DEPTH OF IRRIGATION LINES: ALL ON-GRADE LATERAL LINES SHALL BE BURIED TO A DEPTH OF 18" MIN. ALL ON-GRADE MAINLINES SHALL BE BURIED TO A DEPTH OF 24" MIN.

3. BACKFLOW PREVENTER: BACKFLOW PREVENTER SHALL BE A REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER (FEBCO 825Y OR EQUAL) TYPE AS APPROVED BY WATER PURVEYOR.

4. IRRIGATION SPRINKLER TYPES: ALL SPRINKLERS SHALL UTILIZE MATCHED PRECIPITATION, PRESSURE COMPENSATING NOZZLES FOR MAXIMUM UNIFORMITY OF DISTRIBUTION. IRRIGATION SYSTEMS TO BE INSPECTED PERIODICALLY FOR BROKEN OR DEFICIENT EQUIPMENT.

5. IRRIGATION CONTROLLERS: CONTROLLER SHALL BE AN AUTOMATIC ET (EVAPOTRANSPIRATION) WITH MULTIPLE PROGRAMMING CAPABILITY. CONTROLLER TO BE REPROGRAMMED SEASONALLY TO MINIMIZE RUNOFF OR OVER WATERING. MOISTURE SENSING DEVICES SHALL BE UTILIZED TO CONTROL IRRIGATION CYCLES ACCORDING TO SPECIFIC IRRIGATION REQUIREMENTS.

6. CLASS OF IRRIGATION PIPE: ALL MAINLINE SHALL BE CLASS 315 PVC. ALL LATERAL LINE SHALL BE CLASS 200 PVC.

7. IRRIGATION EMITTERS: ALL TURF AREAS SHALL BE IRRIGATED USING SUB-SURFACE DRIP TYPE IRRIGATION SYSTEM. ALL SHRUB/ GROUNDCOVER AREAS SHALL BE IRRIGATED USING DRIP IRRIGATION SYSTEM. ALL TREE AREAS SHALL BE IRRIGATED USING BUBBLER IRRIGATION SYSTEM.

8. RECLAIMED WATER: IRRIGATION SYSTEM SHALL BE DESIGNED TO MEET SOUTH BAY WATER RECYCLING PROGRAM REQUIREMENTS FOR FUTURE RECLAIMED WATER SYSTEM.

HYDROZONE LEGEND

- TREES, SHRUBS & GROUNDCOVERS - DRIP IRR SOUTH/ WEST EXPOSURE
- TREES, SHRUBS & GROUNDCOVERS - DRIP IRR NORTH/ EAST EXPOSURE
- TURF & BIO DETENTION AREAS - MP ROTATOR SPRAY

LANDSCAPE AREA

PLANTING TYPE	IRRIGATION TYPE	SQUARE FOOTAGE	PERCENT OF LANDSCAPE
TREES, SHRUBS & GROUNDCOVERS	DRIP	35,493 SF	73%
TURF	MP ROTATOR	3,478 SF	7%
BIO TREATMENT	MP ROTATOR	9,350 SF	20%
TOTAL LANDSCAPE AREA		48,321 SF	100%

WATER EFFICIENT LANDSCAPE WORKSHEET

MAXIMUM APPLIED WATER ALLOWANCE

THE MAXIMUM APPLIED WATER ALLOWANCE (MAWA) IN GALLONS PER YEAR IS BASED ON THE FOLLOWING FORMULA

MAWA = (ETo) (0.62) [(ETAF x LA) + ((1-ETAF) X SLA)]

ETo = ANNUAL EVAPOTRANSPIRATION RATE (IN/YEAR)
ETAF = ET ADJUSTMENT FACTOR (.45 NON RESIDENTIAL, .55 RESIDENTIAL)
LA = TOTAL LANDSCAPE AREA (SQUARE FEET)
0.62 = CONVERSION FACTOR (TO GALLONS/SQUARE FOOT)
SLA = SPECIAL LANDSCAPE AREA (SQUARE FEET)

ESTIMATED TOTAL WATER USE

THE ESTIMATED TOAL WATER USE (ETWU) IS THE SUM TOTAL OF ESTIMATED WATER USE FOR EACH HYDROZONE IN GALLONS PER YEAR AND IS BASED ON THE FOLLOWING FORMULA

ETWU = (ETo) (0.62) (ETAF) (HA)

ETo = ANNUAL EVAPOTRANSPIRATION RATE (IN/YEAR)
HA = HYDROZONE AREA (SQUARE FEET)
0.62 = CONVERSION FACTOR (TO GALLONS/SQUARE FOOT)

REFERENCE EVAPOTRANSPIRATION (ETo) 47.2

HYDROZONE NUMBER	WATER USE (WUCOLS IV)	PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (SQ. FT.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS									
1	LOW	SHRUBS	0.2	DRIP	0.81	0.2	35,344	8,727	255,784
2	HIGH	TURF	0.7	LV.SPRAY	0.75	0.9	3,478	3,246	94,916
3	LOW	TREES	0.2	DRIP	0.81	0.2	427	105	3,080
4	MOD	TREES	0.4	DRIP	0.81	0.5	1,245	615	18,036
5	MOD	BIO RETENTION	0.5	LV.SPRAY	0.75	0.7	9,350	6,233	182,412
							TOTALS (A)	49,845 (B)	18,927	553,883
SPECIAL LANDSCAPE AREA (SLA)									
N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	0	0	0
							TOTALS (C)	0 SQ. FT. (D)	0	0
								ETWU TOTAL		553,883
								MAXIMUM APPLIED WATER ALLOWANCE (MAWA)		654,399

ETAF CALCULATIONS

REGULAR LANDSCAPE AREAS		
TOTAL ETAF X AREA	(B)	18,927
TOTAL AREA	(A)	49,845
AVERAGE ETAF	(B) / (A)	0.38
ALL LANDSCAPE AREAS		
TOTAL ETAF X AREA	(B+D)	18,927
TOTAL AREA	(A+C)	49,845
SITEWIDE ETAF	(B+D) / (A+C)	0.38

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LIVERMORE TOWNHOMES

Livermore, California

HYDROZONE PLAN

CONCEPTUAL PHASE
MARCH 2022

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TREES


ARBUTUS 'MARINA'

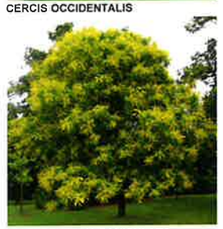

LAURUS 'SARATOGA'


PISTACIA C. 'KEITH DAVEY'


CERCIS OCCIDENTALIS


LAGERSTROEMIA SPP.


PLATANUS A. 'COLUMBIA'


KOELREUTERIA PANICULATA


ACER RUBRUM 'ARMSTRONG'


CARPINUS BETULUS 'FRANS FONTAINE'

LARGE & MEDIUM SHRUBS


SALVIA C. 'WINNIFRED GILMAN'


DODONEA V. 'PURPUREA'


CISTUS SPP.


DIETES VEGETA


CALLISTEMON V. 'LITTLE JOHN'


NANDINA DOMESTICA


RHAPHIOLEPIS SPP.


NEPETA 'SIX HILLS GIANT'


PHORMIUM SPP.

SMALL SHRUBS AND GROUNDCOVERS


PENSTEMON 'MARGARITA BOP'


COTONEASTER D. 'LOWFAST'


SCAEVOLA A. 'MAUVE CLUSTERS'


ANIGOZANTHOS SPP.


COPROSMA X. KIRKII


ERIGERON KARVINSKIANUS

GRASSES AND BIORETENTION


CALAMAGROSTIS 'KARL FOERSTER'


FESTUCA MAIREI


LEYMUS C. 'CANYON PRINCE'


DESCHAMPSIA CESPITOSA


CHONDROPETALUM TECTORUM


BIORETENTION

PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	WATER USE	NATIVE/ ADAPTIVE	SIZE	SPACING	QTY
TREES						
ACER R. 'ARMSTRONG'	ARMSTRONG MAPLE	M	A	15 GAL	N/A	23
ARBUTUS 'MARINA'	MADRONE	L	A	15 GAL	N/A	19
CARPINUS B. 'FRANS FONTAINE'	HORNBEAM	M	A	15 GAL	N/A	18
CERCIS OCCIDENTALIS	WESTERN REDBUD	VL	N	15 GAL	N/A	11
KOELREUTERIA PANICULATA	GOLDENRAIN TREE	M	A	24" BOX	N/A	16
LAGERSTROEMIA I. 'MUSKOGEE'	CRAPE MYRTLE	L	A	24" BOX	N/A	4
LAURUS 'SARATOGA'	SARATOGA SWEET BAY	L	A	15 GAL	N/A	14
PISTACIA C. 'KEITH DAVEY'	CHINESE PISTACHE	L	A	24" BOX	N/A	12
PLATANUS A. 'COLUMBIA'	LONDON PLANE TREE	M	A	24" BOX	N/A	22
QUERCUS R. 'FASTIGIATA SKYROCKET'	SKYROCKET OAK	M	A	15 GAL	N/A	8
				TOTALS		
				15 GAL = 93 TOTAL TREES (63%)		
				24" BOX = 54 TOTAL TREES (37%)		
LARGE SHRUBS						
ARCTOSTAPHYLOS SP.	MANZANITA	L	N	5 GAL	4' O.C.	
DODONEA V. 'PURPUREA'	PURPLE LEAFED HOPSEED BUSH	L	N	5 GAL	5' O.C.	
GREVILLEA 'NOELLII'	GREVILLEA	L	A	5 GAL	4' O.C.	
LEUCADENDRON 'JESTER'	CONEBUSH	L	A	5 GAL	4' O.C.	
LOROPETALUM C. 'RAZZELBERRY'	CHINESE FRINGE FLOWER	L	A	5 GAL	4' O.C.	
PODOCARPUS M. 'MAKI'	SHRUBBY YEW PINE	M	A	15 GAL	4' O.C.	
ROMNEYA COULTERI	MATILIJA POPPY	L	N	5 GAL	8' O.C.	
ROSMARINUS O. 'TUSCAN BLUE'	ROSEMARY	L	A	5 GAL	5' O.C.	
THUJA O. 'EMERALD'	AMERICAN ARBORVITAE	M	A	15 GAL	4' O.C.	
WESTRINGIA FRUTICOSA	COAST ROSEMARY	L	A	5 GAL	5' O.C.	
XYLOSMA C. 'COMPACTA'	DWARF XYLOSMA	L	A	5 GAL	3' O.C.	
MEDIUM SHRUBS						
CALLISTEMON V. 'LITTLE JOHN'	DWARF BOTTLEBRUSH	L	A	5 GAL	3' O.C.	
CISTUS SPP.	ROCKROSE	L	A	5 GAL	4' O.C.	
CORREA PULCHRA 'DUSTY BELLS'	AUSTRALIAN FUSCHIA	L	A	5 GAL	4' O.C.	
DIETES BICOLOR	FORTNIGHT LILY	L	A	5 GAL	3' O.C.	
NANDINA D. 'GULF STREAM'	GULF STREAM NANDINA	L	A	5 GAL	3' O.C.	
NEPETA 'SIX HILLS GIANT'	CAT MINT	L	A	5 GAL	4' O.C.	
PHORMIUM SPP.	NEW ZEALAND FLAX	L	A	5 GAL	3' O.C.	
RHAPHIOLEPIS I. 'PINKIE'	INDIAN HAWTHORNE	L	A	5 GAL	4' O.C.	
SALVIA LEUCANTHA	MEXICAN BUSH SAGE	L	A	5 GAL	4' O.C.	
SALVIA C. 'WINNIFRED GILMAN'	BLUE SAGE	L	N	5 GAL	5' O.C.	
TEUCRIUM F. 'COMPACTUM'	GERMANDER	L	A	5 GAL	4' O.C.	
SMALL SHRUBS						
ANIGOZANTHOS SPP.	KANGAROO PAW	L	A	5 GAL	2' O.C.	
NANDINA D. 'FIRE POWER'	FIRE POWER NANDINA	L	A	5 GAL	2' O.C.	
PENSTEMON H. 'MAGARITA BOP'	PENSTEMON	L	N	5 GAL	3' O.C.	
GROUNDCOVERS						
CEANOTHUS G. 'YANKEE POINT'	YANKEE POINT CEANOTHUS	L	N	1 GAL	2' O.C.	
COPROSMA X. KIRKII	COPROSMA	L	A	1 GAL	2' O.C.	
COTONEASTER D. 'LOWFAST'	BEARBERRY COTONEASTER	L	A	1 GAL	2' O.C.	
ERIGERON KARVINSKIANUS	SANTA BARBARA DAISY	L	A	1 GAL	2' O.C.	
MYOPORUM PARVIFOLIUM	MYOPORUM	L	A	1 GAL	4' O.C.	
ROSA SPP.	GROUNDCOVER ROSE	M	A	2 GAL	2' O.C.	
SCAEVOLA A. 'MAUVE CLUSTERS'	FAIRY FAN FLOWER	L	A	1 GAL	2' O.C.	
SOLLYA HETEROPHYLLA	AUSTRALIAN BLUEBELL CREEPER	L	A	1 GAL	2' O.C.	
GRASSES						
CALAMAGROSTIS X A. 'KARL FOERSTER'	FEATHER REED GRASS	M	A	1 GAL	3' O.C.	
CAREX TUMULICOLA	BERKELEY SEDGE	L	N	1 GAL	2' O.C.	
CHONDROPETALUM TECTORUM	CAPE RUSH	L	A	1 GAL	3' O.C.	
FESTUCA MAIREI	ATLAS FESCUE	L	A	1 GAL	2' O.C.	
LEYMUS C. 'CANYON PRINCE'	GIANT RYE GRASS	L	N	1 GAL	3' O.C.	
MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	L	A	1 GAL	3' O.C.	
BIORETENTION						
CAREX NUDATA	CA BLACK FLOWERING SEDGE	M	N	1 GAL	2' O.C.	
DESCHAMPSIA CESPITOSA	TUFTED HAIRGRASS	L	N	1 GAL	2' O.C.	
JUNCUS PATENS	CALIFORNIA GRAY RUSH	L	N	1 GAL	2' O.C.	
BIOFILTRATION SOD	AVAILABLE AT DELTA BLUEGRASS (800) 637-8873	L	N	SOD		
TURF						
RHIZOMATOUS TALL FESCUE (RTF)	SELF-HEALING TURF	H	A	SOD		
VINE						
BOUGAINVILLEA SPP.	BOUGAINVILLEA	L	A	5 GAL		

NOTES:

1. LANDSCAPE WILL UTILIZE LOW WATER USE PLANT MATERIALS, HYDRO ZONING AND EMPLOY WATER EFFICIENT LOW VOLUME DRIP AND SPRAY IRRIGATION AND SMART CONTROLLERS, SEE L-5 FOR HYDROZONE PLAN AND WATER USE CALCULATIONS.
2. ALL STREET TREES SHOULD BE 24" BOX SIZE AND COMPLY WITH THE CITY OF LIVERMORE STANDARD DETAILS.
3. TWENTY PERCENT OF ALL TREES SHOULD HAVE A 24" BOX CONTAINER SIZE OR LARGER.
4. SHRUBS SHOULD HAVE A MINIMUM 5 GALLON POT SIZE, AND UPRIGHT SHRUBS SHOULD HAVE A MINIMUM HEIGHT OF 18 INCHES AND A MINIMUM SPREAD OF 18 INCHES; SPREADING SHRUBS SHOULD HAVE A MINIMUM SPREAD OF 19 TO 24 INCHES.

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LIVERMORE TOWNHOMES
Livermore, California

PLANT IMAGERY AND PROPOSED PLANT PALETTE
CONCEPTUAL PHASE
MARCH 2022

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L-6
Project No. 02921

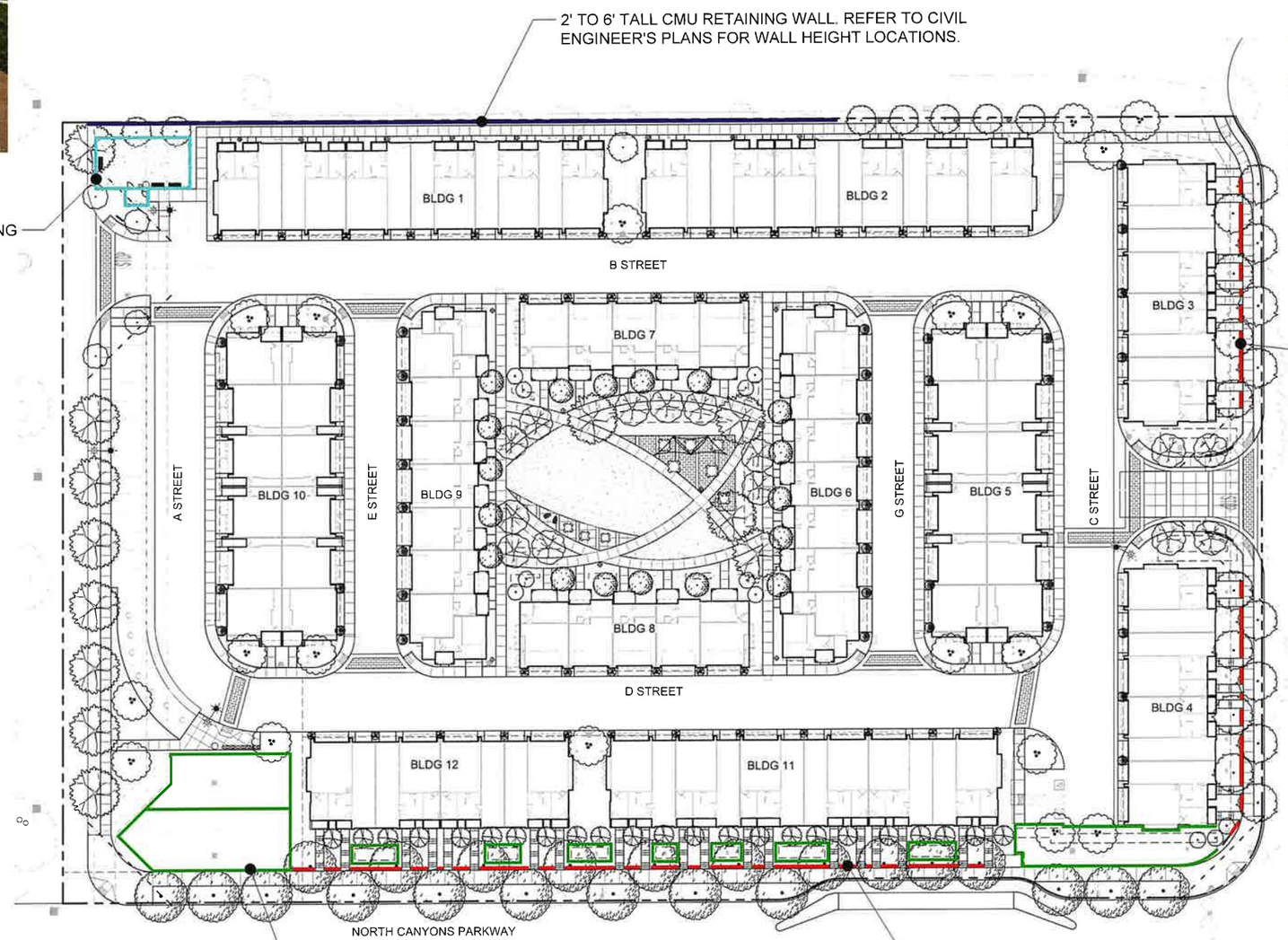
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5' TALL DOG PARK FENCING



2' TO 6' TALL CMU BLOCK RETAINING WALL. COLOR TO BE EARTH-TONED. REFER TO CIVIL ENGINEER'S PLANS FOR WALL HEIGHT LOCATIONS.







1.5' TO 3' TALL BIORETENTION RETAINING WALL PER CIVIL ENGINEER'S PLANS







INSPIRATION IMAGES FOR 36" TALL DECORATIVE FENCE ADJACENT THE SIDEWALK

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LIVERMORE TOWNHOMES
Livermore, California

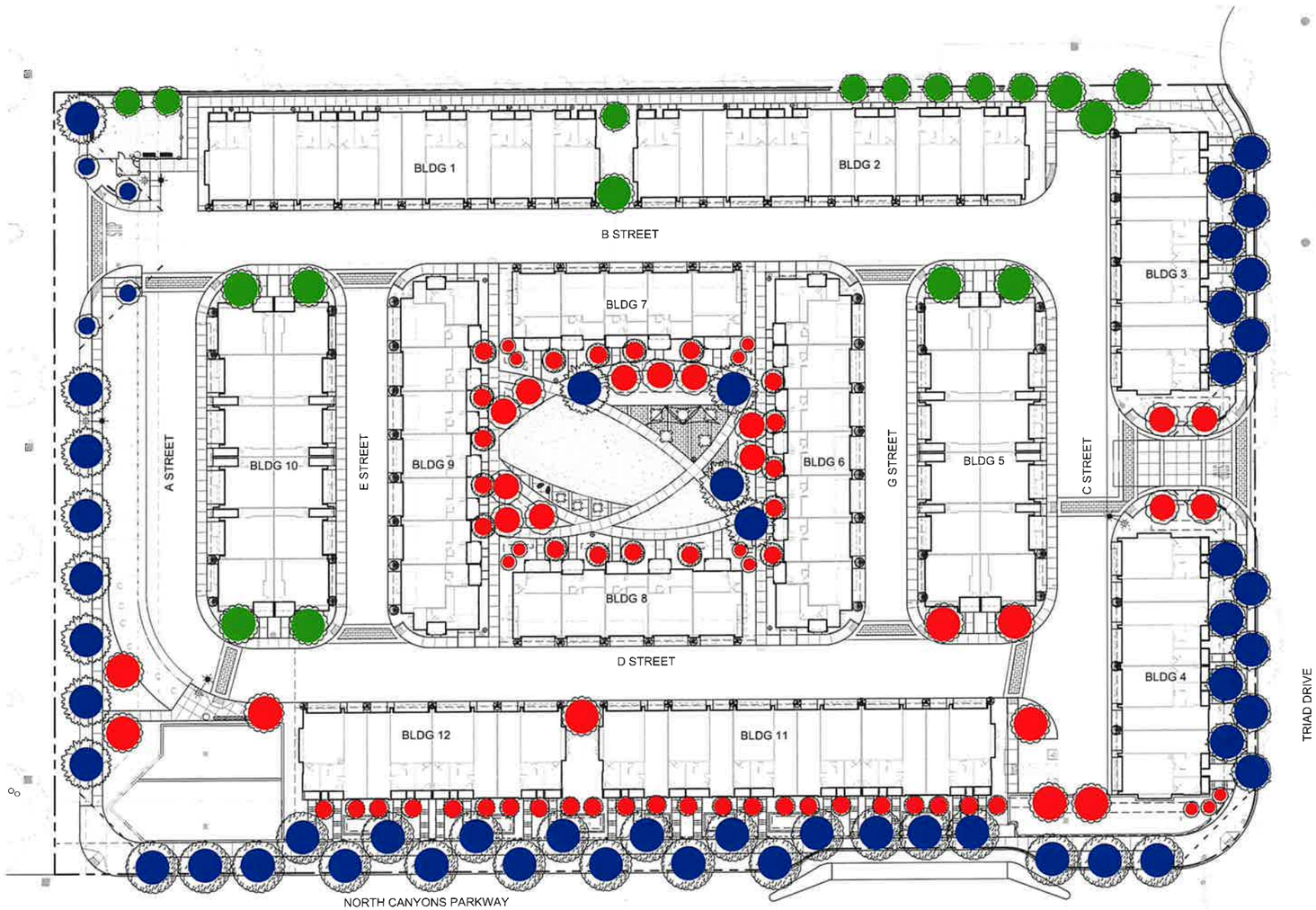
OVERALL FENCE & WALL PLAN
CONCEPTUAL PHASE
MARCH 2022

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SCALE: 1" = 30'-0" (0' 15' 30' 60') NORTH

L-7
Project No. 02921

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TREE MITIGATION LEGEND

SYMBOL	TREE TYPE	PROTECTED TREES TO BE REMOVED	REPLACEMENT RATIO	REQUIRED QUANTITY	PROVIDED QUANTITY
	15 GALLON MITIGATION TREE	25 53% OF 47	3:1	75	75
	15 GALLON MITIGATION TREE (REPLACEMENT FOR TREE IN POOR/VERY POOR HEALTH)	18	1:1	18	18
	24" BOX MITIGATION TREE	22 47% OF 47	2:1	44	54
	TOTAL	65*		137	147

- *65 EXISTING TREES IDENTIFIED PER THE ARBORIST REPORT DATED 8/25/21 FOR N. CANYONS PARKWAY & TRIAD DRIVE, LIVERMORE CA (PREPARED BY ARBORIST: TREES, BUGS, DIRT LANDSCAPE CONSULTING & TRAINING).
  -18 OF THE 65 EXISTING TREES DETERMINED TO BE IN POOR OR VERY POOR HEALTH.
- PER LIVERMORE MUNICIPAL CODE 12.20.230, THE RATIO OF REPLACEMENT TREE FOR AN EXISTING TREE REMOVED SHALL BE:
  (3) 15 GALLON REPLACEMENT TREES FOR EVERY (1) EXISTING TREE
  (2) 24" BOX REPLACEMENT TREES FOR EVERY (1) EXISTING TREE
  (1) 48" BOX REPLACEMENT TREES FOR EVERY (1) EXISTING TREE
  (1) 15 GALLON REPLACEMENT TREE FOR EVERY (1) EXISTING TREE IN POOR OR VERY POOR HEALTH
- (37) PODOCARPUS M. 'MAKI' AND (39) THUJA O. 'EMERALD' ARE NOT COUNTED TOWARDS TREE MITIGATION.

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LIVERMORE TOWNHOMES

Livermore, California

TREE MITIGATION PLAN

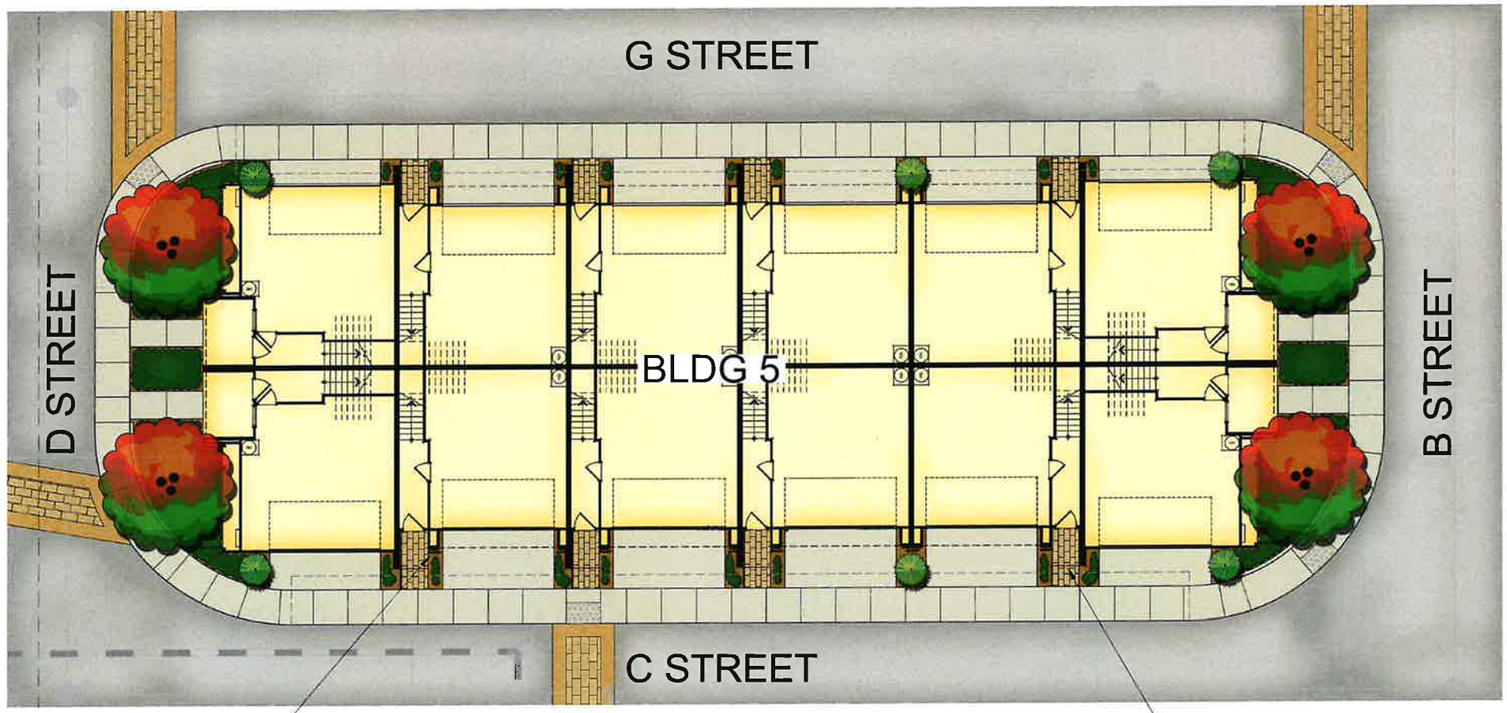
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VINE TRELLIS MOUNTED TO ARCHITECTURE PROJECTIONS

STAMPED COLORED CONCRETE OR ENHANCED SCORING AT FRONT ENTRY WALK. PATTERN AND COLOR TO MATCH CROSSWALKS.



WALL MOUNTED VINE TRELLIS



FLOWERING EVERGREEN VINE



ENHANCED PAVING AT UNIT FRONT ENTRY

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LIVERMORE TOWNHOMES
Livermore, California

ENLARGEMENT - BUILDING 5
CONCEPTUAL PHASE
MARCH 2022

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VTA

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307.075 Triad
Livermore, CA
February 25, 2022

SITE PLAN VIEW
G001

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307.075 Triad
Livermore, CA
February 25, 2022

SITE PLAN VIEW
G002

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307.075 Triad
Livermore, CA
February 25, 2022

5 UNIT RT PERSPECTIVES
G004

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307.075 Triad
Livermore, CA
February 25, 2022

9 UNIT RT PERSPECTIVES
G005

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307.075
Triad
Livermore, CA
February 25, 2022

8 UNIT SF PERSPECTIVES
G006

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307.075 Triad
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February 25, 2022

12 UNIT SF PERSPECTIVES
G007

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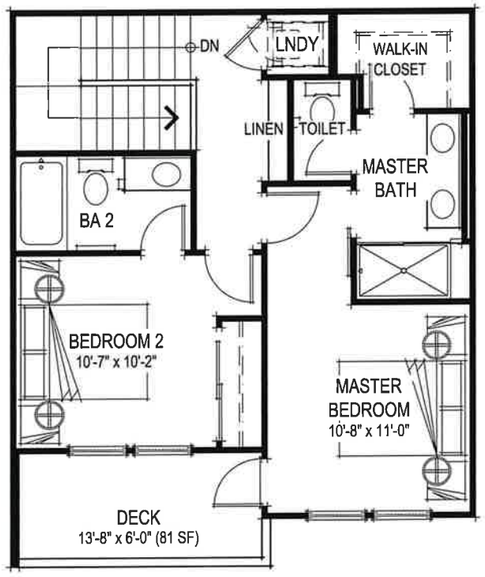


307.075 Triad
Livermore, CA
February 25, 2022

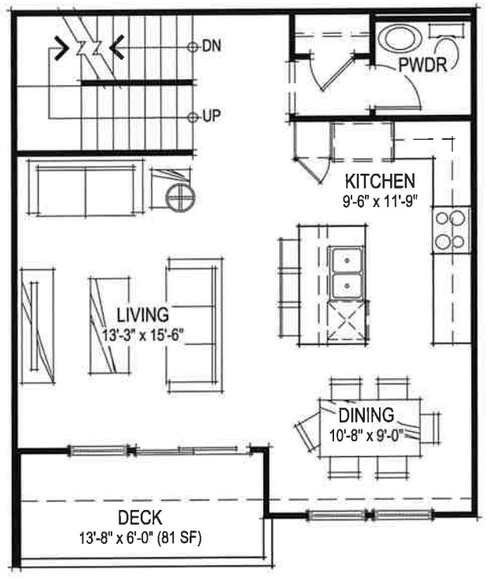
MAIN ENTRY FROM TRIAD DRIVE (FORMERLY COMCAST PLACE)

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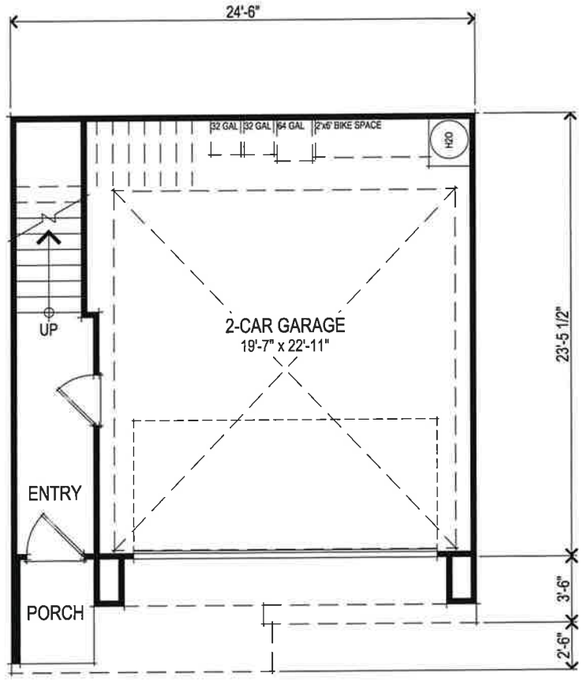
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THIRD FLOOR PLAN



SECOND FLOOR PLAN



PORCH DOES NOT MEET THE MINIMUM DIMENSIONS TO BE COUNTED AS PRIVATE OPEN SPACE SO IT IS NOT INCLUDED

FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	103 SQ. FT.
SECOND FLOOR	617 SQ. FT.
THIRD FLOOR	546 SQ. FT.
TOTAL LIVING	1266 SQ. FT.
2-CAR GARAGE	475 SQ. FT.
PRIVATE OPEN SPACE	162 SQ. FT.

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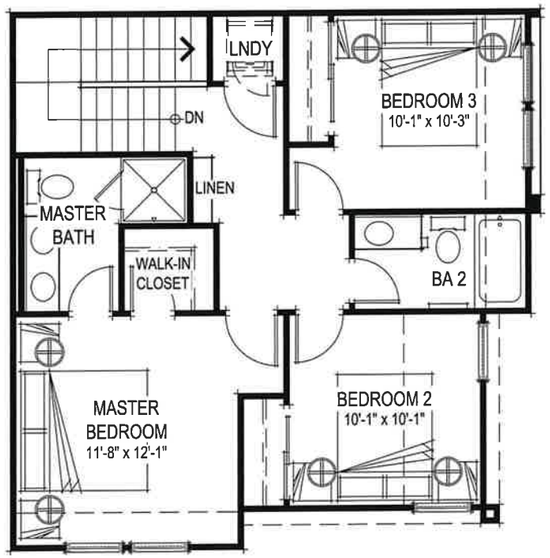
307.075 Triad
Livermore, CA
February 25, 2022

BACK TO BACK TOWNHOMES

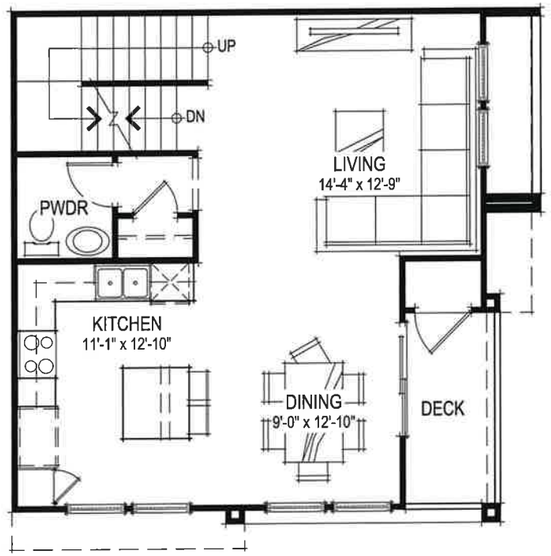
UNIT BB1 FLOOR PLANS
A001

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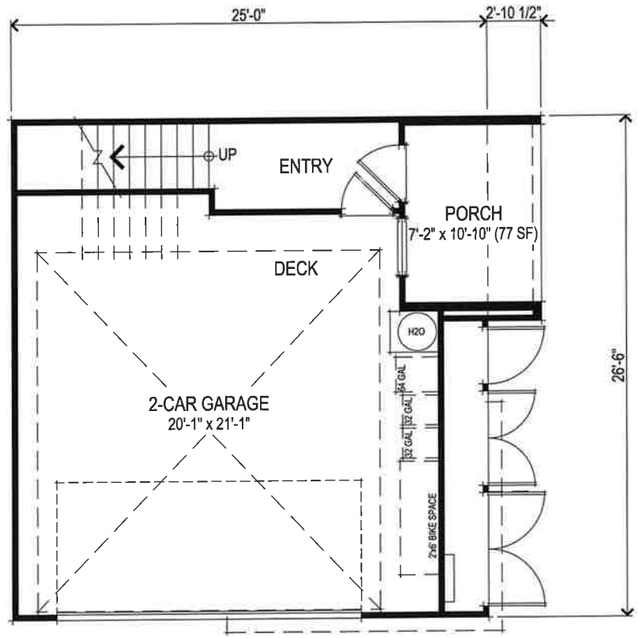


THIRD FLOOR PLAN



DECK DOES NOT MEET THE MINIMUM DIMENSIONS TO BE COUNTED AS PRIVATE OPEN SPACE SO IT IS NOT INCLUDED

SECOND FLOOR PLAN



FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	95 SQ. FT.
SECOND FLOOR	608 SQ. FT.
THIRD FLOOR	656 SQ. FT.
TOTAL LIVING	1359 SQ. FT.
2-CAR GARAGE	487 SQ. FT.
PRIVATE OPEN SPACE	77 SQ. FT.

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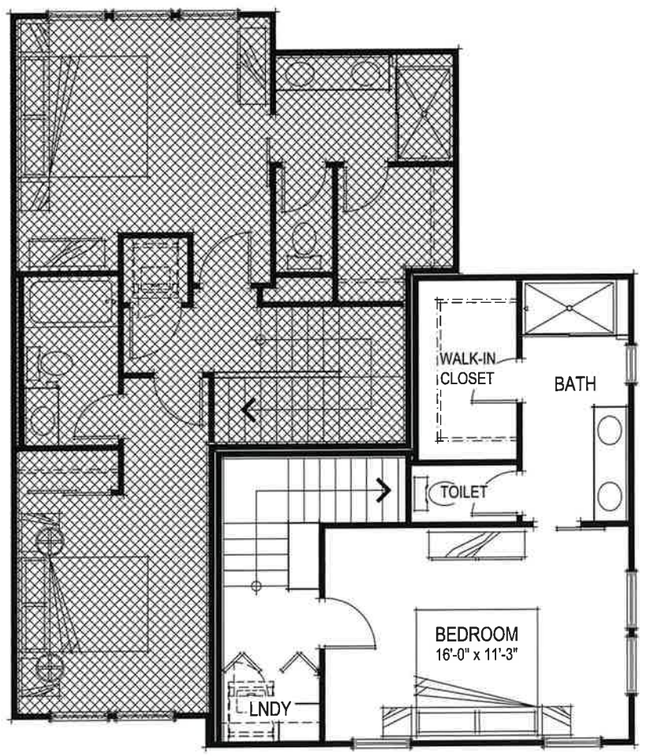
307.075 Triad
Livermore, CA
February 25, 2022

BACK TO BACK TOWNHOMES

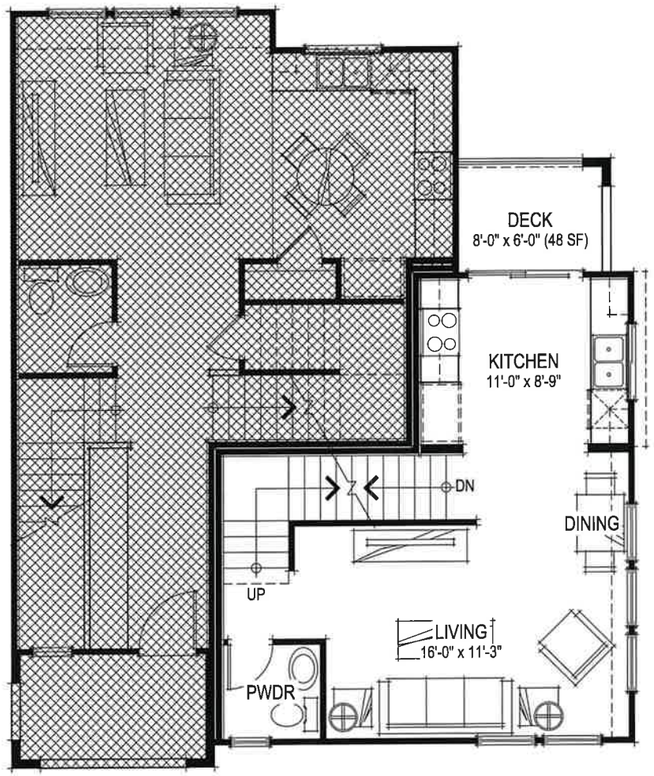
UNIT BB2 FLOOR PLANS
A002

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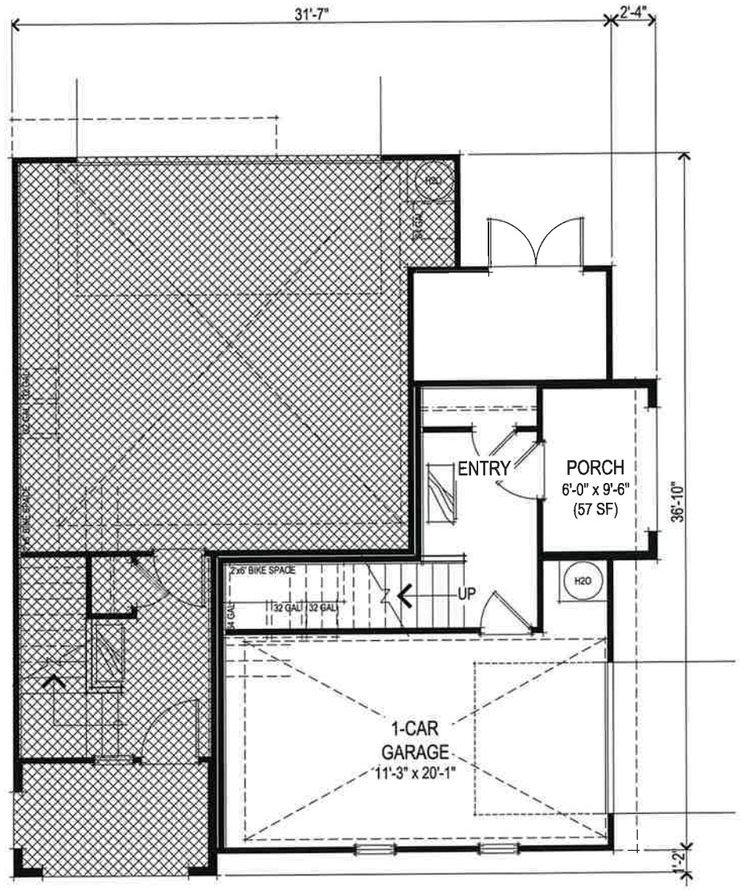
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THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	134 SQ. FT.
SECOND FLOOR	454 SQ. FT.
THIRD FLOOR	403 SQ. FT.
TOTAL LIVING	991 SQ. FT.
1-CAR GARAGE	255 SQ. FT.
PRIVATE OPEN SPACE	105 SQ. FT.

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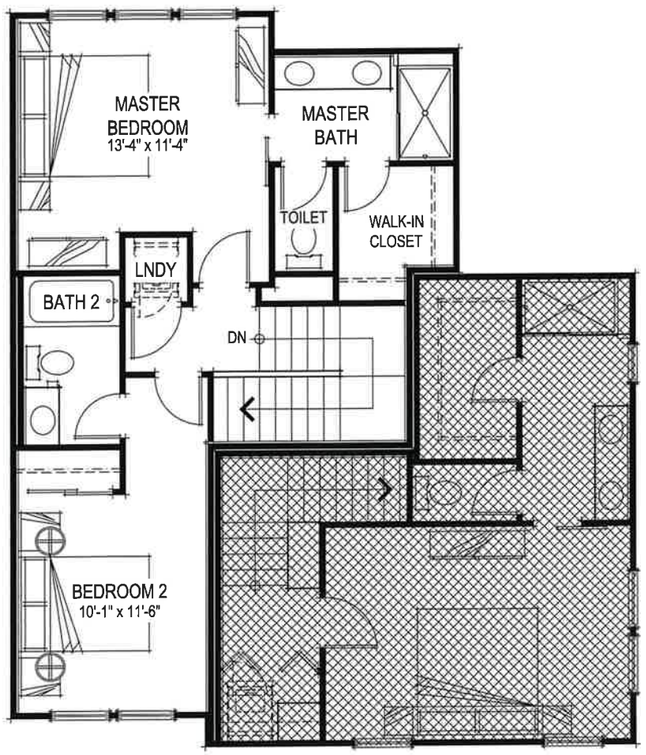
307.075 Triad
Livermore, CA
February 25, 2022

ROW TOWNHOMES

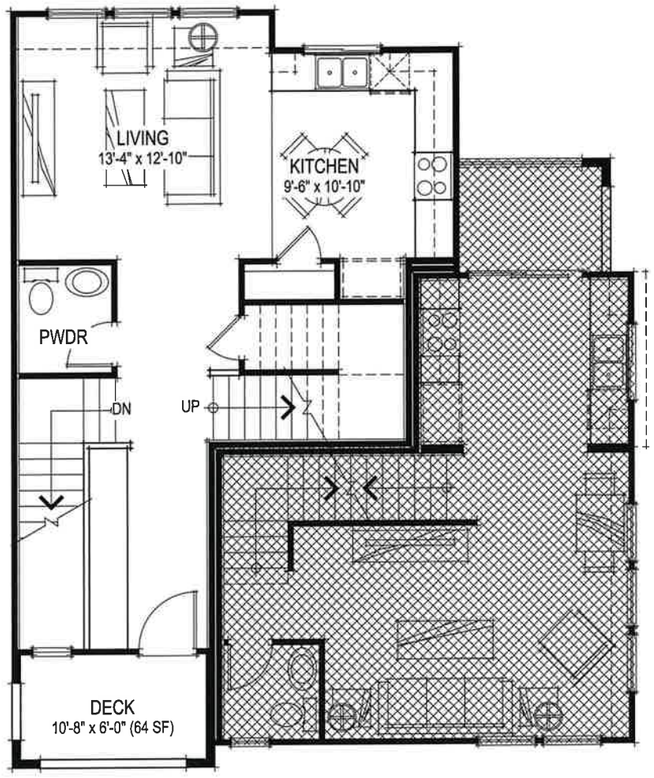
UNIT RT1 FLOOR PLANS
A003

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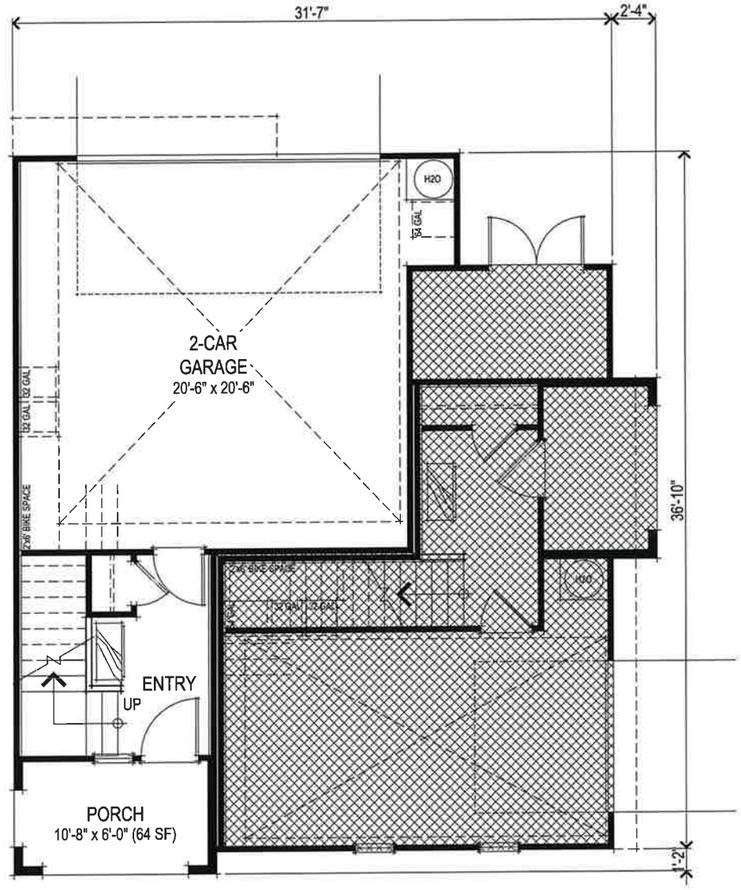
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THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	120 SQ. FT.
SECOND FLOOR	579 SQ. FT.
THIRD FLOOR	587 SQ. FT.
TOTAL LIVING	1286 SQ. FT.
2-CAR GARAGE	459 SQ. FT.
PRIVATE OPEN SPACE	128 SQ. FT.

0 1' 2' 3' 4' 8'

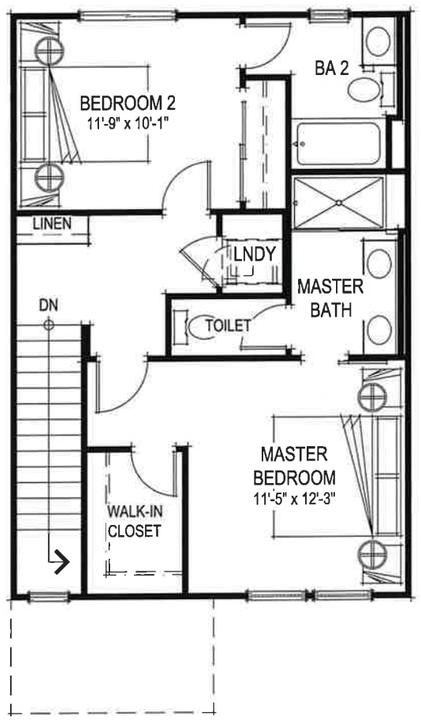
307.075 Triad
Livermore, CA
February 25, 2022

ROW TOWNHOMES

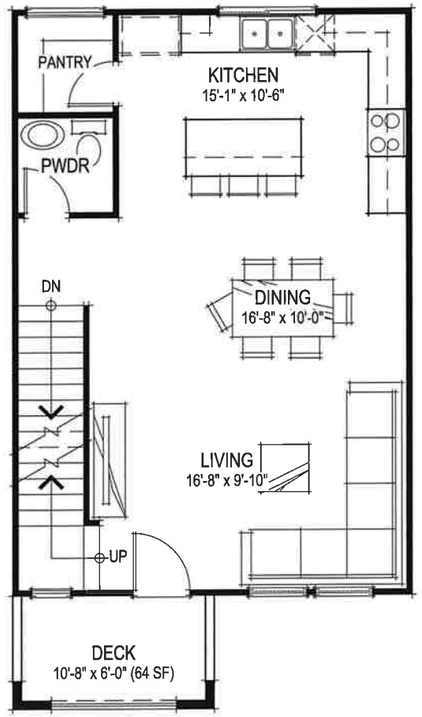
UNIT RT2 FLOOR PLANS
A004

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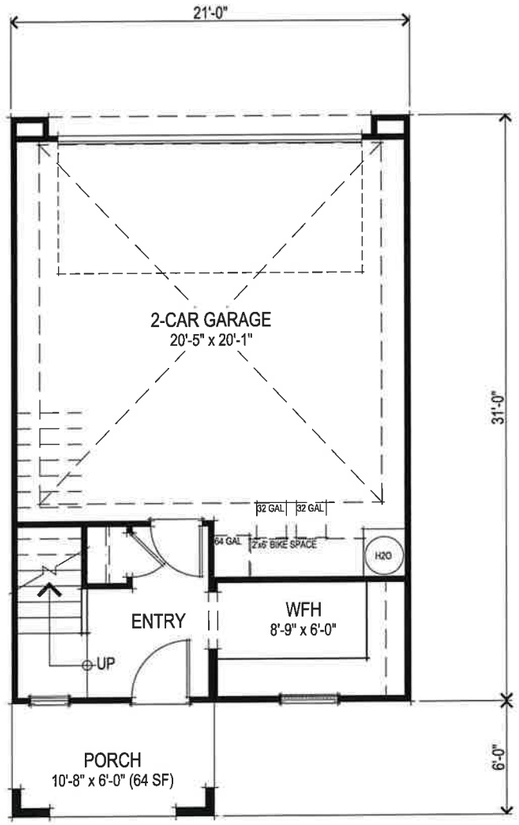
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THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	172 SQ. FT.
SECOND FLOOR	654 SQ. FT.
THIRD FLOOR	599 SQ. FT.
TOTAL LIVING	1425 SQ. FT.
2-CAR GARAGE	461 SQ. FT.
PRIVATE OPEN SPACE	128 SQ. FT.

0 1' 2' 3' 4' 8'

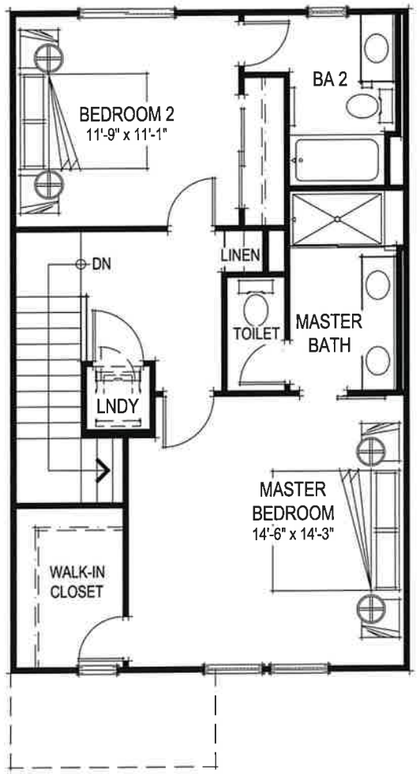
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Livermore, CA
February 25, 2022

ROW TOWNHOMES

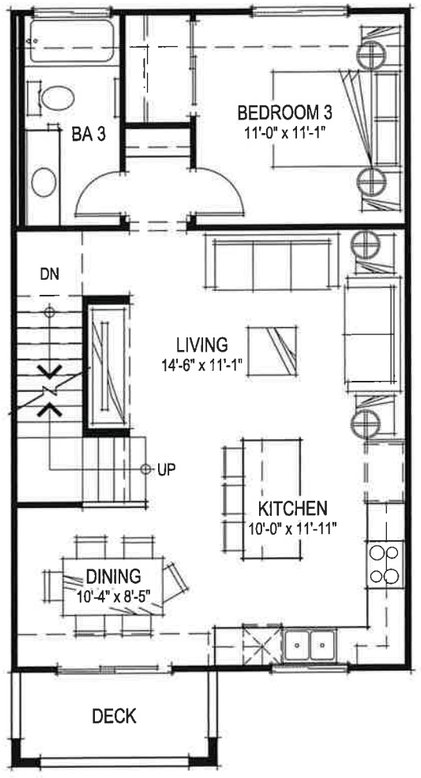
UNIT RT3 FLOOR PLANS
A005

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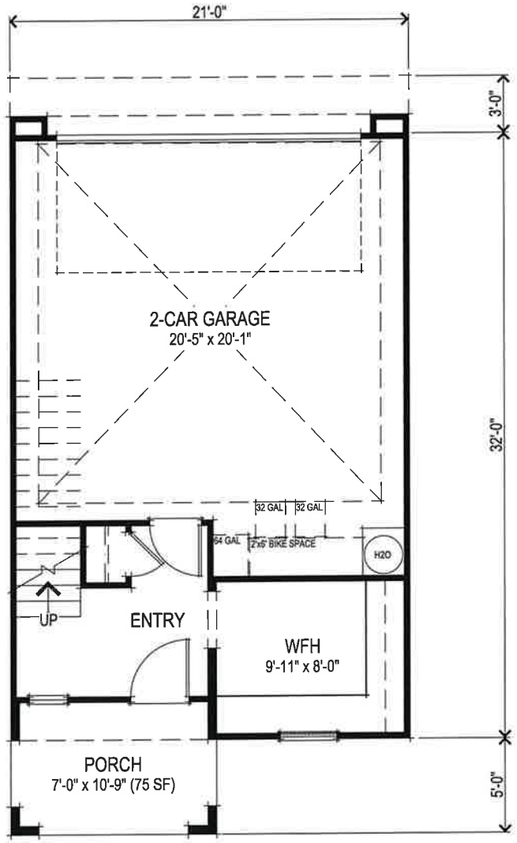


THIRD FLOOR PLAN



DECK DOES NOT MEET THE MINIMUM DIMENSIONS TO BE COUNTED AS PRIVATE OPEN SPACE SO IT IS NOT INCLUDED

SECOND FLOOR PLAN



FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	193 SQ. FT.
SECOND FLOOR	738 SQ. FT.
THIRD FLOOR	678 SQ. FT.
TOTAL LIVING	1609 SQ. FT.
2-CAR GARAGE	461 SQ. FT.
PRIVATE OPEN SPACE	75 SQ. FT.

0 1' 2' 3' 4' 8'

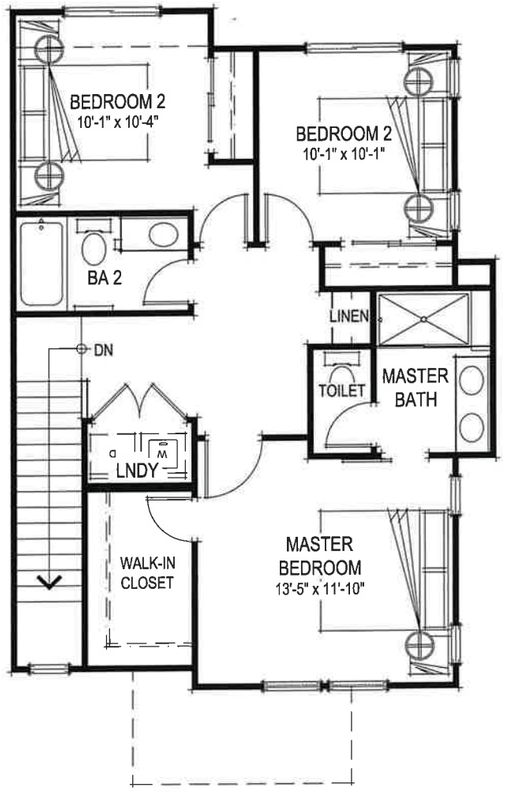
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Livermore, CA
February 25, 2022

ROW TOWNHOMES

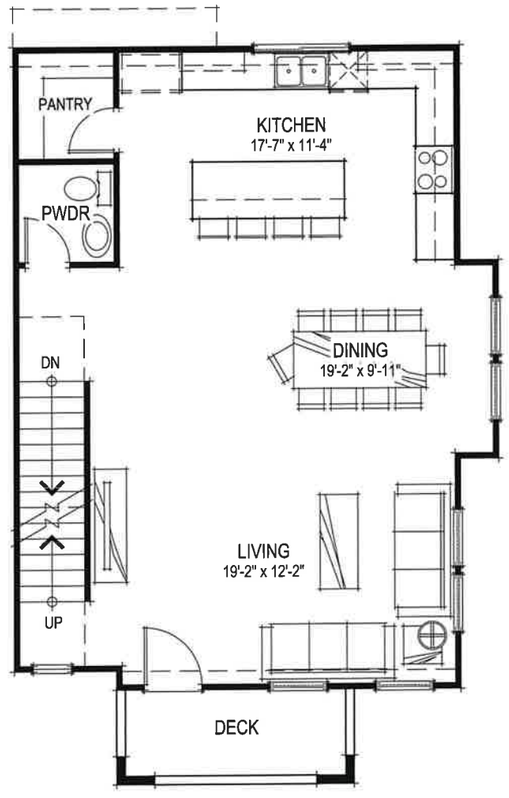
UNIT RT4 FLOOR PLANS
A006

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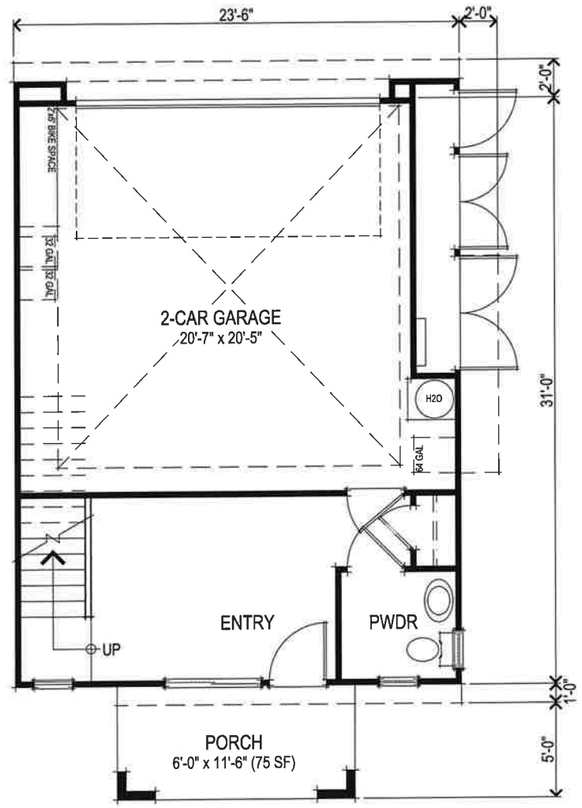


THIRD FLOOR PLAN



DECK DOES NOT MEET THE MINIMUM DIMENSIONS TO BE COUNTED AS PRIVATE OPEN SPACE SO IT IS NOT INCLUDED

SECOND FLOOR PLAN



FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	242 SQ. FT.
SECOND FLOOR	816 SQ. FT.
THIRD FLOOR	763 SQ. FT.
TOTAL LIVING	1821 SQ. FT.
2-CAR GARAGE	454 SQ. FT.
PRIVATE OPEN SPACE	75 SQ. FT.

0 1' 2' 3' 4' 8'

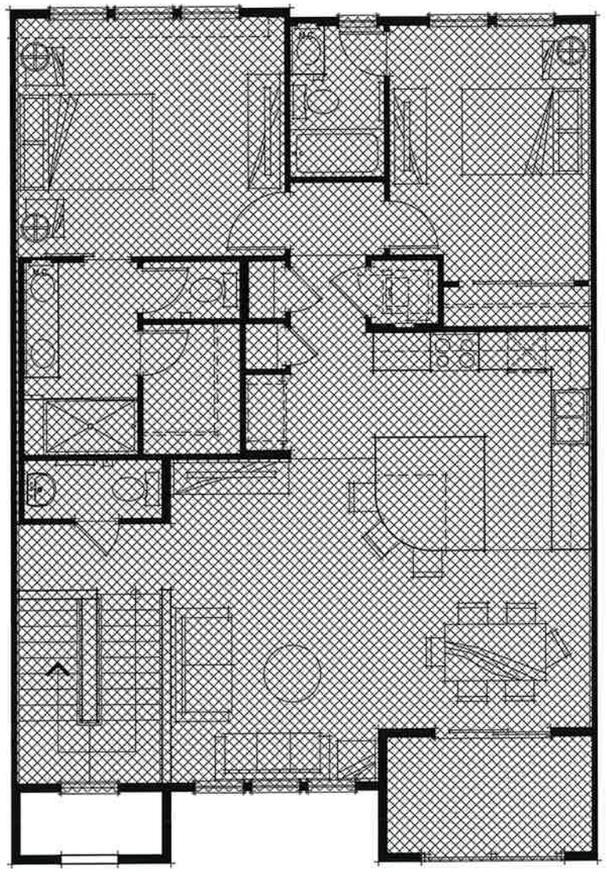
307.075 Triad
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February 25, 2022

ROW TOWNHOMES

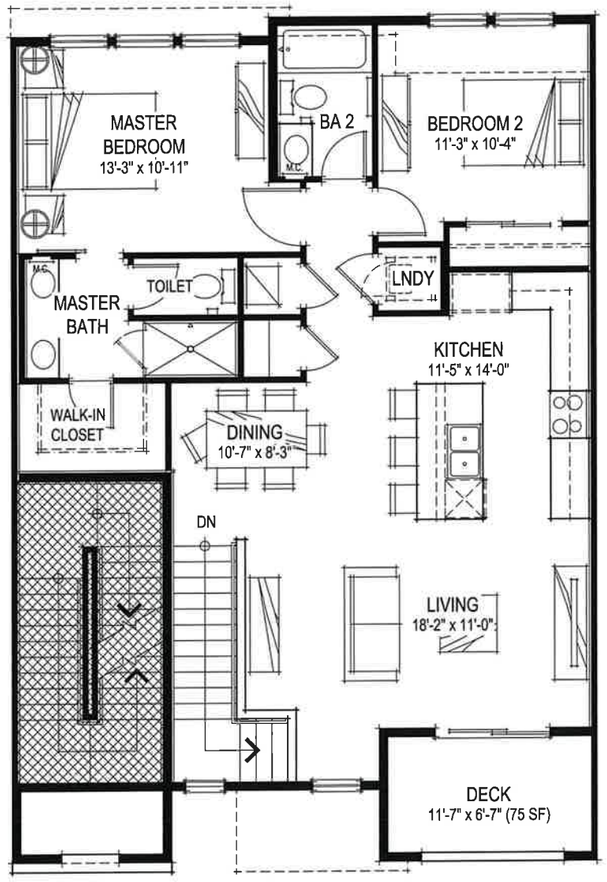
UNIT RT5 FLOOR PLANS
A007

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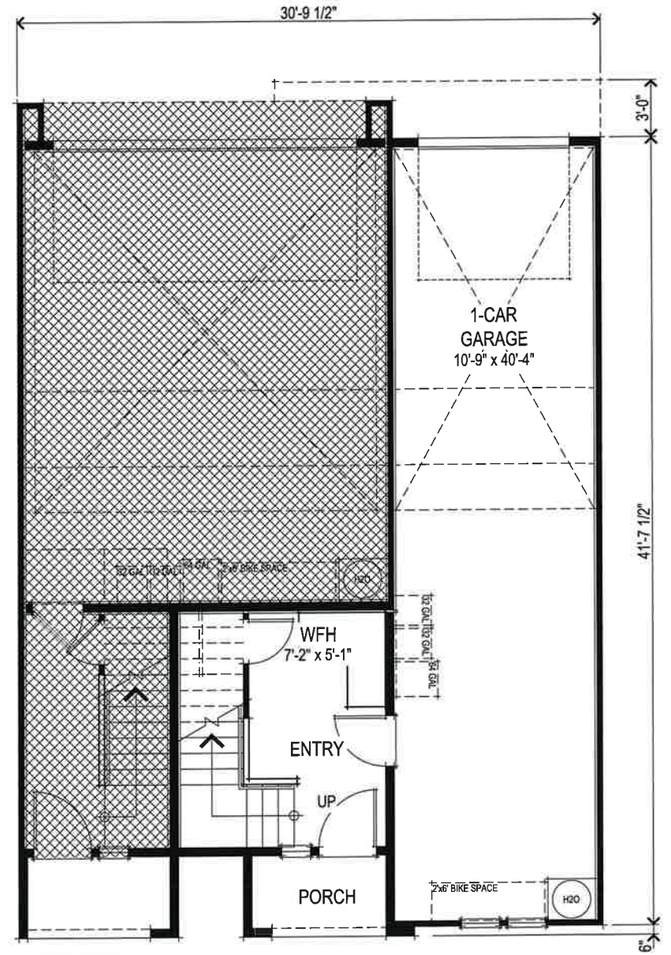
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THIRD FLOOR PLAN



SECOND FLOOR PLAN



PORCH DOES NOT MEET THE MINIMUM DIMENSIONS TO BE COUNTED AS PRIVATE OPEN SPACE SO IT IS NOT INCLUDED

FIRST FLOOR PLAN

UNIT 1 SQUARE FOOTAGES	
FIRST FLOOR	153 SQ. FT.
SECOND FLOOR	1030 SQ. FT.
TOTAL LIVING	1183 SQ. FT.
1-CAR GARAGE	465 SQ. FT.
PRIVATE OPEN SPACE	75 SQ. FT.

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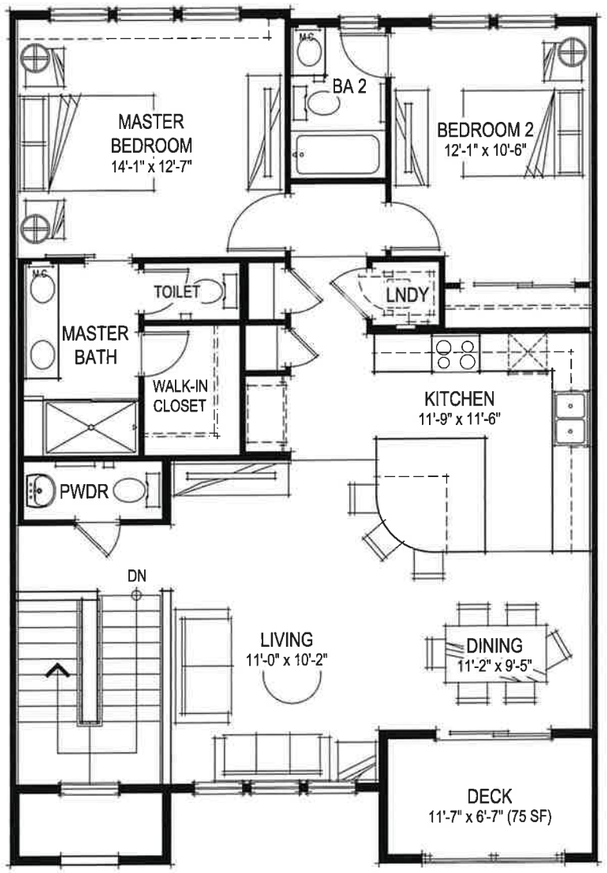
307.075 Triad
Livermore, CA
February 25, 2022

STACKED FLATS

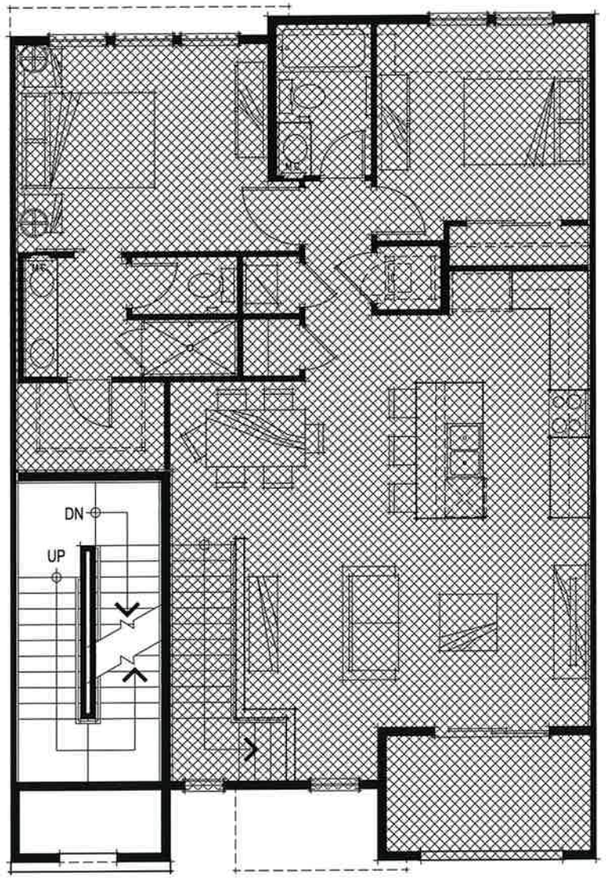
UNIT SF1 FLOOR PLANS
A008

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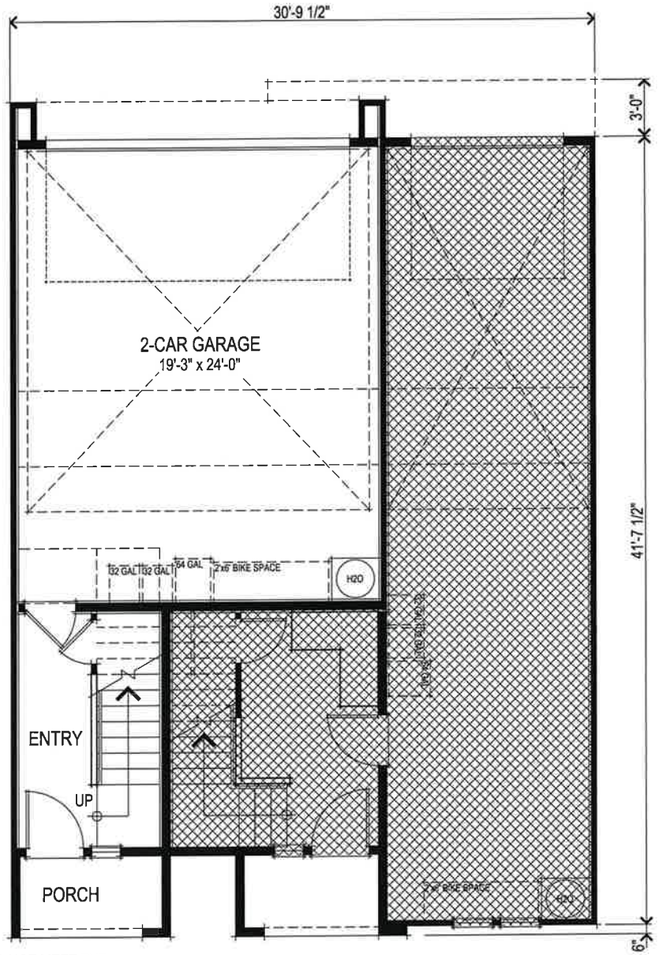
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THIRD FLOOR PLAN



SECOND FLOOR PLAN



PORCH DOES NOT MEET THE MINIMUM DIMENSIONS TO BE COUNTED AS PRIVATE OPEN SPACE SO IT IS NOT INCLUDED

FIRST FLOOR PLAN

UNIT 2 SQUARE FOOTAGES	
FIRST FLOOR	110 SQ. FT.
SECOND FLOOR (STAIRS)	137 SQ. FT.
THIRD FLOOR	1154 SQ. FT.
TOTAL LIVING	1401 SQ. FT.
2-CAR GARAGE	483 SQ. FT.
PRIVATE OPEN SPACE	75 SQ. FT.

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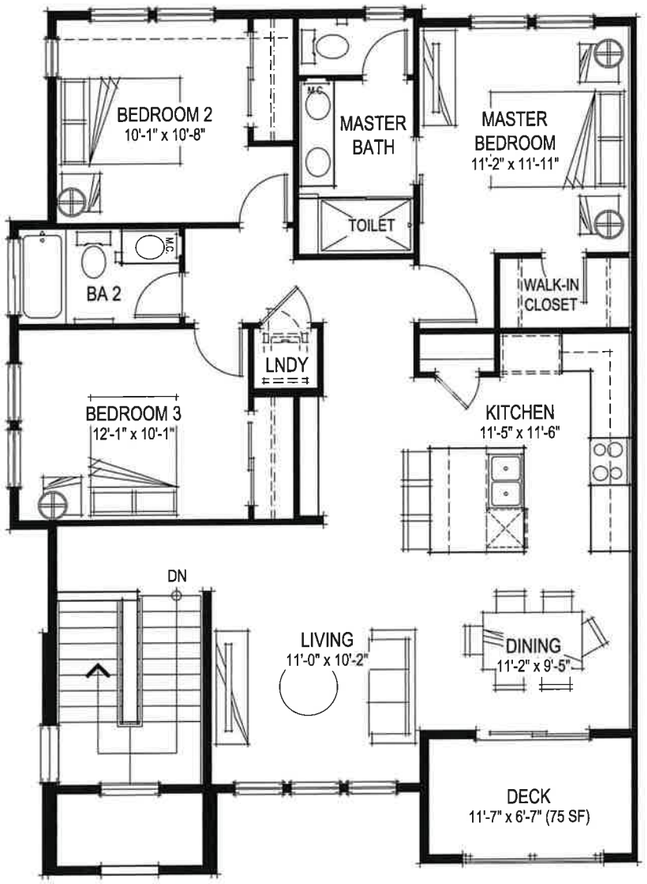
307.075 Triad
Livermore, CA
February 25, 2022

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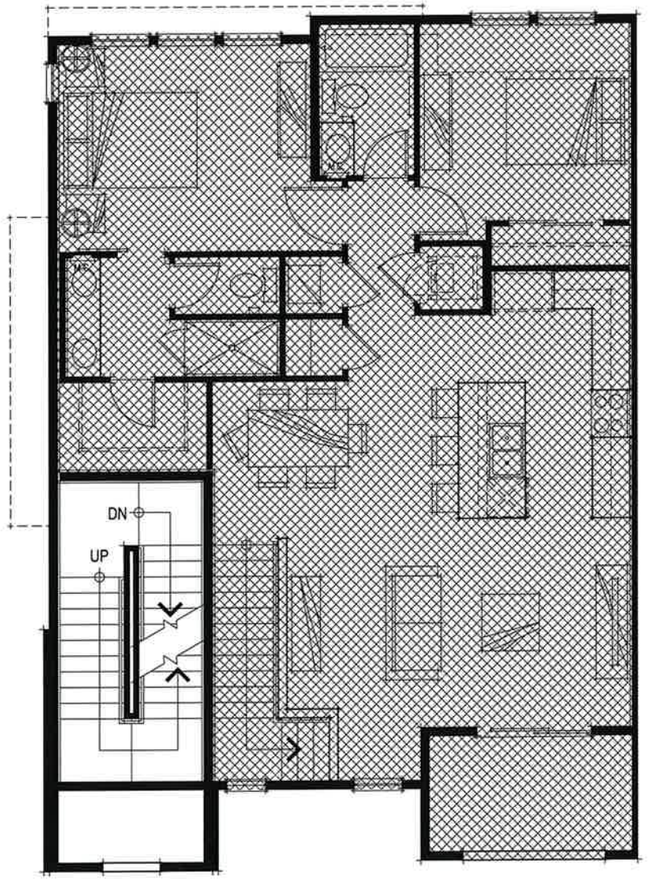
UNIT SF2 FLOOR PLANS
A009

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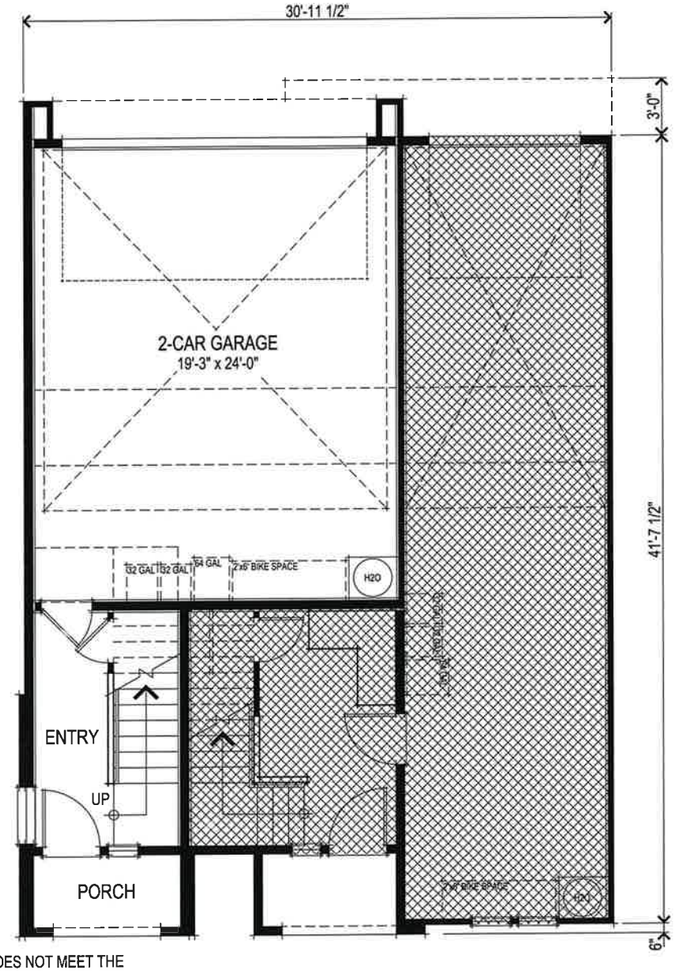
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THIRD FLOOR PLAN



SECOND FLOOR PLAN



PORCH DOES NOT MEET THE MINIMUM DIMENSIONS TO BE COUNTED AS PRIVATE OPEN SPACE SO IT IS NOT INCLUDED

FIRST FLOOR PLAN

UNIT 3 SQUARE FOOTAGES	
FIRST FLOOR	112 SQ. FT.
SECOND FLOOR (STAIRS)	139 SQ. FT.
THIRD FLOOR	1193 SQ. FT.
TOTAL LIVING	1444 SQ. FT.
2-CAR GARAGE	486 SQ. FT.
PRIVATE OPEN SPACE	75 SQ. FT.

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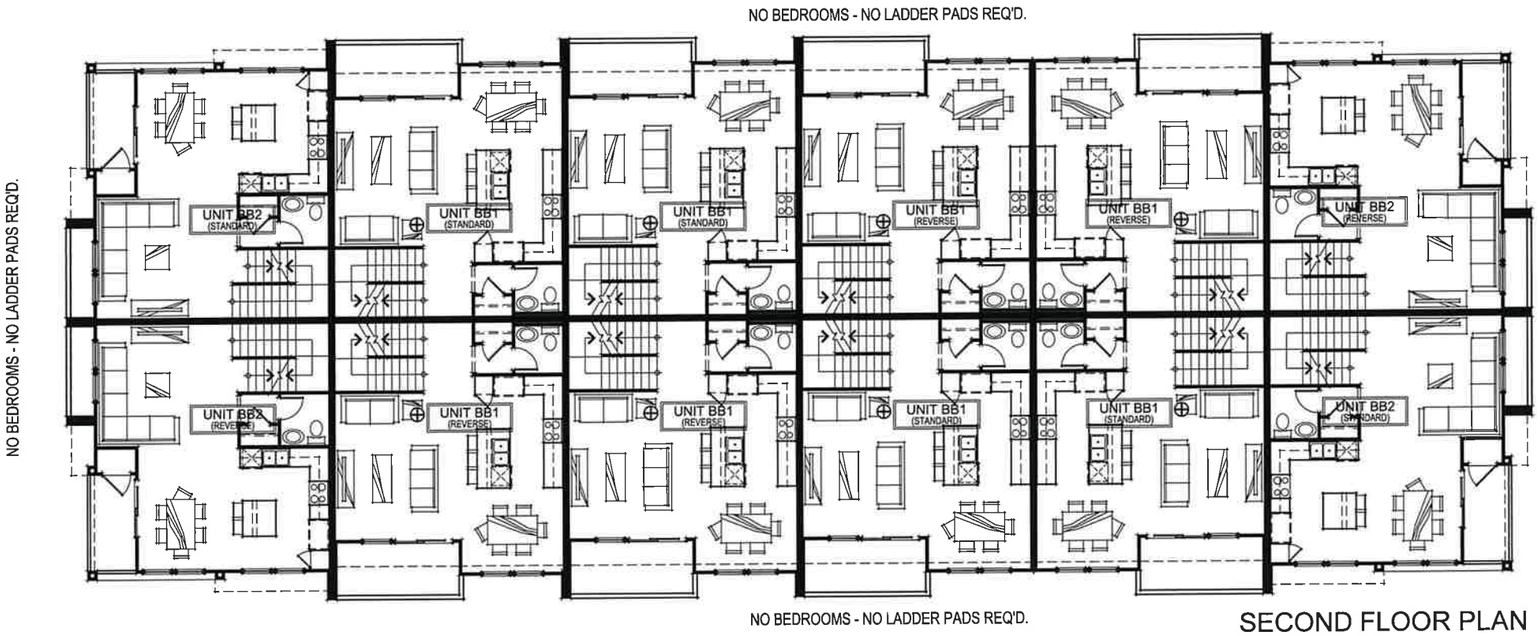
307.075 Triad
Livermore, CA
February 25, 2022

STACKED FLATS

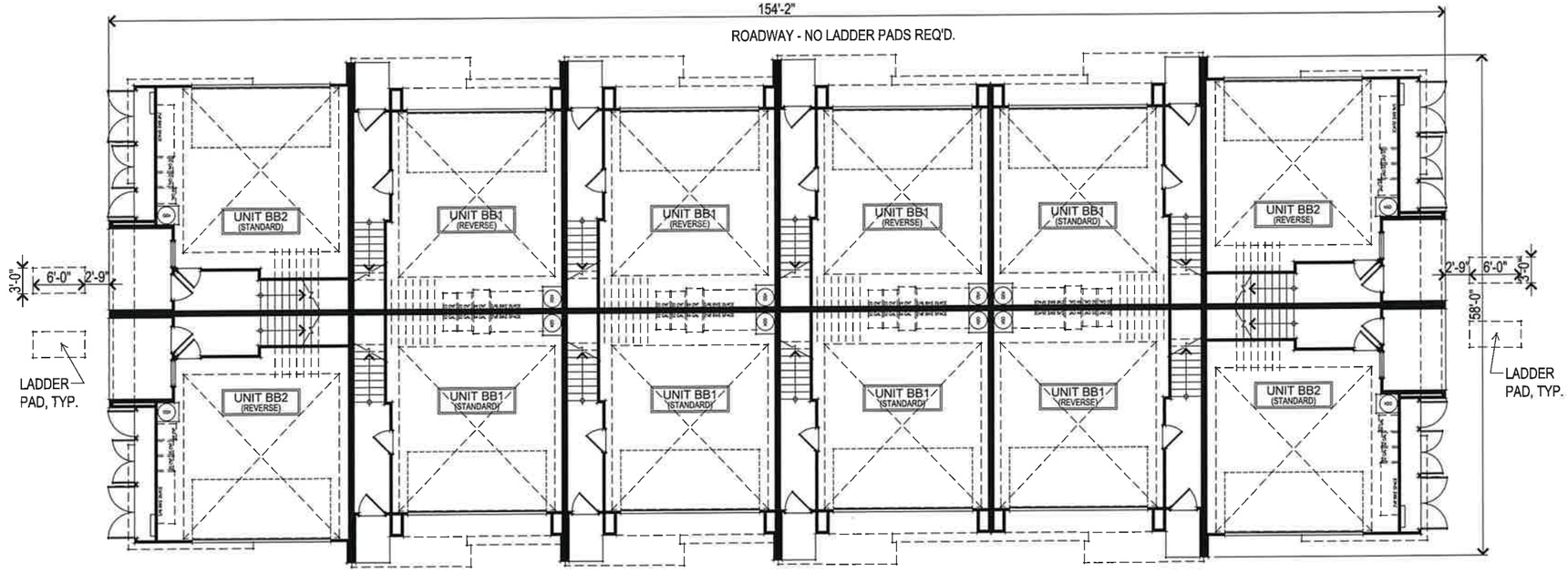
UNIT SF3 FLOOR PLANS
A010

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SECOND FLOOR PLAN



FIRST FLOOR PLAN

0 2' 4' 6 8' 16'

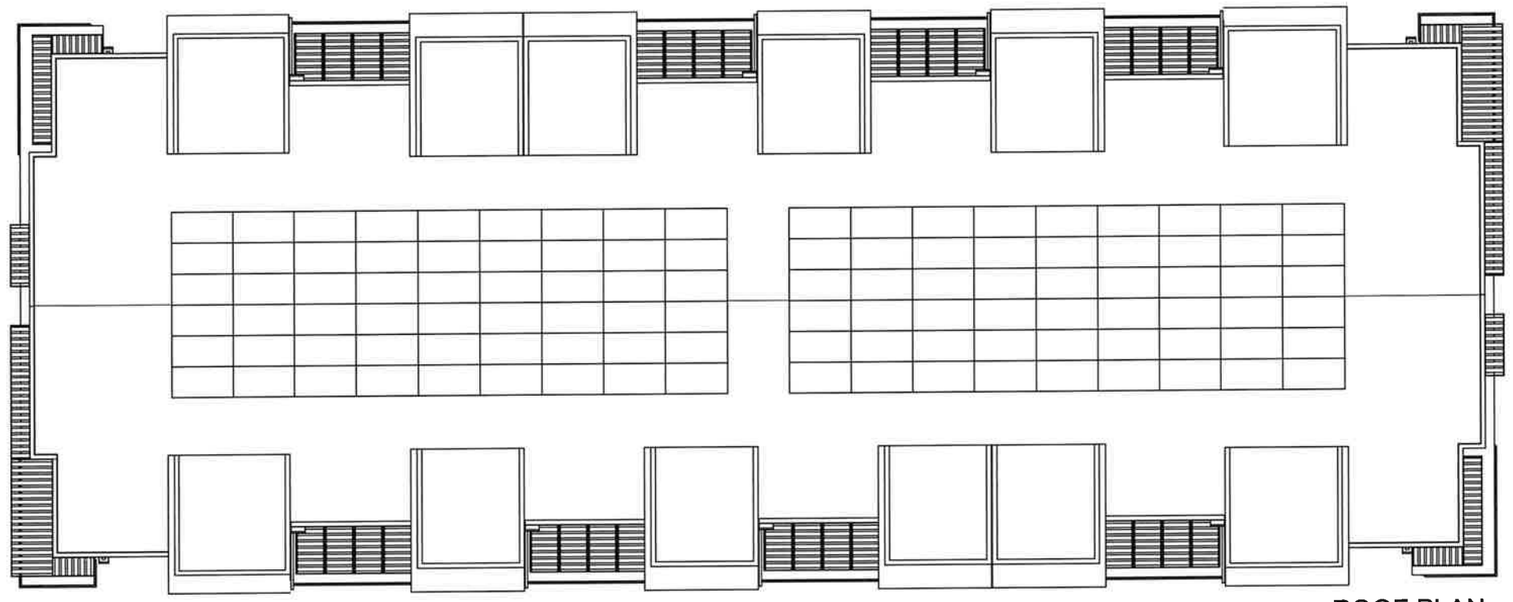
307.075 Triad
Livermore, CA
February 25, 2022

BACK TO BACK TOWNHOMES

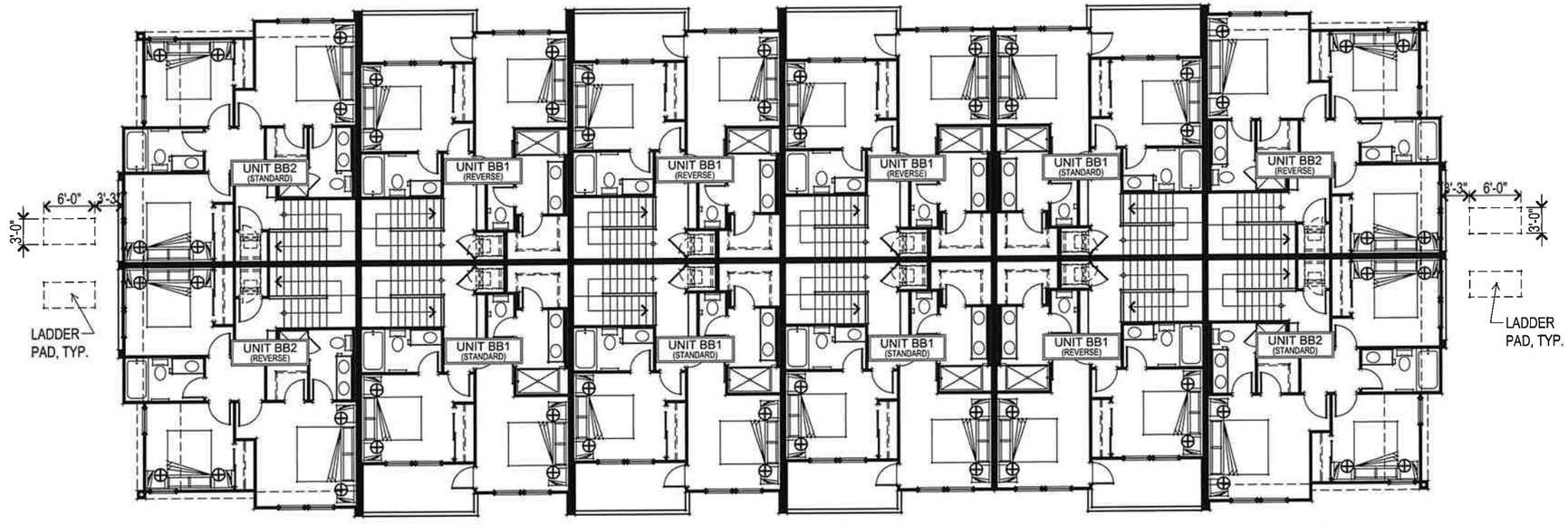
12 UNIT B2B BLDG FIRST & SECOND FLOOR PLANS
A011

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ROOF PLAN



THIRD FLOOR PLAN

0 2' 4' 6 8' 16'

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Livermore, CA
February 25, 2022

BACK TO BACK TOWNHOMES

12UNIT B2B BLDG THIRD FLOOR & ROOF PLANS
A012

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TYPICAL SIDE ELEVATION



TYPICAL FRONT/REAR ELEVATION

0 2' 4' 6 8' 16'

307.075 Triad
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February 25, 2022

BACK TO BACK TOWNHOMES

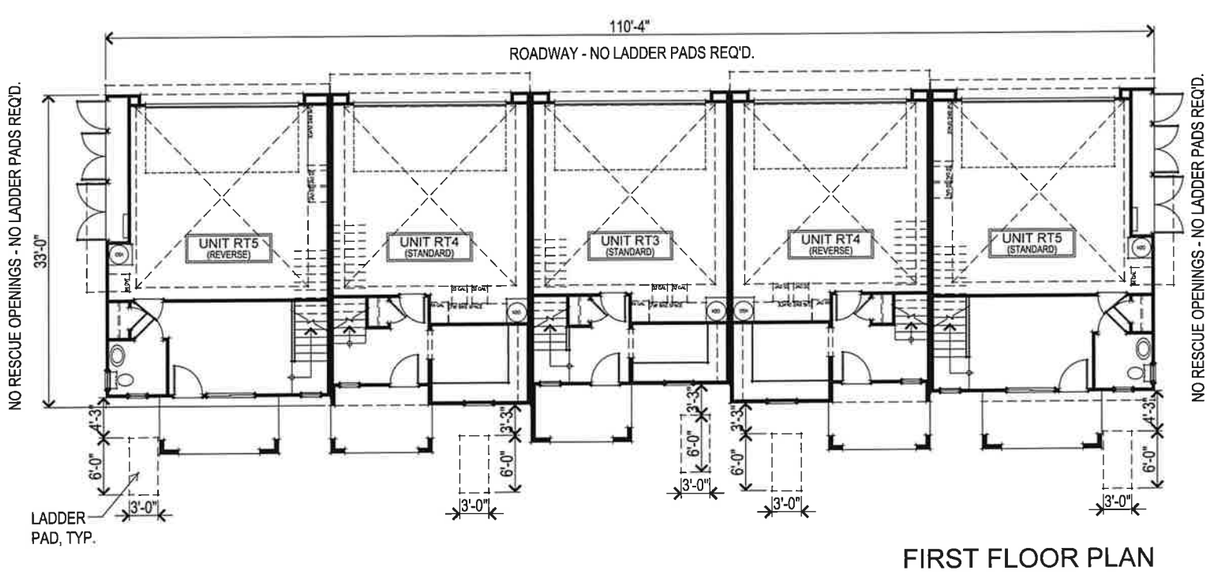
12 UNIT B2B BLDG ELEVATIONS
A013

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SECOND FLOOR PLAN



FIRST FLOOR PLAN

0 2' 4' 6 8' 16'

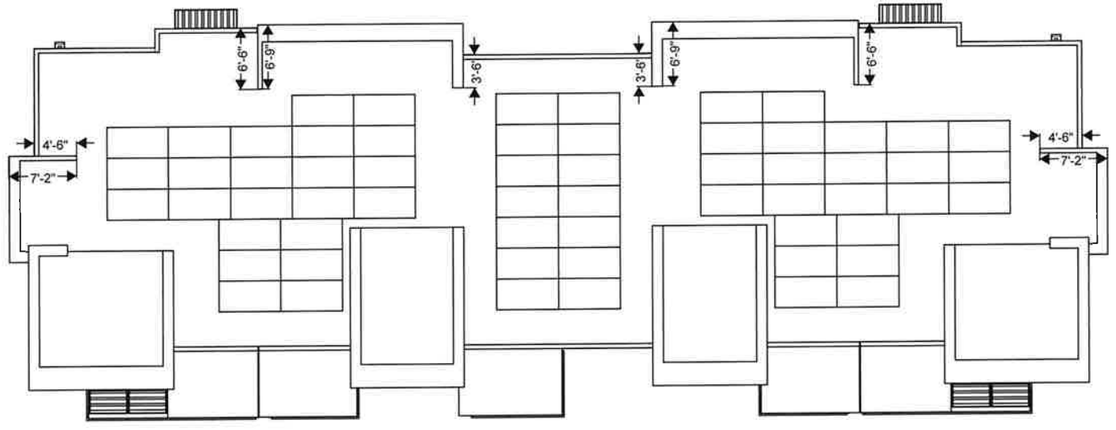
307.075 Triad
Livermore, CA
February 25, 2022

ROW TOWNHOMES

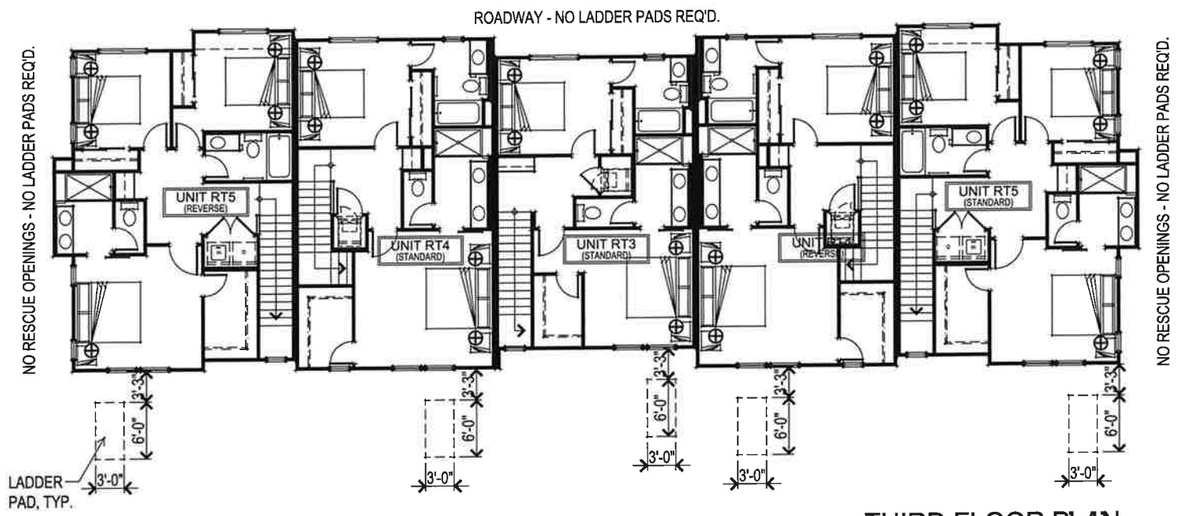
5 UNIT RT BLDG FIRST & SECOND FLOOR PLANS
A014

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ROOF PLAN



THIRD FLOOR PLAN

0 2' 4' 6 8' 16'

307.075 Triad
Livermore, CA
February 25, 2022

ROW TOWNHOMES

5 UNIT RT BLDG THIRD FLOOR & ROOF PLANS
A015

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REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



STUCCO FINISH

HORIZONTAL SIDING

METAL RAIL w/ WOOD INFILL

VERTICAL SIDING

STONE VENEER

FRONT ELEVATION

0 2' 4' 6 8' 16'

307.075 Triad
Livermore, CA
February 25, 2022

ROW TOWNHOMES

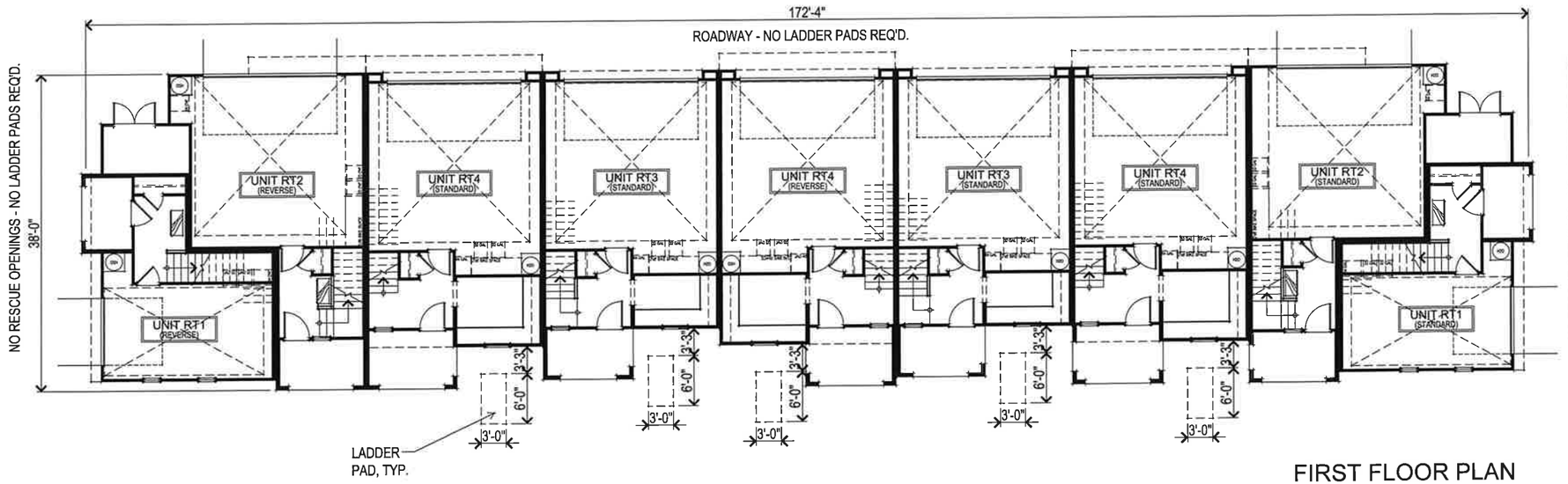
5 UNIT RT BLDG ELEVATIONS
A016

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SECOND FLOOR PLAN



FIRST FLOOR PLAN

0 2' 4' 6 8' 16'

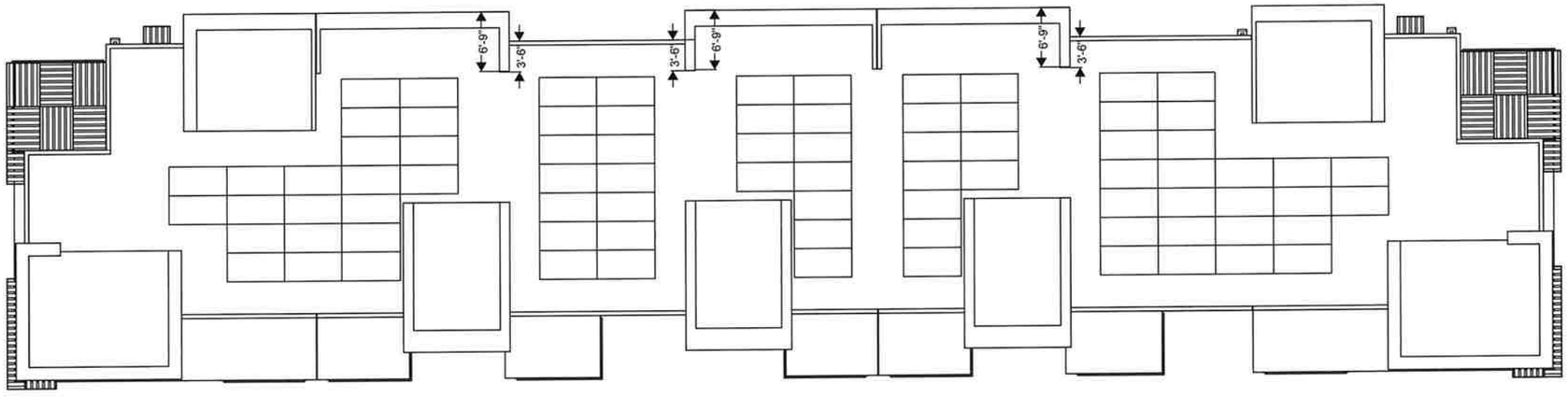
307.075 Triad
Livermore, CA
February 25, 2022

ROW TOWNHOMES

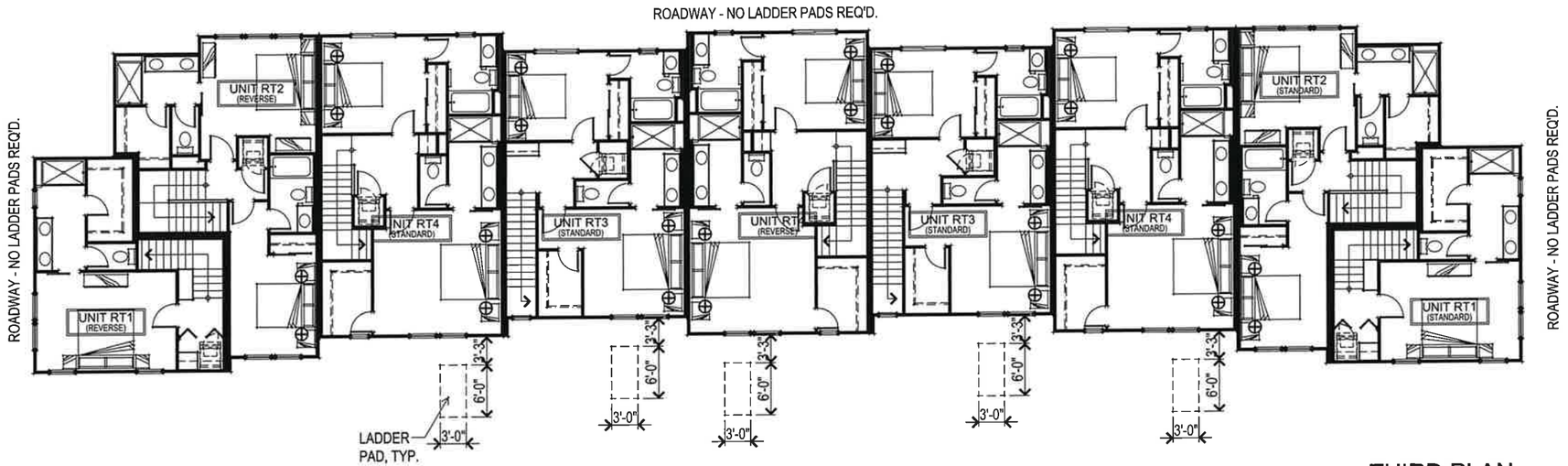
9 UNIT RT BLDG FIRST & SECOND FLOOR PLANS
A017

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ROOF PLAN



THIRD PLAN

0 2' 4' 6 8' 16'

307.075 Triad
Livermore, CA
February 25, 2022

ROW TOWNHOMES

9 UNIT RT BLDG THIRD FLOOR & ROOF PLANS
A018

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REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



FRONT ELEVATION

- VERTICAL SIDING
- HORIZONTAL SIDING
- STUCCO FINISH
- METAL RAIL w/ WOOD INFILL
- STONE VENEER

0 2' 4' 6 8' 16'

307.075 Triad
Livermore, CA
February 25, 2022

ROW TOWNHOMES

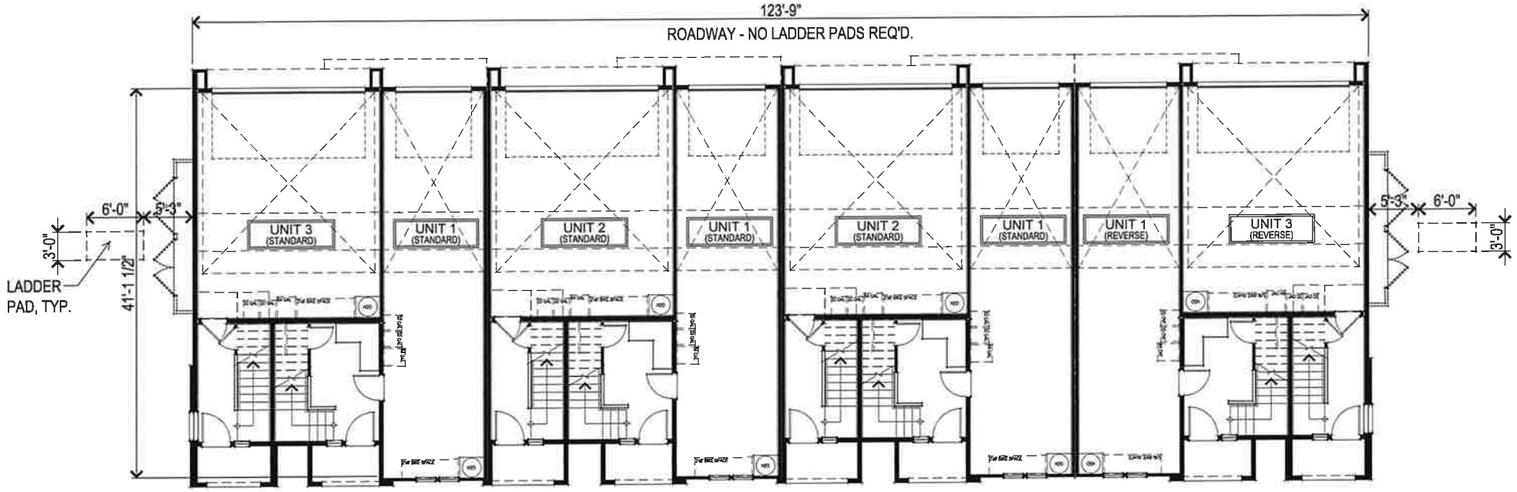
9 UNIT RT BLDG ELEVATIONS
A019

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SECOND FLOOR PLAN



FIRST FLOOR PLAN

0 2' 4' 6 8' 16'

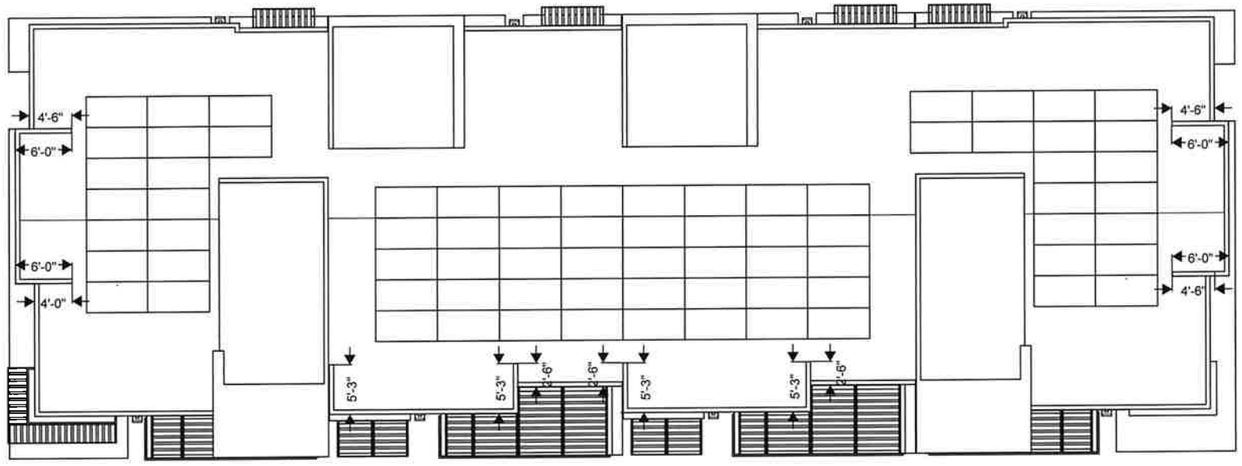
307.075 Triad
Livermore, CA
February 25, 2022

STACKED FLATS

8 UNIT SF BLDG FIRST & SECOND FLOOR PLANS
A020

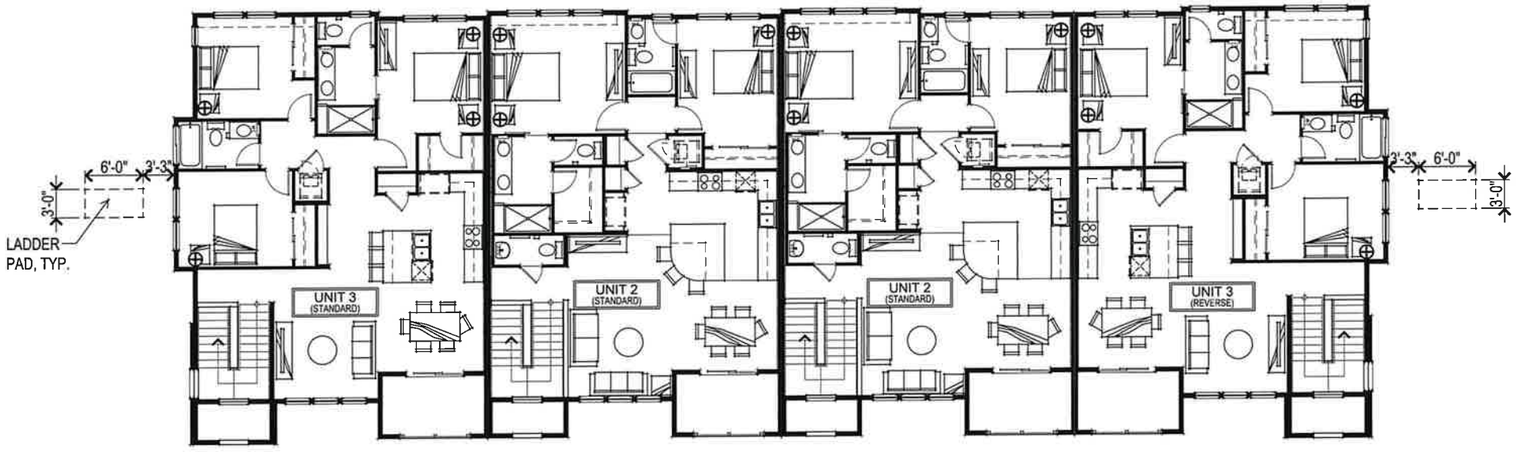
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ROOF PLAN

ROADWAY - NO LADDER PADS REQ'D.



NO BEDROOMS - NO LADDER PADS REQ'D.

THIRD FLOOR PLAN

0 2' 4' 6 8' 16'

307.075 Triad
Livermore, CA
February 25, 2022

STACKED FLATS

8 UNIT SF BLDG THIRD FLOOR & ROOF PLANS
A021

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REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



- STUCCO FINISH
- HORIZONTAL SIDING
- METAL RAIL w/ WOOD INFILL
- VERTICAL SIDING
- STONE VENEER

FRONT ELEVATION

0 2' 4' 6 8' 16'

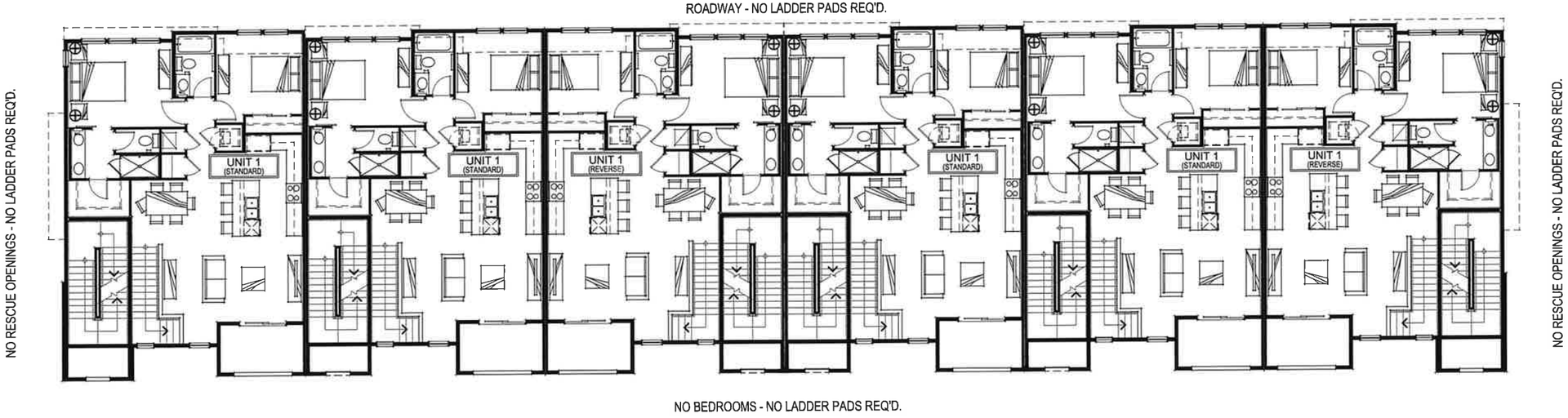
307.075 Triad
Livermore, CA
February 25, 2022

STACKED FLATS

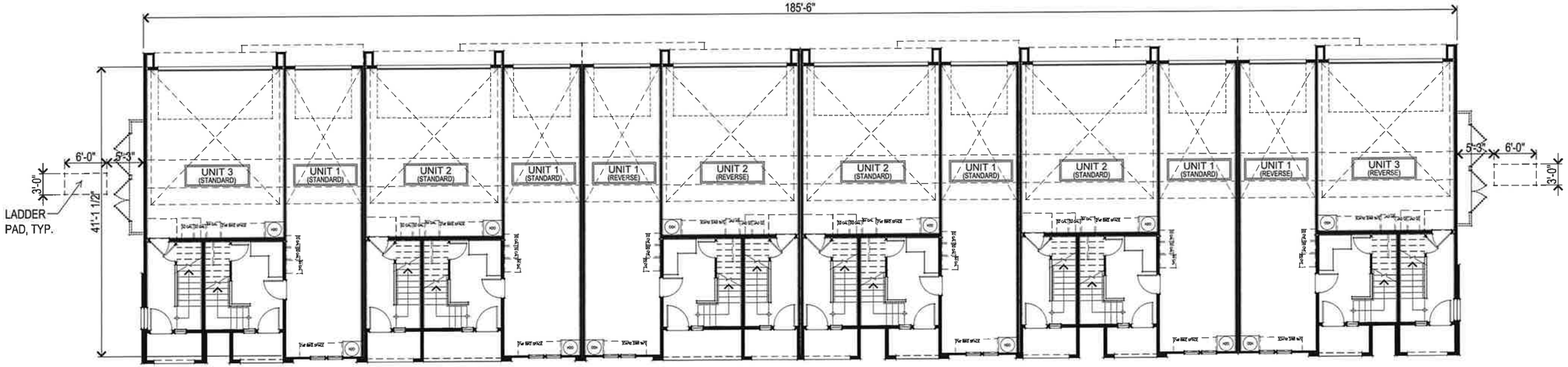
8 UNIT SF BLDG ELEVATIONS
A022

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SECOND FLOOR PLAN



FIRST FLOOR PLAN

0 2' 4' 6 8' 16'

12 UNIT SF BLDG FIRST & SECOND FLOOR PLANS

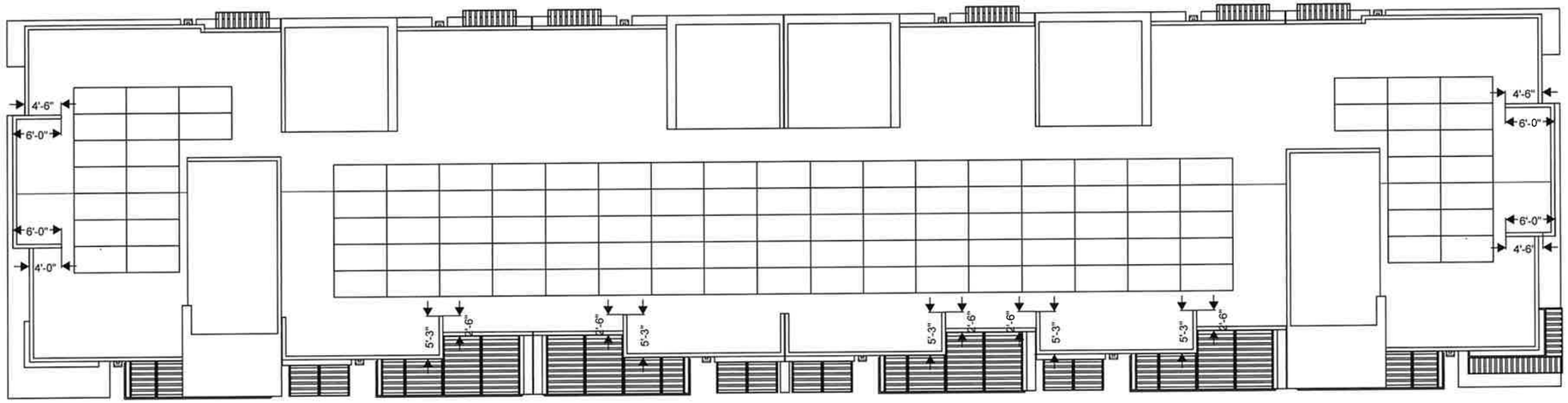
A023

307.075 Triad
Livermore, CA
February 25, 2022

STACKED FLATS

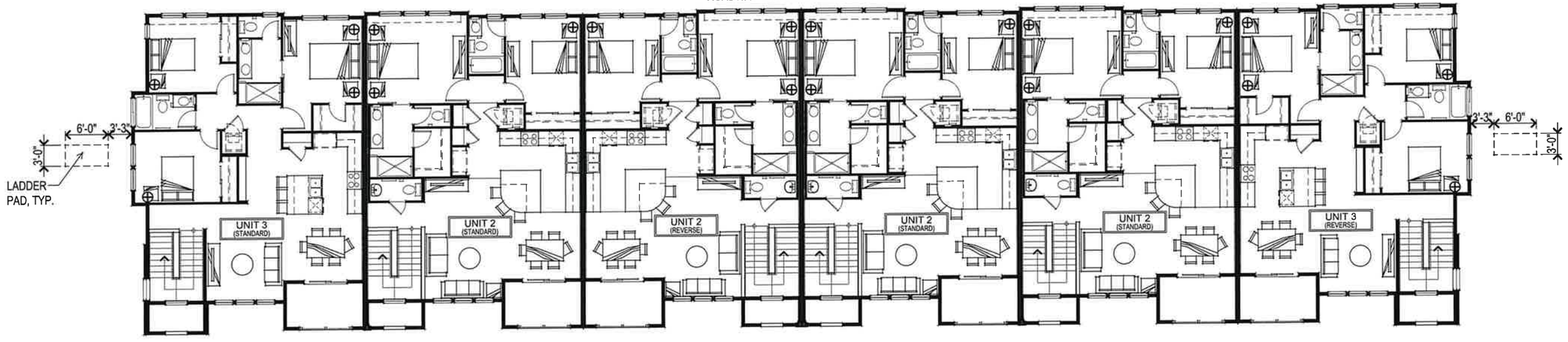
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ROOF PLAN

ROADWAY - NO LADDER PADS REQ'D.



NO BEDROOMS - NO LADDER PADS REQ'D.

THIRD FLOOR PLAN

0 2' 4' 6 8' 16'

12 UNIT SF BLDG THIRD FLOOR & ROOF PLANS

A024

307.075 Triad
Livermore, CA
February 25, 2022

STACKED FLATS

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REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



FRONT ELEVATION

0 2' 4' 6 8' 16'

307.075 Triad
Livermore, CA
February 25, 2022

STACKED FLATS

12 UNIT SF BLDG ELEVATIONS
A025

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1. CEMENT PLASTER
KELLY MOORE: 23 - SWISS COFFE

2. HORIZONTAL CEMENT FIBER BOARD
KELLY MOORE: KM 305 - IRONWOOD

3. HORIZONTAL CEMENT FIBER BOARD
KELLY MOORE: KM 4874 - OYSTER BAY

4. VERTICAL CEMENT FIBER BOARD
KELLY MOORE: KM 5112 - BANYAN SERENITY

5. HARDIE PANEL FINS, DECKS, CORNICES
KELLY MOORE: KM 5826 - VOLCANIC ROCK

6. FRONT DOOR
KELLY MOORE: HLS 4267 - REMINGTON RUST
KELLY MOORE: HLS 4270 - RUSKIN BLUE

7. METAL AWNINGS
(AWNINGS, DECK RAILINGS)
KELLY MOORE: KM 4909 - METAL CHI

8. BALCONY HORIZONTAL RAILINGS
TREX SELECT COMPOSITE DECKING
2" SQUARE EDGE BOARD (1.3"X5.5") COLOR: "SADDLE"

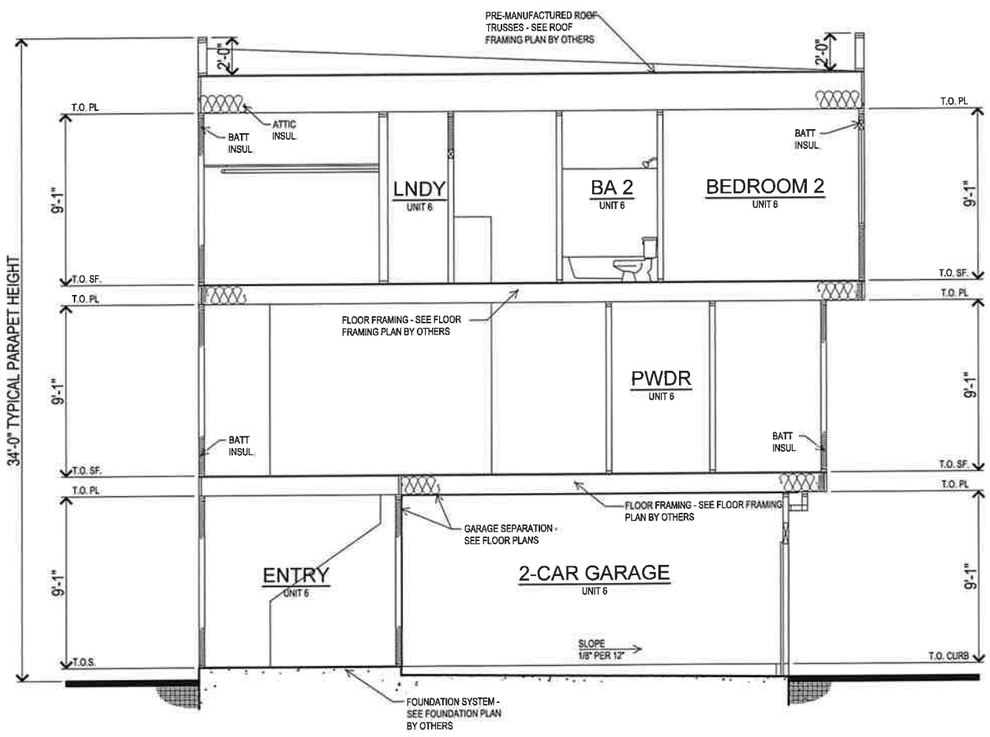
9. STONE VENEER
EL DORADO STONE
MARQUEE24 - SANDERLING

307.075 Triad
Livermore, CA
February 25, 2022

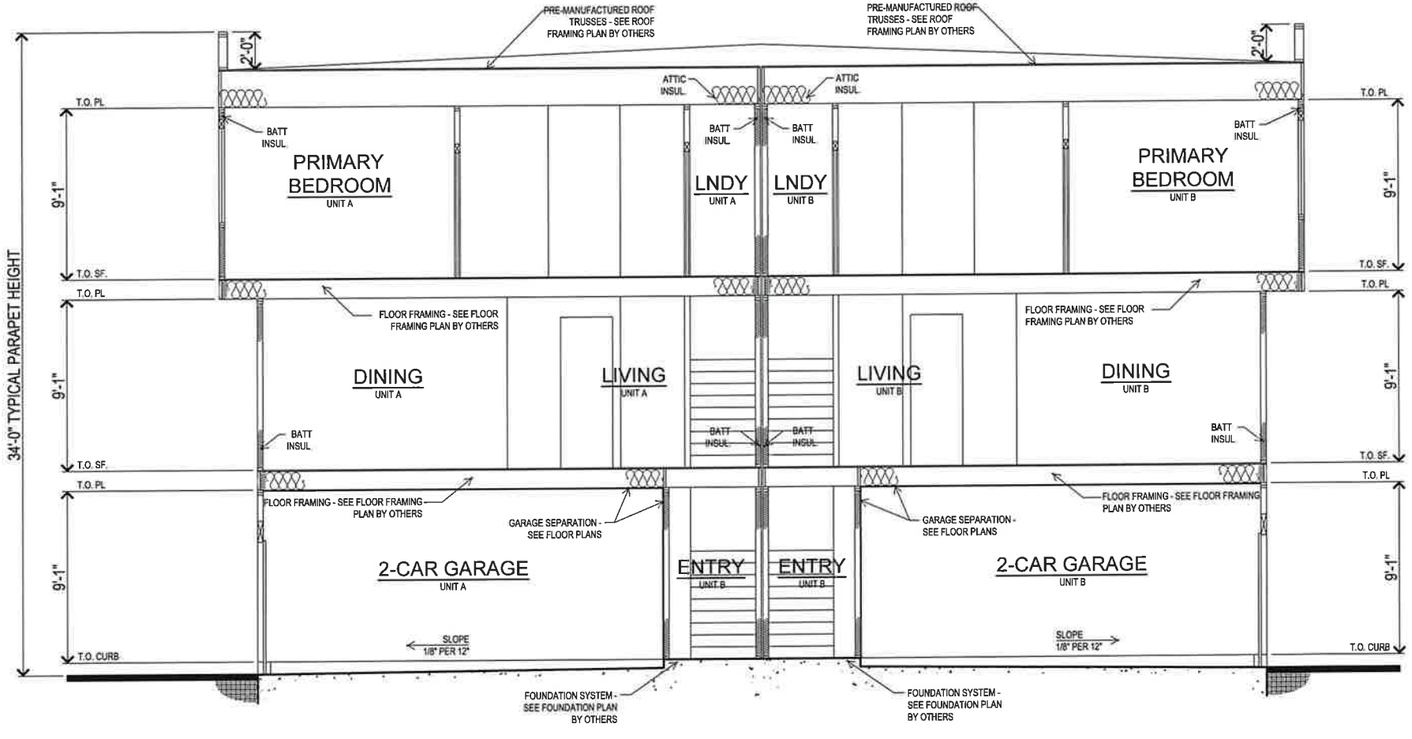
COLOR SCHEMES
A026

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TYPICAL ROW TOWNHOMES



TYPICAL BACK TO BACK TOWNHOMES

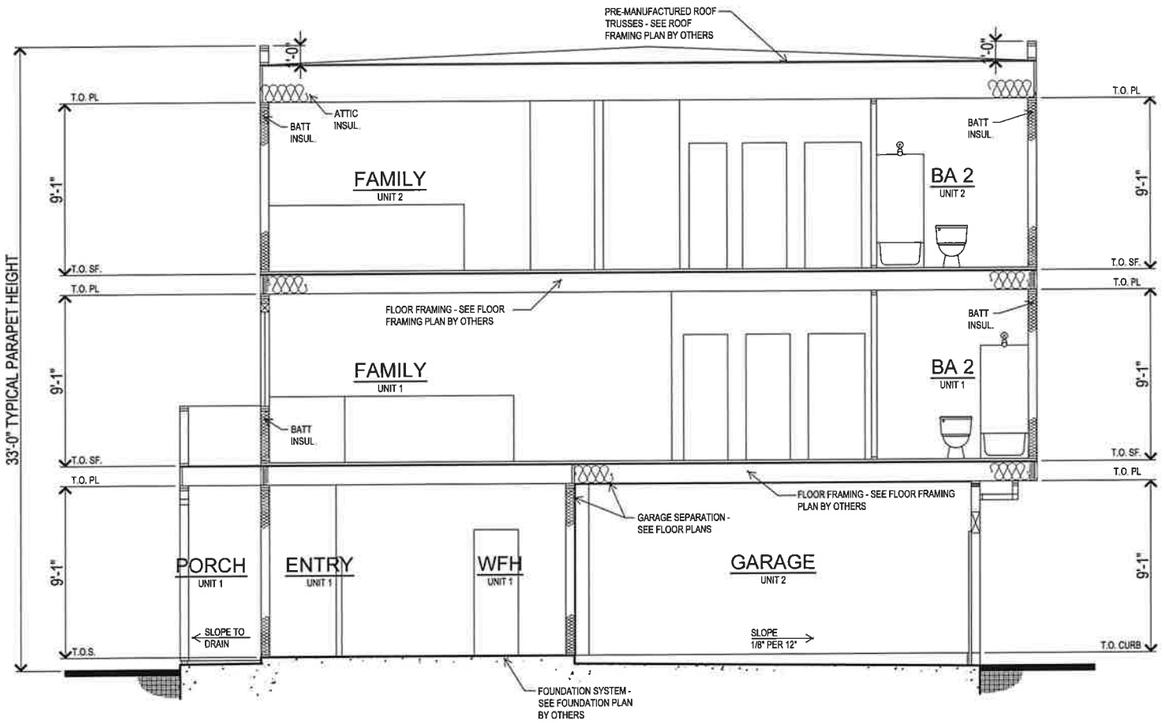
0 1' 2' 3' 4' 8'

307.075 Triad
Livermore, CA
February 25, 2022

TYPICAL BUILDING SECTIONS
A027

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TYPICAL STACKED FLATS

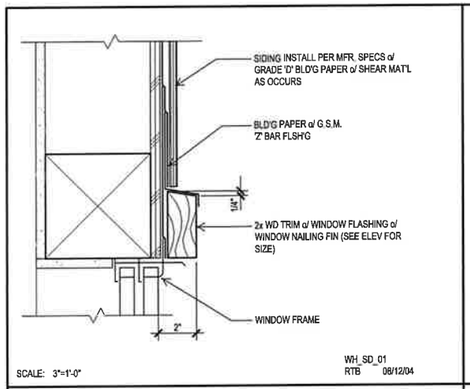
0 1' 2' 3' 4' 8'

TYPICAL BUILDING SECTIONS
A028

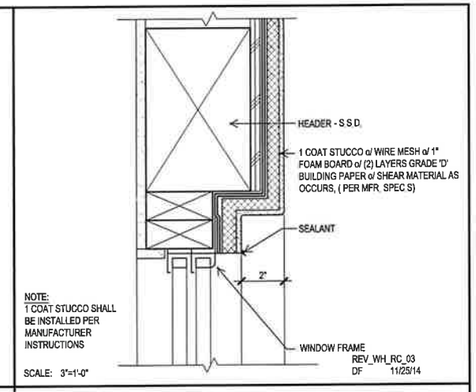
307.075 Triad
Livermore, CA
February 25, 2022

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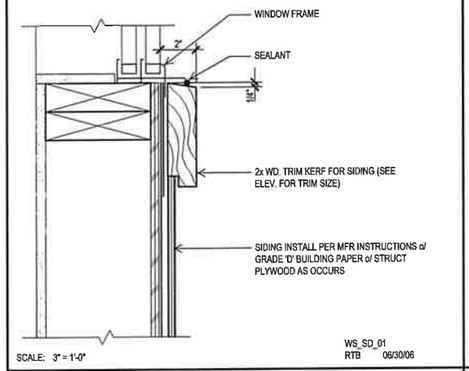
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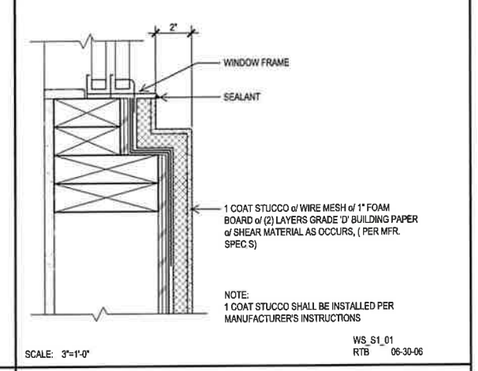
WINDOW HEAD w/ WOOD TRIM



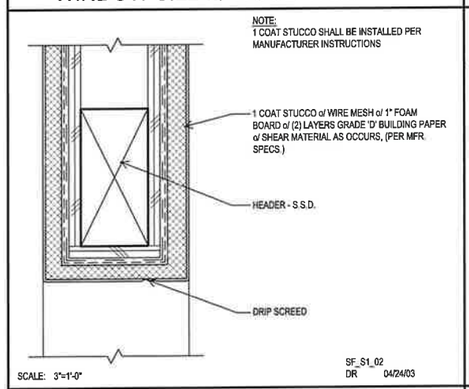
WINDOW HEAD



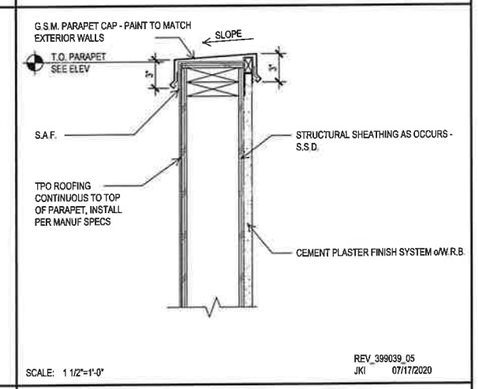
WINDOW SILL w/ WOOD TRIM



WINDOW SILL w/o TRIM



STUCCO SOFFIT



PARAPET

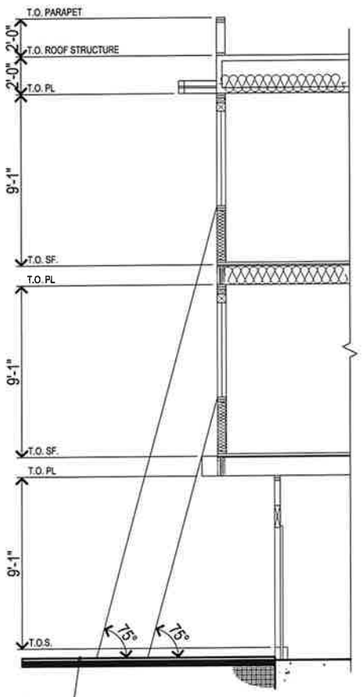
307.075 Triad
Livermore, CA
February 25, 2022

0 1' 2' 3' 4' 8'

TYPICAL DETAILS
A029

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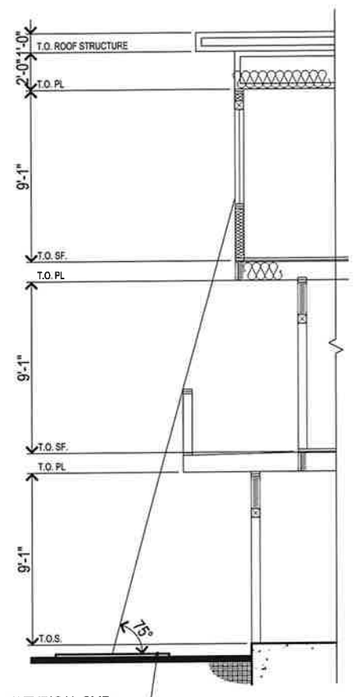


SLIP RESISTANT LADDER PAD SURFACE (ROADWAY SURFACE)

5

LADDER PAD SECTION

STACKED FLATS SEE SHEET A022

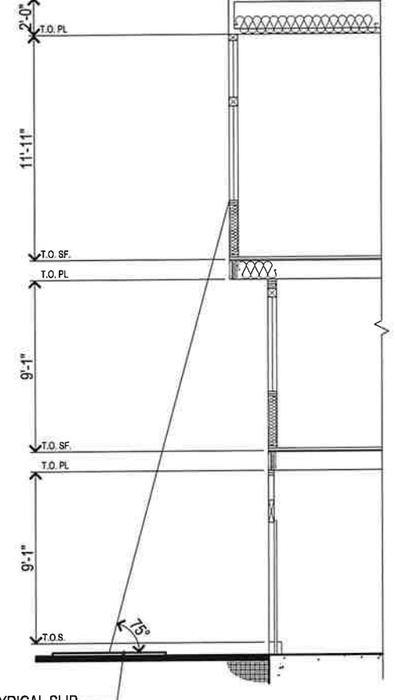


6' TYPICAL SLIP RESISTANT LADDER PAD SURFACE

4

LADDER PAD SECTION

ROW TOWNHOMES SEE SHEET A019

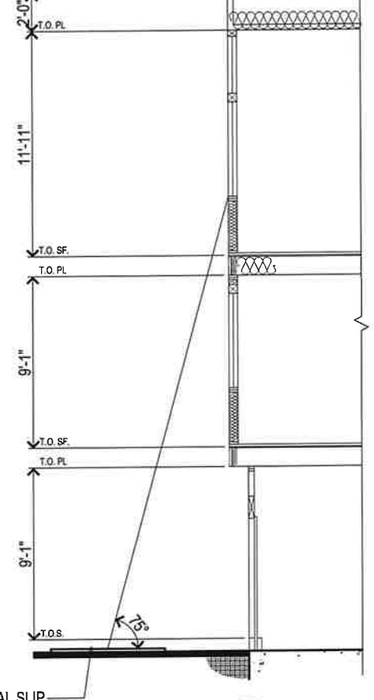


6' TYPICAL SLIP RESISTANT LADDER PAD SURFACE

3

LADDER PAD SECTION

BACK TO BACK TOWNHOMES SEE SHEET A013

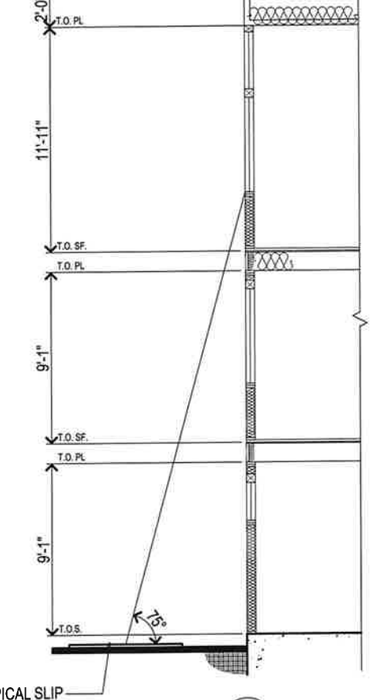


6' TYPICAL SLIP RESISTANT LADDER PAD SURFACE

2

LADDER PAD SECTION

BACK TO BACK TOWNHOMES SEE SHEET A013



6' TYPICAL SLIP RESISTANT LADDER PAD SURFACE

1

LADDER PAD SECTION

ROW TOWNHOMES SEE SHEET A016

0 1' 2' 3' 4' 8'

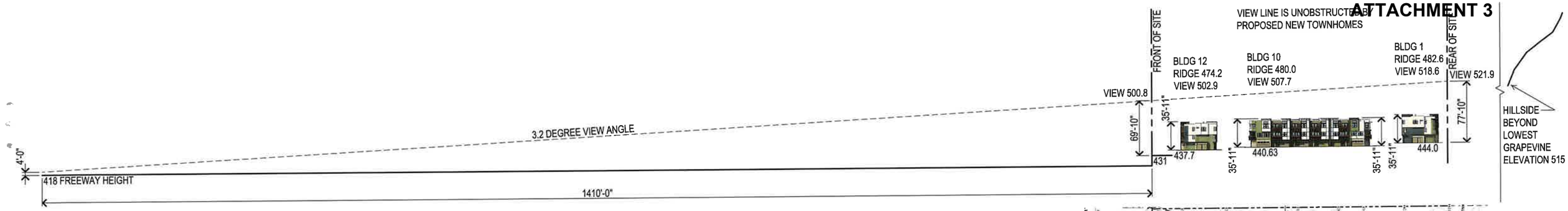
TYPICAL DETAILS

A030

307.075 Triad
Livermore, CA
February 25, 2022

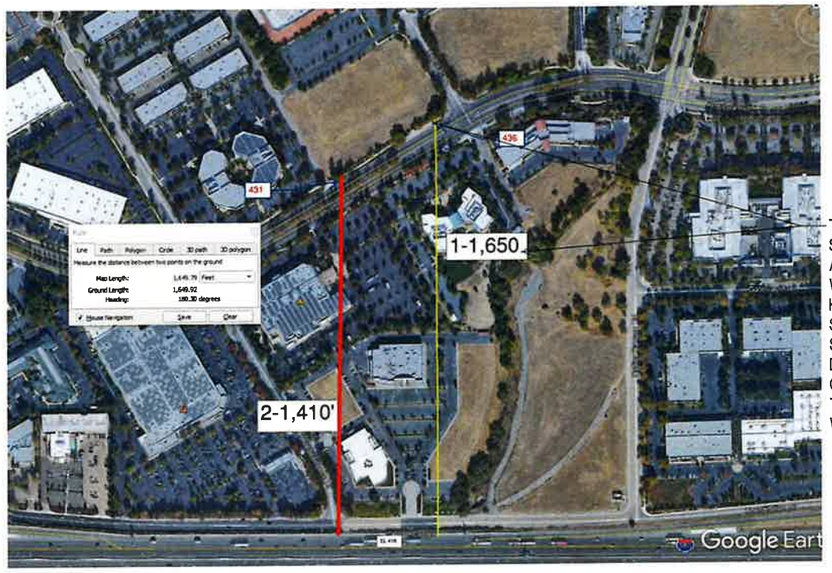
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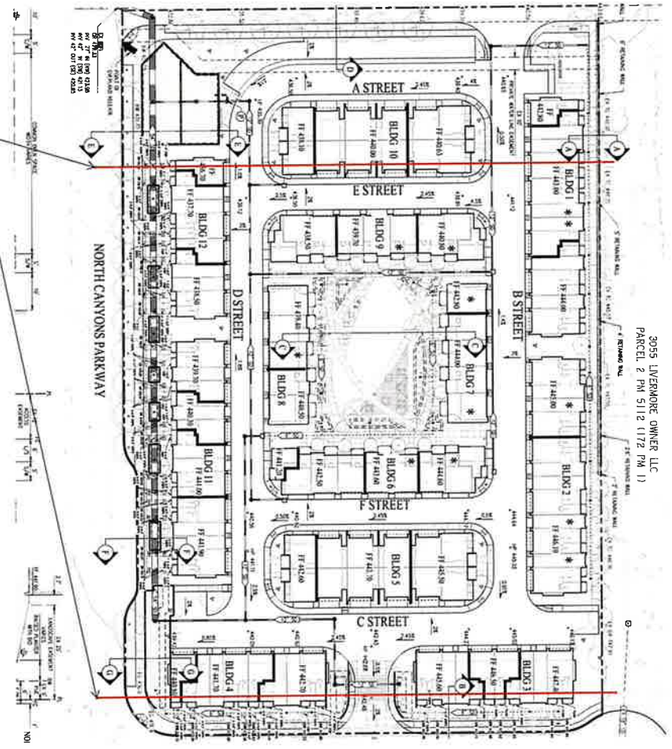


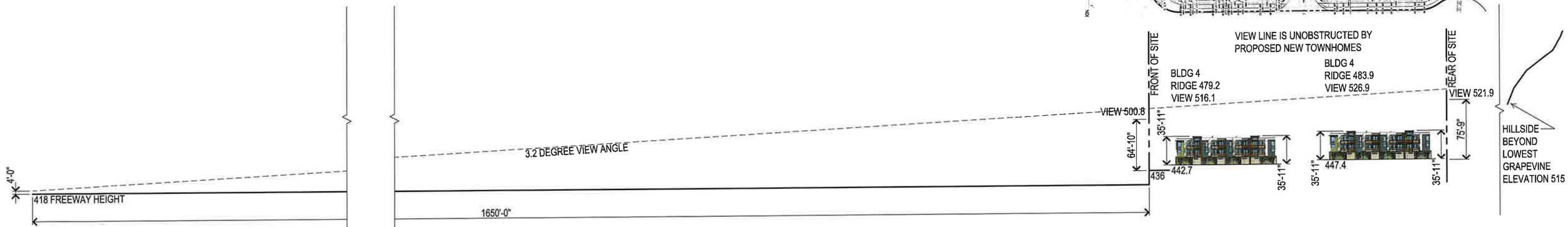
LOCATION OF SPOT ELEVATIONS OF THE HILLSIDES BEHIND THE PROPOSED TOWNHOMES. THE VINEYARD EDGES ARE USED SINCE THEY ARE THE MOST EASILY RECOGNIZABLE LANDMARKS FROM THE FREEWAY



LOCATION OF SECTION CUT THROUGH SITE

THIS CORNER OF THE SITE IS FURTHER AWAY AND VIEW ANGLE WOULD BE EVEN HIGHER ABOVE THE SITE. WE USED THE SHORTER 1,410' DIMENSION AT THE OTHER CORNER OF THE SITE TO SHOW WORST CASE.





0 12'24'36'48'60' 120'

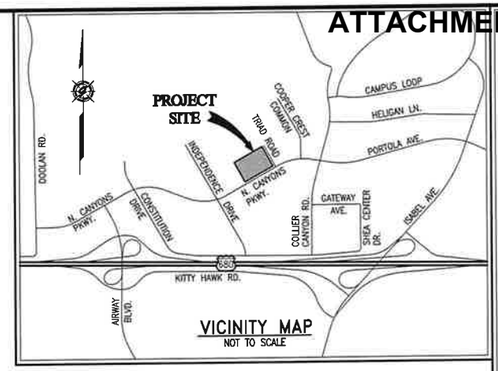
SCENIC VIEW SECTION
A031

307.075 Triad
Livermore, CA
February 25, 2022

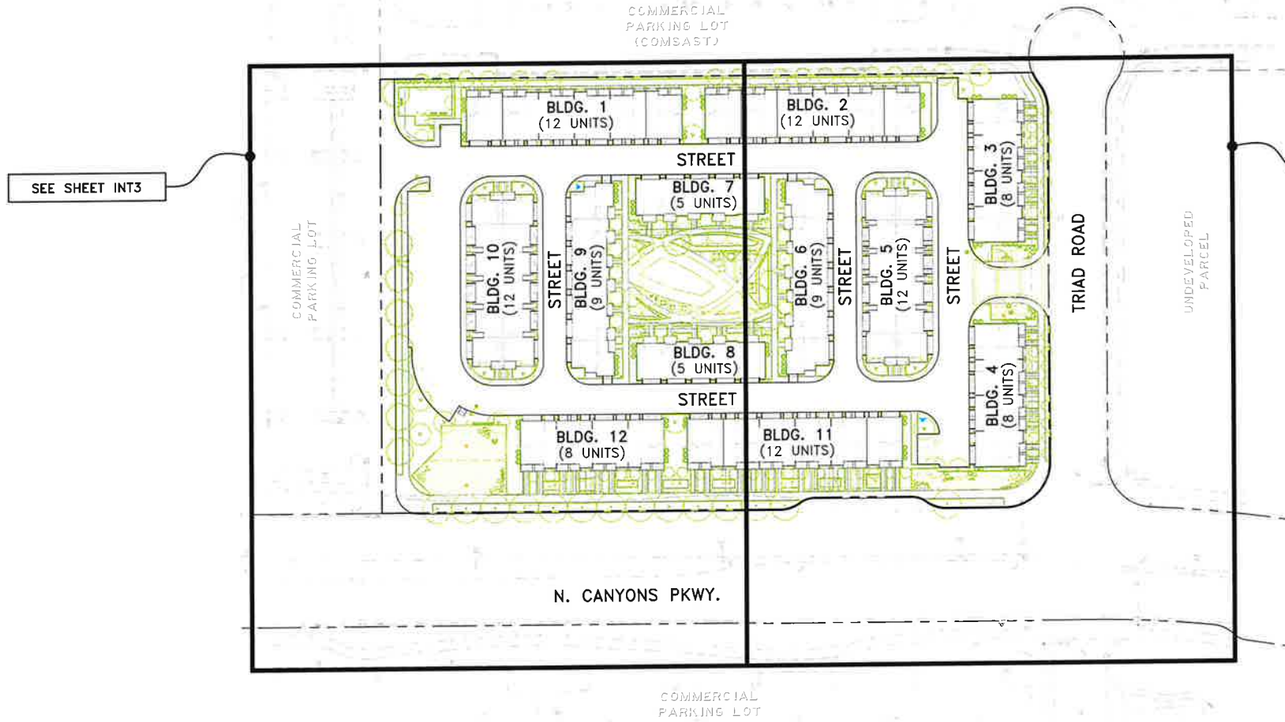
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DENOVA HOMES
TRIAD - NB
LIVERMORE, CALIFORNIA
(JOINT TRENCH INTENT - NOT FOR CONSTRUCTION)



VICINITY MAP
NOT TO SCALE





INDEX MAP

60 0 30 60 120
(IN FEET)
1 INCH = 60 FT.

NOTE
PLEASE VERIFY THAT THE SERVICE POINTS IN THIS DRAWING MATCH YOUR DESIGN. IF THERE ARE ANY DISCREPANCIES, PLEASE CONTACT THE PROJECT MANAGER IN OUR OFFICE.

NOTE TO UTILITIES:
PLEASE INDICATE TIE-IN POINTS ON INTENT RESPONSE

PRELIMINARY PLANS NOT FOR CONSTRUCTION

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

GIACALONE DESIGN SERVICES, INC.
5820 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.467.1740 | WWW.GIACALONEDESIGN.COM

JOINT TRENCH INTENT TITLE SHEET
DENOVA HOMES
TRIAD - NB
LIVERMORE CALIFORNIA

PROJECT MANAGER: ARNOLD SAENZ
DRAWN BY: MB2
CHECKED BY: DAVE CROWFOOT, P.E.
SCALE: 1"=60'
JOB NUMBER: 21-132
DATE LAST MODIFIED: 09-09-21
SHEET INT1
OF 3 SHEETS

PROJECT TEAM CONTACTS

COMPANY:	CONTACT:	PHONE:
DENOVA HOMES	KERRI WATT	
CARLSON, BARBEE & GIBSON, INC.		
GIACALONE DESIGN SERVICES, INC.	ARNOLD SAENZ	925-467-1740

PG&E PM NO.

ELECTRIC:
RULE 15:
RULE 16:
RULE 20:
RELOC:

GAS:
RULE 15:
RELOC:

LATEST FILES RECEIVED

DESCRIPTION:	BY:	DATE:	STATUS:
GAS DESIGN			
ELECTRIC DESIGN			
TELEPHONE LAYOUT			
CATV LAYOUT			
STREET LIGHT PLANS - PUBLIC			
STREET LIGHT PLANS - PRIVATE			
IMPROVEMENT PLANS (ELECTRONIC FILE)	CBG	05-19-21	

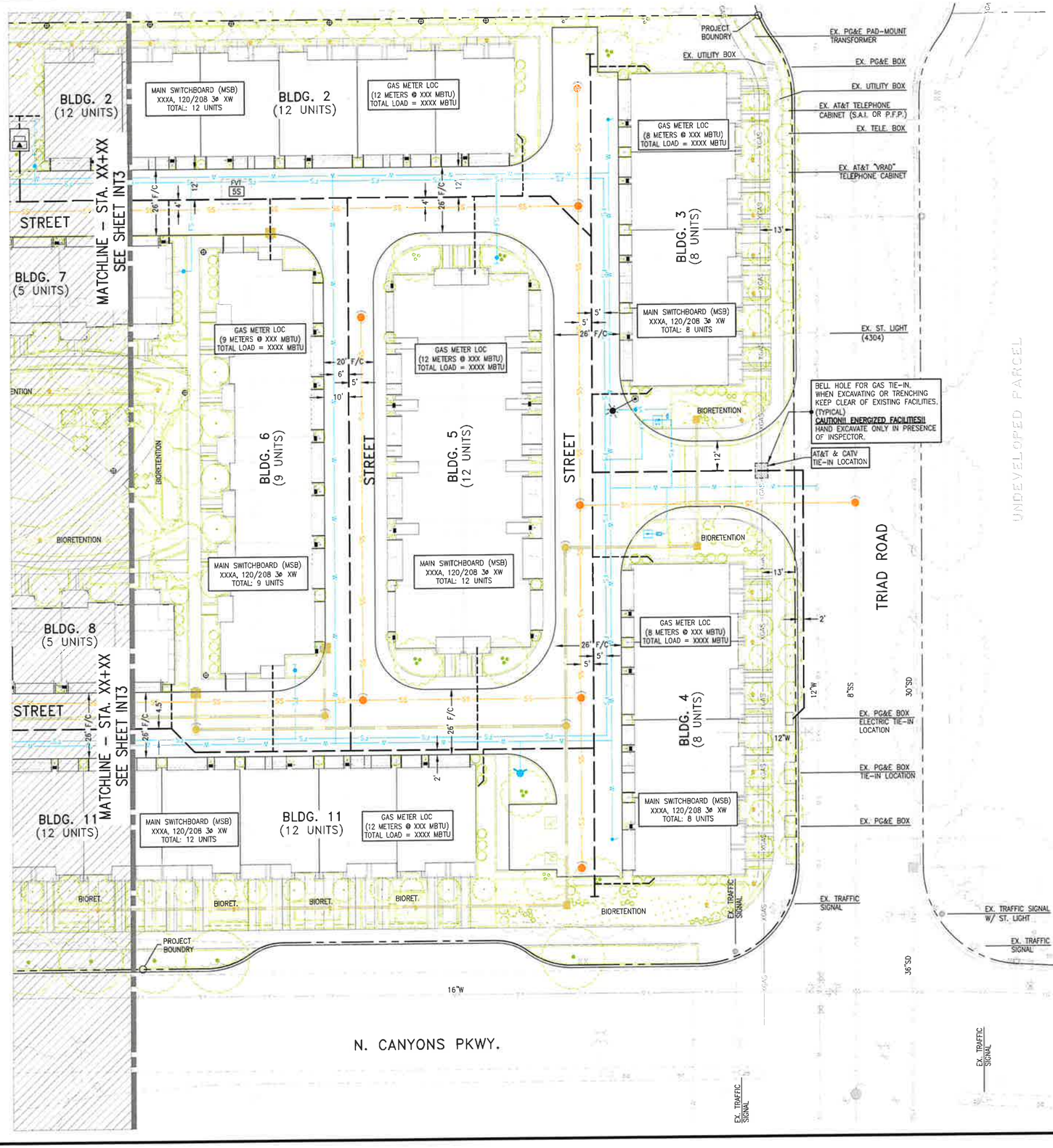
A=Approved • ANS=Approved Not Signed • NA=Not Approved • F=First Submittal • SS=Second Submittal

PROJECT DESCRIPTION & SCOPE

- NEW SERVICE TO 12 BLDGS. CONSISTING OF 114 TOWNHOME UNITS

SHEET INDEX

SHEET	DESCRIPTION
INT1	JOINT TRENCH INTENT TITLE SHEET
INT2-INT3	JOINT TRENCH INTENT



LEGEND

	EXISTING TRENCH OR UTILITIES
	PROPOSED TRENCH (DISTRIBUTION)
	PROPOSED TRENCH (SERVICE)
	PROPOSED STREET LIGHT TRENCH
	EXISTING UTILITY SPLICE BOX
(#)	PG&E SKETCH LOCATION NUMBER
(F.V.T.)	FULL VEHICULAR TRAFFIC LID
(N.T.S.)	NOT TO SCALE
(U.O.N.)	UNLESS OTHERWISE NOTED

NOTE

PLEASE VERIFY THAT THE SERVICE POINTS IN THIS DRAWING MATCH YOUR DESIGN. IF THERE ARE ANY DISCREPANCIES, PLEASE CONTACT THE PROJECT MANAGER IN OUR OFFICE.

NOTE TO UTILITIES:

PLEASE INDICATE TIE-IN POINTS ON INTENT RESPONSE

PRELIMINARY PLANS NOT FOR CONSTRUCTION

R/W, P.U.E. & P.S.E. ACQUISITION NOTE:

CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

TWO DAYS BEFORE YOU DIG CALL USA TOLL FREE 811
CALL BEFORE YOU DIG

SYMBOL	DATE	REVISIONS DESCRIPTION	APPROVED

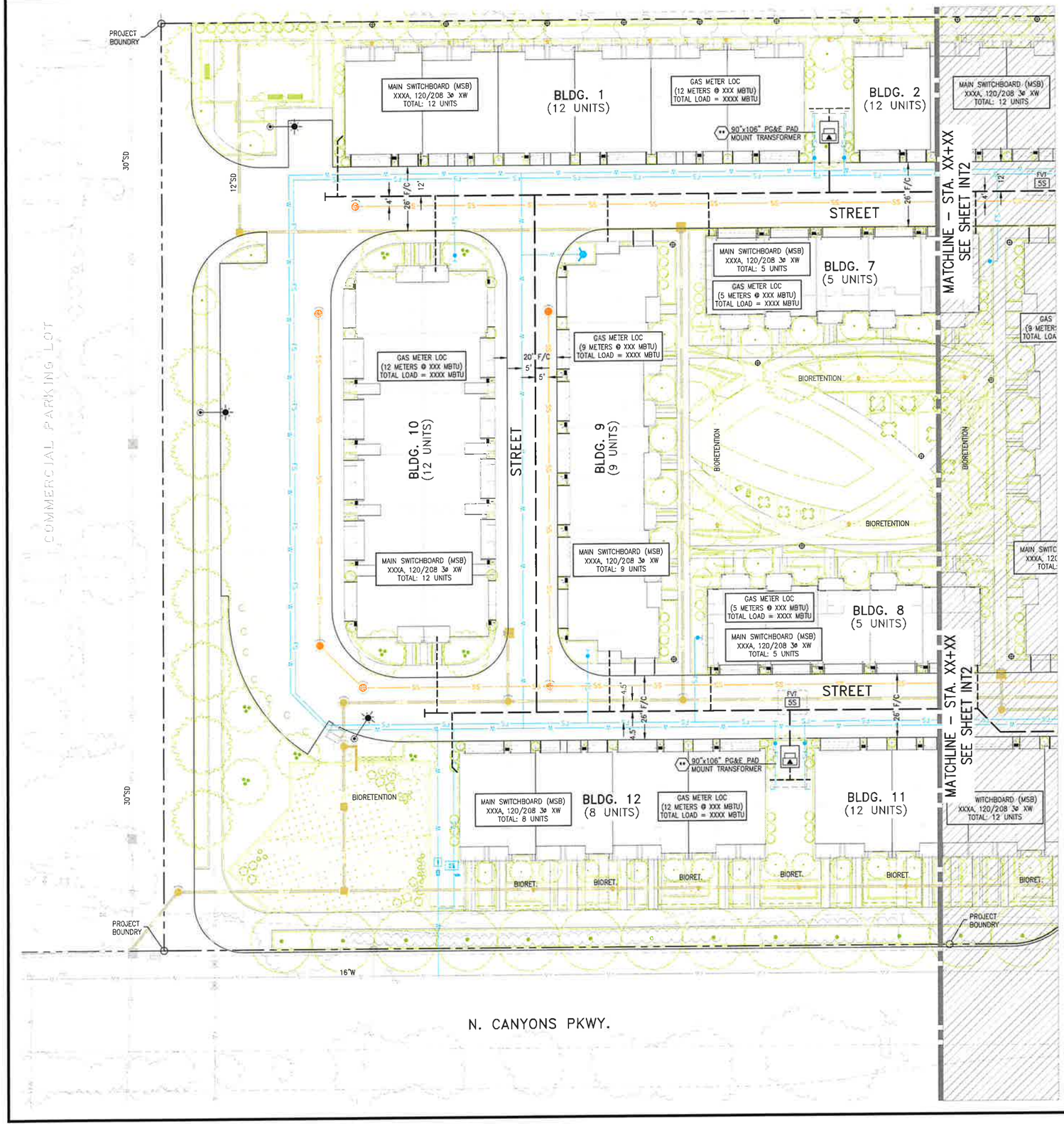
GIACALONE DESIGN SERVICES, INC.
5820 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
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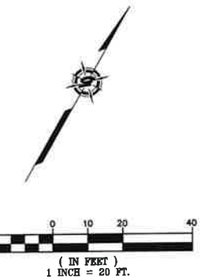
JOINT TRENCH INTENT

DENOVA HOMES
TRIAD – NB

LIVERMORE CALIFORNIA

PROJECT MANAGER:	ARNOLD SAENZ
DRAWN BY:	MB2
CHECKED BY:	DAVE CROWFOOT, P.E.
SCALE:	1"=20'
JOB NUMBER:	21-132
DATE LAST MODIFIED:	09-09-21
SHEET	INT2
OF	3 SHEETS





LEGEND

	EXISTING TRENCH OR UTILITIES
	PROPOSED TRENCH (DISTRIBUTION)
	PROPOSED TRENCH (SERVICE)
	PROPOSED STREET LIGHT TRENCH
	EXISTING UTILITY SPLICE BOX
(F)	PG&E SKETCH LOCATION NUMBER
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REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

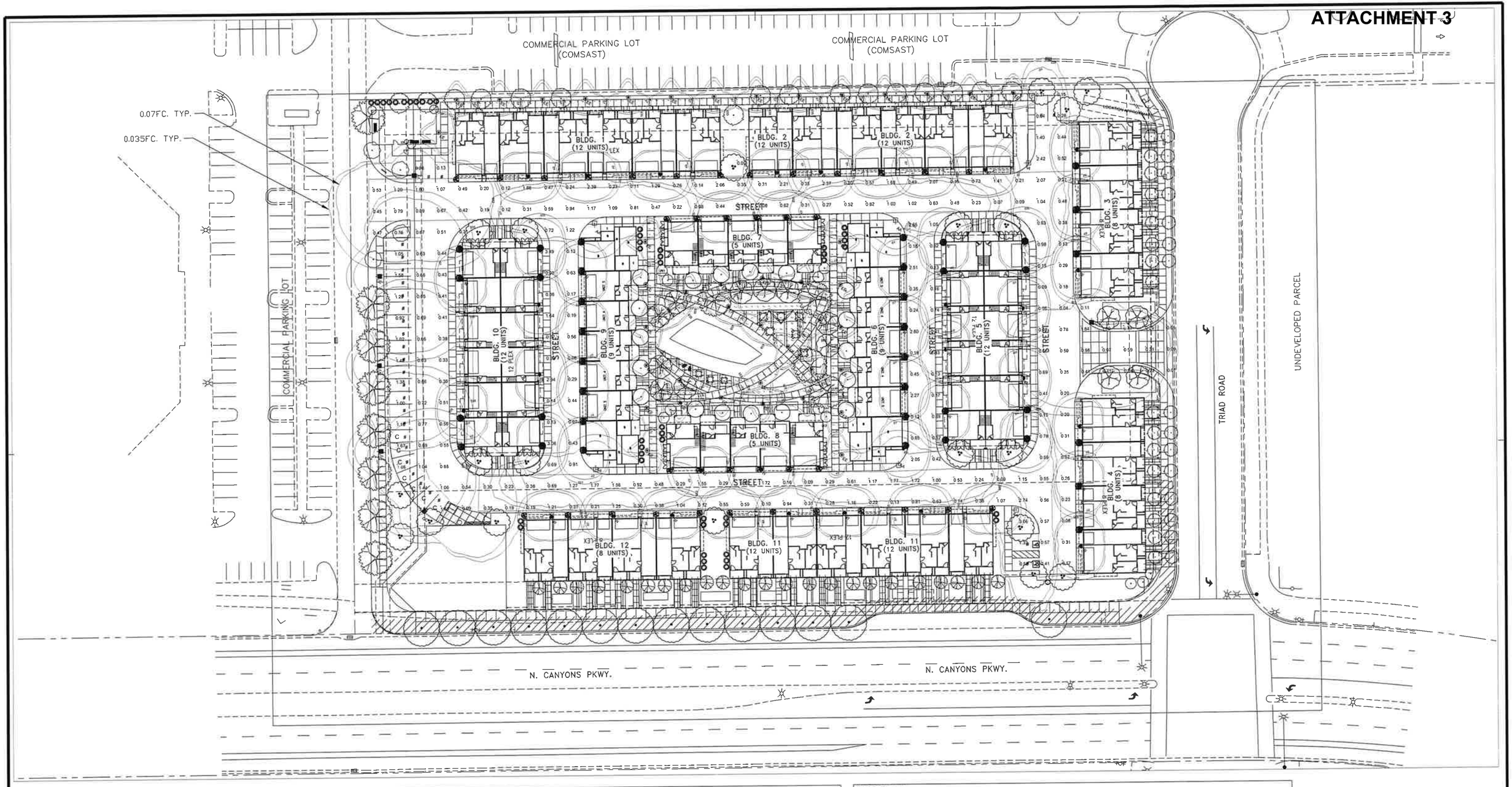
GIACALONE DESIGN SERVICES, INC.
5820 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.447.1740 | WWW.GIACALONEDESIGN.COM

JOINT TRENCH INTENT

DENOVA HOMES
TRIAD – NB

LIVERMORE CALIFORNIA

PROJECT MANAGER:	ARNOLD SAENZ
DRAWN BY:	MB2
CHECKED BY:	DAVE CROWFOOT, P.E.
SCALE:	1"=20'
JOB NUMBER:	21-132
DATE LAST MODIFIED:	09-09-21
SHEET	INT3
OF	3 SHEETS



Luminaire Schedule - LED

Project TRIAD TRACT - LIVERMORE

Symbol	Qty	Label	Arrangement	LLF	Luminaire Lumens	Luminaire Watts	Description	Filename
	6	AA	Single	0 900	3265	26 6	GARDCO P15-P-A02-740-T2M-HIS - 16' POLE	P15-P-A02-740-T2M-HIS ies
	6	CC	Single	0 900	3420	26 6	GARDCO P15-P-A02-740-T4S-HIS - 16' POLE	P15-P-A02-740-T4S-HIS ies
	43	EE	Single	0 900	492	6 1	GARDCO PBL-42-14L-100-NW-G2-3-UNV	PBL-14L-100-NW-G2-3-UNV ies
	49	W	Single	0 900	1247	13	WILLIAMS VWMH-L10-740-EDD-INV-UNV @ 5'	VWMH-L10-740 IES

Calculation Summary

Project TRIAD TRACT - LIVERMORE

Description	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
OPEN SPACE COURT YARD PATHWAYS	Illuminance	Fc	1 22	7 58	0 01	122 00	758 00
PATHWAYS - BLDS 1 AND 2	Illuminance	Fc	1 58	6 53	0 08	19 75	81 63
TYPICAL ALLEY DRIVE	Illuminance	Fc	0 71	2 80	0 12	5 92	23 33
TYPICAL DRIVES LANES	Illuminance	Fc	0 65	2 74	0 04	16 25	68 50
TYPICAL PARKING AREA	Illuminance	Fc	1 10	2 29	0 63	1 75	3 63

ALL VALUES SHOWN ARE MAINTAINED HORIZONTAL FOOTCANDLES AT GRADE

PHOTOMETRIC DATA USED AS INPUT FOR THESE CALCULATIONS IS BASED ON ESTABLISHED IES PROCEDURES AND PUBLISHED LAMP, RATINGS, FIELD PERFORMANCE WILL DEPEND ON ACTUAL LAMP, BALLAST, ELECTRICAL, AND SITE CHARACTERISTICS.

Calculations have been performed according to IES standards and good practice. Some differences between measured values and calculated results may occur due to tolerances in calculation methods, testing procedures, component performance, measurement techniques and field conditions such as voltage and temperature variations. Input data used to generate the attached calculations such as room dimensions, reflectances, furniture and architectural elements significantly affect the lighting calculations. If the real environment conditions do not match the input data, differences will occur between measured values and calculated values.

Associated Lighting Representatives, Inc.

ASSOCIATED LIGHTING REPRESENTATIVES, INC
7777 PARDEE LANE
P.O. BOX 2265
OAKLAND, CA 94621
PHONE: (510) 638-0158 - FAX (510) 638-2908

REPORT FOR: GIACALONE DESIGN SERVICES
BY: APPLICATIONS ENGINEERING; RAMON ZAPATA
SALES REPRESENTATIVE: ALR; JOHN BENSON

AGI32 VERSION 20.1
AGI (C) 2021 LIGHTING ANALYSTS, INC.
10268 W. CENTENNIAL ROAD, SUITE 202
LITTLETON, CO 80127

PROJECT DESCRIPTION

TRIAD TRACT
CITY OF LIVERMORE

DRAWING NO / INPUT FILE
19381BEN-R1.DWG / 19381BEN-R1.A32

SCALE	SHEET	DATE	REV
1" = 30'	1 OF 1	01.25.2022	1

CONDITIONS OF APPROVAL

Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005

Hearing to consider a request for Site Plan Design Review and Vesting Tentative Tract Map to develop the northwest corner of North Canyons Parkway and Triad Place, which would implement the Isabel Neighborhood Specific Plan. The development consists of three-story condominium buildings with 112 total units, including 22 units affordable to individuals and families with median and moderate-income levels, and 12 accessible units. The development also includes an approximately 0.2-acre private park, an approximately 2,600 square foot private dog park, and related landscaping, parking, stormwater, and frontage improvements. The applicant has submitted for a density bonus under Government Code section 65915.

Location: Northwest corner of North Canyons Parkway and Triad Place, formerly Comcast Drive (APN: 905-10-6)

Recommended by Planning Commission: April 5, 2022
Approved by City Council: May 9, 2022

A. PROJECT AUTHORIZATION

1. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

2. Approval is limited to conformance of the land uses allowed in the Transition area of Subarea 2c of the Isabel Neighborhood Specific Plan. Use of the property shall be limited to those permitted by the Isabel Neighborhood Specific Plan as it exists now or may be amended in the future.

3. Vesting Tentative Tract Map 8609 and associated Site Plan Design Review shall expire unless a Final Map is filed by May 9, 2024, or a request for extension is received and approved by the City.

B. PROJECT SPECIFIC CONDITIONS

The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of revised plans.

1. Prior to occupancy, applicant shall record the deed notification provided in the Livermore Executive Airport - Airport Land Use Compatibility Plan, Chapter 3.3.4.6, on the property for which this discretionary development permit is issued, as follows:

   NOTICE OF AIRPORT IN VICINITY

   This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

2. Prior to approval of the project's improvement plans, applicant shall provide an additional pedestrian connection adjacent to Building 11 directly to the public sidewalk to provide access to the LAVTA bus stop, as approved by the Community Development Director.

3. Prior to occupancy of the project site, the southbound left turn lane at the North Canyons Parkway/Comcast Place-Triad Place intersection shall be shortened and the signal detection zone for the southbound left turn lane shall be revised to accommodate the new turn lane length, as approved by the City Engineer.

4. Prior to approval of the project's improvement plans, applicant shall provide a final class IV bike lane design not less than fourteen feet in width, including necessary physical separation, to the satisfaction of the Community Development Department Director and the City Engineer.

5. Prior to approval of the project's improvement plans, applicant shall coordinate with LAVTA to ensure proper placement of bus shelter and dedication of maintenance easement, if needed. Applicant shall provide proof of coordination to the satisfaction of the Community Development Director.

6. Prior to approval of the project's improvement plans, applicant shall demonstrate the project's use of recycled water for irrigation purposes, to the satisfaction of the City Engineer. All onsite irrigation shall use recycled water.

7. Prior to issuance of a building permit, the applicant shall submit a photometric plan that demonstrates adequate site lighting. Exterior parking areas shall maintain a minimum light level of one foot-candle at the parking surface. Pathways and private open space areas shall be sufficiently illuminated for safety, but respectful of the residential context, as approved by the Community Development Director.

8. Applicant shall install windows and doors with an STC-32 rating on buildings that front North Canyons Parkway, pursuant to the noise study conducted by Bollard Acoustical Consultants, Inc., dated October 18, 2021.

9. Prior to Building Permit approval, applicant shall revise construction drawings to include additional fenestration (e.g. windows) on the first-floor corner units of Buildings 3, 4, 11, and 12, as approved by the Community Development Department Director.

10. Prior to issuance of a Building Permit, all rooftop mechanical equipment shall be fully screened from public view by roof parapet or architecturally integrated roof screen. Construction drawings shall include section drawings and roof plans demonstrating conformance with this requirement, as approved by the Community Development Department Director.

11. Prior to approval of the project's improvement plans, applicant shall provide details of, and submit any required building permits for, all site furnishings and shade structures. Amenities shall include at least those identified in the entitlement plans, but could include additional amenities such as outdoor cooking areas or activity courts, as approved by the Community Development Director.

12. Prior to approval of improvement plans, applicant shall revise the plans to include a three-foot tall steel tube fence on top of the northern retaining wall in any location where the wall exceeds three feet in height, as approved by the Community Development Department Director.

13. Encourage the use of a local construction workforce who are paid area standard wages (Specific Plan Policy LU-46).

14. In the event a Specific Plan Transportation Management Association (TMA) is formed for the Isabel Neighborhood, project shall annex into the association (Specific Plan Policy TRA-22).

15. In the event a programmatic Specific Plan parking management plan is created, project shall participate in the plan (Specific Plan Policy TRA-26).

16. In the event a programmatic Specific Plan wayfinding signage plan is created, project shall participate in the plan (Specific Plan Policy DS-24).

17. Reduce vibration impacts associated with construction activities by requiring construction contractors to implement measures to help reduce vibration levels at nearby sensitive receptors. Measures could include using bulldozers less than 20,000 pounds within 50 feet of residential, quiet pile driving technology, etc. (Specific Plan Policy ENV-7).

18. Project proponents within identified high risk Overlay Zones surrounding existing hazardous sites, roadways, or TAC sources, shall assess health risks at the location in question and to incorporate feasible design-related risk mitigation measures, such as HEPA filters or equivalent indoor air quality equipment mechanisms, as appropriate and determined in consultation with the City (Specific Plan Policy ENV-12).

19. For all proposed projects, Bay Area Air Quality Management District (BAAQMD; "Air District") recommends requiring the implementation of all Basic Construction Mitigation Measures, listed in Table 8-1 of the BAAQMD CEQA Guidelines, whether or not construction-related emissions exceed applicable Thresholds of Significance (Specific Plan Policy ENV-14).

20. Project contractors shall reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower shall operate on an EPA-approved Tier 4 or newer engine. If Tier 4 engines are not commercially available within 200 miles of the project site, EPA-approved Tier 3 engines are permissible (Specific Plan Policy ENV-15).

21. Project contractors shall reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings that have a VOC content of 10 grams/liter (g/L) or less be used during construction (Specific Plan Policy ENV-16).

22. Project contractors shall reduce construction-related GHG emissions through implementation of the Bay Area Air Quality Management District's recommended best practices (Specific Plan Policy ENV-17).

23. Require that construction and structure demolition/modification activities be conducted outside of the bird nesting season (February 1 to August 31) to the extent feasible (Specific Plan Policy ENV-27).

24. All trees adjacent to public infrastructure shall use control features like root barriers and engineered soils to prevent infrastructure damage.

25. The applicant shall demonstrate on the landscape plans compliance with the City's Water Efficiency Ordinance, subject to Planning Division approval, prior to the issuance of any building permit.

26. Exterior backflow preventers shall be screened from public view with landscape or by other appropriate means, subject to review and approval by the Community Development Department.

27. The public art in-lieu contribution shall be paid at the time of issuance of each building permit, or the applicant shall install public art onsite in accordance with Municipal Code section 12.51.

28. The project applicant and/or contractor shall treat any human remains encountered during ground-disturbing activities in accordance with California Health and Safety Code Section 7050.5.

29. Prior to receiving a building permit for excavation, grading or construction on development site, the applicant shall contact the Alameda County Vector Control Services District to determine if any pre-baiting requirements are necessary to control migration of vermin to adjacent property.

30. The project shall implement the Mitigation Monitoring and Reporting Program (MMRP) prepared for the Isabel Neighborhood Specific Plan, as attached.

31. All project appliances shall be electric, as set forth in the 2018 Isabel Neighborhood Specific Plan Environmental Impact Report Mitigation, Monitoring, and Reporting Program [added by Planning Commission April 5, 2022].

32. Prior to Building Permit issuance, applicant shall work with staff to provide a reasonable number of on-site guest bicycle parking spaces [added by Planning Commission April 5, 2022].

33. All fencing constructed on top of the retaining wall located along the northern property line shall be permeable, allowing for views through the fence line [added by Planning Commission April 5, 2022].

C. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the map designated by the City as Exhibit B-1. Exhibit B-1 plans shall include but are not limited to subdivision, landscape, and architectural plans reviewed and approved by the Planning Commission and City Council and amended by the applicant to reflect any changes indicated above in the Project Specific Conditions or required by the City in the approval process.

2. The development impact fees (e.g., traffic impact, housing in-lieu, park dedication in-lieu,) and project processing fees due in connection with this permit shall be based upon the fees in effect as of May 4, 2021 (Exhibit D), which is the date of Preliminary Application submittal, pursuant to the requirements of the Housing Crisis Act of 2019 (SB 330).

3. The Community Development Department may approve minor amendments to the permit, provided that the permit is still in substantial conformance with the original approval.

4. Approval of the Site Plan Design Review and Tentative Tract Map entitlements is not an authorization to commence construction. Building construction,

alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

5. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

D. ENGINEERING DIVISION – DEVELOPMENT

1. Development shall conform to the attached Engineering Considerations, dated April 14, 2022.

E. BUILDING DIVISION

1. Project to meet the requirements of the currently adopted California Building Standards Code (CBSC).

F. MAINTENANCE DIVISION

1. The project site's Homeowners' Association (HOA) shall perform all onsite landscape maintenance and cover all associated maintenance costs.

G. HOUSING AND HUMAN SERVICES DIVISION

1. Applicant shall satisfy affordable housing requirements with respect to any fractional units, as approved by the Director.

H. FIRE DEPARTMENT

1. Development shall conform to the attached memorandum from the Livermore Pleasanton Fire Department, dated March 15, 2022.

I. POLICE DEPARTMENT

1. The project shall be required to conform to the provisions of the security section of the Livermore Municipal Code.

Exhibits:

A: Engineering Development Considerations
B: Livermore Pleasanton Fire Department Memorandum
C: Isabel Neighborhood Specific Plan MMRP
D: Vested Fee Sheet

DATE: March 21, 2022
Revised: April 14, 2022 Staff

ENGINEERING CONSIDERATIONS - EXHIBIT "A"
(Subject to revision prior to final approval
by Planning Commission and City Council)

TENTATIVE TRACT: 8609 (SUB21-005)

LOCATION: West Corner of Portola and Triad Place

APPLICANT: Denova Homes

Note: Special conditions are shown in standard type. Standard conditions that apply to this project are shown in italics. In addition, standard conditions of approval for this project are listed in Section II of the Development Plan Check and Procedures Manual.

1. DEFINITIONS

For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:

Developer :	*Person(s) or Corporation(s) signing final map(s) and subdivision agreement(s)*
Improvement Plans:	*Construction drawings for required public and private improvements*
Services:	*Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves*
Project:	*The work to be performed by Developer*

2. VESTING TENTATIVE MAP

Approval or conditional approval of this vesting tentative map shall not limit the City Engineer's ability to require workable designs on future grading and improvement plans based upon these Engineering Considerations and the City's standard engineering specifications and details.

In accordance with Senate Bill 330, the City of Livermore development impact fees for this project will be assessed at the rates in effect at the time of the preliminary submittal application for the project which is May 4, 2021 (Staff 4/14/2022)

3. GENERAL

The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The

conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

All required improvements shall be constructed prior to occupancy of the new residential units on this site.

A. IMPROVEMENT PLANS - Exhibit A-1

An engineered improvement plan shall be prepared by the Developer for approval by the City's Departments (including the Community Development, Public Services, Fire, and Police Department), which shall include, but not necessarily be limited to, existing site conditions, dedications, grading plans, street design and grades, curb, gutter, sidewalk and driveway grades, and type, size and location of all public works improvements as herein required. Approval of this tentative map does not constitute approval of the details shown thereon. If there is any conflict between the tentative map and these Engineering Considerations, the Engineering Considerations shall govern.

No specific phased development plan has been submitted with this tentative tract application. Therefore, all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

All improvement plans and maps shall conform to the following City of Livermore documents except as modified by these engineering considerations:

1. *City of Livermore Standard Specifications and Details*
2. *Development Plan Check and Procedures Manual*

Completed final map and improvement plan checklists from the manual entitled "City of Livermore, Development Plan Check and Procedures Manual" shall be submitted with the first plan check submittal for each phase.

C. STANDARD CONDITIONS OF APPROVAL IN THE DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL

All of the standard conditions of approval for subdivisions and major projects as listed in Part II of the City of Livermore Development Plan Check and Procedures Manual apply except for the following: A-2, A-4, A-10, B-7, B-8, B-9, B-10, B-11, B-13, B-14, B-16, K-1, K-2, K-3

D. WORK IN OTHER JURISDICTIONS

The Developer is responsible for obtaining permits and approvals for construction work and property acquisition that are required by agencies other than the City of Livermore.

4. STREETS

A. SPECIFIC REQUIREMENTS:

The Developer shall offer easements and dedications for, and shall improve his share of the ultimate street widths for the following named streets in accordance with the City's General Plan:

North Canyons Parkway

North Canyons Parkway is a major street in the General Plan. Along the project frontage North Canyons Parkway is a 4 lane road with a landscaped median to accommodate turning lanes and a Class 2 bike lane in each direction.

The Isabel Neighborhood Specific Plan (INSP) requires that the existing bike lane at the project location be replaced with a new Class 4 separated bike lane with buffer along the project frontage. Installation of this Class 4 bike lane will include a physical raised barrier. The final design of the Class 4 bike lane has yet to be determined as Livermore Staff is assessing various alternatives for the entire INSP North Canyons Parkway and Portola Avenue corridor. The Developer shall install the final design for the Class 4 bike lane that is selected by the City. Installation of the bike lane will include but is not limited to appropriate transitions to and from the existing Class 2a to the Class 4 bike lane; modifications to the existing bus turnout; modifications to signing and striping; any surface treatments and/or structures, and any necessary utility services needed for the maintenance of the raised barrier.

To provide a covered shelter for public transit users the Developer shall install a bus shelter in the vicinity of the current bus turnout on North Canyons Drive subject to the review and approval of the Livermore Amador Valley Transit Agency (LAVTA). The Developer shall dedicate an easement to LAVTA as necessary within Parcel G for the purpose of locating and providing maintenance access to the public bus shelter.

Triad Place

Triad Place is a local street and is fully improved along the project frontage. To coordinate with the main entry on Triad Place for the project, the Developer shall shorten the southbound left turn lane on Triad Place to 150 feet at the North Canyons Parkway intersection and modify the detection zones for the southbound left turn lane to accommodate the new turn lane length.

Relinquishment of abutter's rights shall be provided on the final map for the project where none exists today, except where the project entrance is located.

Interior Streets

Interior Streets A, B, C and D are local private streets which shall be 26 feet wide with no on-street parking except where guest parking stalls are located. Interior streets E and F are local private streets

which shall be 20 feet wide with no on street parking. All private interior streets will be designated as Commons to distinguish them from public streets.

CASp Certification for Public Walkways/Sidewalks

The Developer shall have a certified CASp Specialist review and certify that the design for all pedestrian improvements within the public right-of-way or a public easement complies with the following applicable regulations: American with Disabilities Act (ADA) requirements, the Public Rights-of-Way Accessibility Guidelines (PROWAG), and the requirements found in Chapter 11B of the 2019 California Building Code. If an accessibility design cannot meet the above listed applicable standards, the Developer shall propose and the CASp Specialist shall concur with a design exception request for approval by the City Engineer or their designee. In addition, the Developer shall have the certified CASp Specialist inspect and certify that pedestrian improvements are installed per the CASp certified design. Pedestrian improvements include new trails, walkways, sidewalks, accessible ramps, connections between existing and new pedestrian improvements, and modifications to existing pedestrian improvements within or adjacent to the project site, as shown on the approved plans.

5. TRAFFIC SIGNALS – N/A

6. TRAFFIC IMPACT FEE CREDITS AND REIMBURSEMENTS: N/A

7. SANITARY SEWERS

Because the Developer has chosen to install the City standard asphalt street section for the the private streets with only specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) in a few areas to act as "accents" to the project entry or other areas as approved by the City Engineer, the sanitary sewer may be publicly maintained. However, in order to facilitate the maintenance and repair of the public sanitary sewer lines in the future, the Developer shall install a casing for the pipe or other pipe protective measures as approved by the City Engineer, in all locations where the pipe runs under specialty paving. Additionally, no pipe joints will be allowed in specialty paving areas.

Sewer shall be extended across all frontages of each phase.

Sewer laterals with two-way cleanouts behind the curb shall be installed to each lot or site before the streets are surfaced.

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

A. General

1. This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the Developer shall provide evidence

that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the Developer per the Notice of Intent on file with the State Water Resources Control Board".

2. Necessary interceptor ditches shall be concrete. Field inlets and storm drainage pipe may be necessary in conjunction with concrete interceptor ditches as secondary drainage releases. All interceptor ditches shall be privately maintained.

B. Storm Drainage Requirements

Per the City's Facilities Planning Guidelines (dated June 2005), the flows must have the following characteristics:

> *For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.*
>
> *For a 100-year design discharge: a HGL does not exceed the top of curb elevation. (This is required for item 3 above.)*

For additional detail on these guidelines, the applicant should refer to the following resources: City of Livermore Storm Drain Master Plan & City of Livermore Facilities Planning Guidelines (both available at the Engineering counter at City Hall).

Since the Developer has chosen to build private streets, the storm drain system will be privately owned and maintained by a homeowner's association and maintained to the property line. In order to differentiate the ownership of public and private facilities, the Developer shall provide the additional structures (manholes and or catchbasins) to be installed at the property line.

C. Stormwater Infrastructure Maintenance Funding

The cost to maintain all private storm water infrastructure installed with this project shall be funded by the Developer.

D. Channels N/A

E. Storm Water Treatment, Detention and Low Impact Development Requirements

1. *The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. Stormwater Treatment, Low Impact Development, and Trash Capture is required by the Regional Water Quality Control Board. The Developer shall complete and or update the Stormwater Requirements Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements described in Section C.3 of the City's NPDES Permit with*

the Regional Water Quality Control Board. City approval of this plan and calculations is required prior to the approval of the improvement plans.

2. *If this project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from* www.bayareamodel.org. *For additional information you may contact Debbie Salgado in the City's Engineering Department at (925-960-4558)*

3. *Prior to final map approval, the applicant shall enter into a maintenance agreement with the City of Livermore for all storm water treatment devices deemed necessary on this site. If the stormwater treatment devices will be maintained by the individual homeowners a cleanout will be necessary at the property lines to allow the residents to maintain their portion of the private stormdrain underdrain. If the stormwater treatment device will be maintained by a Homeowners Association then the cleanouts at each of the property lines may not be needed. The stormdrain treatment devices shall be shown on the plat plans and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement(s) shall be recorded prior to recordation of the Final Map.*

F. Stormwater Treatment Infrastructure Maintenance Funding

The cost to maintain all storm water treatment, detention and low impact development infrastructure installed with this project shall be funded by the Developer.

9. REQUIRED SOURCE CONTROL STORMWATER MEASURES

The Regional Water Quality Control Board adopted Order R2-2015-0049 issuing the Alameda Countywide NPDES municipal storm water permit for the Alameda Countywide Clean Water Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

> *"The Permittees shall, as part of their continuous improvement process, submit enhanced new development and significant redevelopment Performance Standards that summarize source control requirements for such projects to limit pollutant generation, discharge, and runoff, to the maximum extent practicable…"*

In accordance with this requirement, the following source control measures, included as part of these Conditions of Approval, shall be implemented as a part of this project.

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

On-site storm drain inlets, except inlets located in landscaped areas, shall be clearly marked with the words "No Dumping! Flows to Bay" on a plastic marker. The plastic markers are

available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

Approved interior floor drains shall be plumbed to the sanitary sewer system and shall not be connected to the storm drain system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

3. Parking Garages

Interior level parking garage floor drains shall be connected to a sand/oil interceptor or equivalent water treatment device approved by the Water Resources Division prior to discharging to the sanitary sewer system.

4. Pesticide/Fertilizer Application and Irrigation

a. Landscaping shall be designed to minimize irrigation and runoff, promote surface infiltration where possible, minimize the use of fertilizers and pesticides that can contribute to storm water pollution, and incorporate appropriate Bay-Friendly Landscaping principles.

b. If a landscaping plan is required as part of a development project application, the plan shall meet the following conditions related to reduction of pesticide use on the project site:

I. Where feasible, landscaping shall be designed and operated to treat storm water runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

II. Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.

III. Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.

IV. Unless otherwise specified, proper maintenance of landscaping shall be the responsibility of the property owner.

V. Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design. Some examples of IPM principles and techniques include the following:

i. Select plants that are well adapted to soil conditions at the site.

ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.

iii. Provide irrigation appropriate to the water requirements of the selected plants.

iv. Select pest and disease resistant plants.

v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.

vi. Use "insectary" plants in the landscaping to attract and keep beneficial insects.

VI. Landscaping shall also comply with City of Livermore's "Water Efficient Landscape Ordinance". However, areas of a site used for bio-swales or other landscaped areas that function as a storm water treatment measure shall be exempt from the Water Efficient Landscaping requirements.

VII. An efficient irrigation system shall be installed in areas requiring irrigation. An example of an efficient irrigation system is one that includes a weather-based (automatic, self-adjusting) irrigation controller with a moisture and/or rain sensor shutoff, and in which sprinkler and spray heads are not permitted in areas less than 8 feet wide.

5. Pool, Spa, and Fountain Discharges

a. New or rebuilt swimming pools, hot tubs, spas and fountains must have a connection to the sanitary sewer to facilitate draining. This connection could be a drain in the pool to the sanitary sewer or a cleanout located close enough to the pool so that a hose can readily direct the pool discharge into the sanitary sewer cleanout.

b.When draining is necessary, a hose or other temporary system shall be directed into a sanitary sewer cleanout, or vegetated areas that are large enough to accommodate the volume without allowing the discharged water to flow to the storm drain system or receiving water body.

6. Food Service Equipment Cleaning

a. Food service facilities (including grocery stores) shall have a sink or other container for cleaning floor mats, equipment, and hood filters, which is connected to a grease interceptor prior to discharging to the sanitary sewer system. The cleaning area shall be large enough

to allow for the largest type of equipment that must be cleaned at the facility. The cleaning area shall be indoors or in a roofed area outdoors and must be plumbed to the sanitary sewer. The discharge of wastewater from these washing activities to the storm drain system is prohibited. Outdoor cleaning areas shall be designed to prevent storm water run-on from entering the sanitary sewer and to prevent wastewater runoff to the storm drain from washing activities. Signs shall be posted indicating that all food service equipment washing activities shall be conducted in this area.

b. An oil and grease interceptor with a minimum size of 750 gallons is required for all food service facilities (including restaurants and grocery stores). Facilities that do not have any cooking or any other grease generating processes may request an exemption from this requirement.

7. Refuse Areas

a. New or redevelopment projects shall provide a roofed and enclosed area for dumpsters, recycling containers, compactors, and food waste containers. The area shall be designed to prevent water run-on to the area, to prevent runoff from the refuse area and to properly contain litter and trash. Dumpster leakage from covered trash and food compactor enclosures shall drain to the sanitary sewer via connection to an approved oil and grease interceptor device.

b. Runoff from trash enclosures, recycling areas, and/or food compactor enclosures or similar facilities shall not discharge to the storm drain system. Trash enclosure areas shall be designed to avoid run-on to the trash enclosure area. In most cases, drains are not permitted within trash enclosure areas. A drain, however, must be provided for compactors. If a drain is required in or beneath dumpsters, compactors, and tallow bin areas, it shall be connected to a grease removal device prior to discharging to the sanitary sewer.

8. Outdoor Process Activities/Equipment[1]

a. Process activities shall be performed either indoors or in roofed outdoor areas. If performed outdoors, the area shall be designed to prevent the "run-on" of storm water drainage, as well, as the runoff from the area with process activities.

b. Process equipment areas shall drain to the sanitary sewer system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

9. Outdoor Equipment/Materials Storage

[1] Examples of businesses that may have outdoor process activities and equipment include machine shops and auto repair shops, and industries that have pretreatment facilities.

a. All outdoor equipment and materials storage areas shall be covered and/or bermed, or shall be designed with Best Management Practices (BMP) that effectively minimize the potential runoff and contact of storm water to pollutants.

b. Storage areas containing non-hazardous liquids shall be covered by a roof and be contained by berms, dikes, liners, vaults or similar spill containment devices.

c. All on-site hazardous materials and wastes, as defined and/or regulated by the California Public Health Code must be used, managed, and stored in compliance with the applicable Livermore Pleasanton Fire Department's requirements and regulations.

10. Vehicle/Equipment and Commercial/Industrial Cleaning

a. Wastewater from vehicle and equipment washing operations shall not be discharged to the storm drain system. Auto dealerships, however, may rinse off vehicle exterior surfaces for appearance purposes, provided only a minimum volume of water is used without soap or other cleaning agents.

b. Commercial/industrial facilities having vehicle/equipment cleaning needs shall either provide a roofed, bermed area for washing activities or discourage vehicle/equipment washing by removing hose bibs (faucets) and installing signs prohibiting such uses. Vehicle/equipment washing areas shall be paved, designed to prevent run-on to or runoff from the area, and plumbed to drain to the sanitary sewer via an oil water separator with a minimum size of 750-gallons or an approved equivalent pretreatment device.

c. Commercial car wash facilities shall be designed and operated such that no runoff from the facility is discharged to the storm drain system. Wastewater from the facility shall discharge to the sanitary sewer via an oil water separator with a minimum size of 750-gallons or an approved equivalent pretreatment device.

d. All facilities, which discharge wastewater generated from vehicle or equipment washing, must obtain a wastewater discharge permit from the City of Livermore's Water Resources Division prior to the commencement of the discharge.

11. Vehicle/Equipment Repair and Maintenance

a. Vehicle/equipment repair and maintenance shall be performed in a designated area indoors, or if such services must be performed outdoors, in an area designed to prevent the run-on and runoff of storm water. Oil and other automotive fluid change service must always be performed indoors.

b. Secondary containment shall be provided for exterior work areas where hazardous materials or hazardous wastes are used or stored. Drains shall not be installed within the secondary containment areas.

c. Vehicle service facilities shall not contain floor drains.

d. Tanks, containers, or sinks used for parts cleaning or rinsing shall not be connected to the storm drain system. Tanks, containers, or sinks used for such purposes shall not be directly connected to the sanitary sewer. Discharges to the sanitary sewer from such operations require prior approval from the Water Resources Division. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

12. Fuel Dispensing Areas

a. Fueling areas[2] shall have impermeable surfaces (i.e., portland cement concrete or equivalent smooth impervious surface) that are: a) graded at the minimum slope necessary to prevent ponding; and b) separated from the rest of the site by a grade break that prevents run-on of storm water to the maximum extent practicable.

b. Fueling areas shall be covered by a canopy or roof that extends a minimum of ten feet in each direction from each pump. Roof downspouts from the canopy or roof shall not drain onto the fueling area.

13. Loading Docks

a. Loading docks shall be graded to minimize run-on to and runoff from the loading area. Roof downspouts shall be positioned to direct storm water away from the loading area. Storm water runoff from loading dock areas shall be connected to a post-construction storm water treatment measure(s) prior to discharge to the storm drain system.

b. Door skirts between the trailers and the building shall be installed to prevent exposure of loading activities to rain, unless one of the following conditions applies: the loading dock is covered, or the applicant demonstrates that rainfall will not result in an exposure of storm water to pollutants.

14. Fire Sprinkler Test Water

Provisions shall be made in the project design and construction to allow for the discharge of fire sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

15. Miscellaneous Drain or Wash Water

a. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

[2] The fueling area shall be defined as the area extending a minimum of 6.5 feet from the corner of each fuel dispenser or the length at which the hose and nozzle assembly may be operated plus a minimum of one foot, whichever is greater.

b. For small air conditioning units, air conditioning condensate shall be directed to landscaped areas as a minimum BMP. For large air conditioning units, in new developments or significant redevelopments, condensation lines shall be connected to the sanitary sewer system, wherever feasible.

c. Roof drains shall discharge and drain away from the building foundation to landscaped areas wherever feasible.

d. Washing and/or steam cleaning activities must be performed at an appropriately equipped facility that drains to the sanitary sewer as specified in Section J. Any outdoor washing or pressure washing must be in compliance with the City's Stormwater Management Program requirements and managed in such a way that there is no discharge of soaps or other pollutants to the storm drain system. The applicant shall contact the Water Resources Division for specific discharge requirements.

16. Architectural Copper Installation

Projects with architectural copper should, if possible, purchase copper materials that have been pre-patinated at the factor. Whether patination is done offsite or onsite, applicant should consider coating the copper materials with an impervious coating that prevents further corrosion and runoff. If patination is done on-site, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

B. II. OPERATIONAL BMPS

This section details Best Management Practices (BMP) that private property owners and/or the occupants of private property must implement following the construction of projects. Ultimately, the responsibility for implementation of these BMPs rests with the property owners. The City of Livermore's Source Control Program routinely performs inspections of industrial and commercial sites to verify BMP implementation and effectiveness.

1. Paved Sidewalks and Parking Lots

Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer. Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall washwater containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Streets, Utilities and Common Areas

   a. The owner of private streets and storm drains shall prepare and implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.

   b. For residential developments, where other maintenance mechanisms are not applicable or otherwise in place, a Property Owners Association, Landscape& Lighting District, or an equivalent mechanism shall be created and shall be responsible for maintaining all private streets and private utilities and other privately owned common areas and facilities on the site including landscaping. These maintenance responsibilities shall include implementing and maintaining storm water BMPs associated with improvements and landscaping. CC&R's creating the association shall be reviewed and approved by the City prior to the recordation of the Final Map and recorded prior to the sale of the first residential unit. The CC&R's or Landscape & Lighting District shall describe how the storm water BMPs associated with privately owned improvements and landscaping shall be maintained and detail contact information for the entity responsible for such maintenance activities.

3. Vehicle/Equipment Repair and Maintenance

   a. No person shall dispose of, or permit the disposal, directly or indirectly, of vehicle fluids, hazardous materials, or rinse water from parts cleaning operations into storm drains.

   b. No vehicle fluid removal shall be performed outside a building, or on asphalt or ground surfaces, whether inside or outside a building, except in such a manner as to ensure that any spilled fluid will be in an area of secondary containment. Leaking vehicle fluids shall be contained or drained from the vehicle immediately.

   c. No person shall leave unattended drip parts or other open containers containing vehicle fluid, unless such containers are in use or in an area that cannot discharge to the storm drain.

4. Fueling Areas

The property owner shall dry sweep the fueling area and spot clean leaks and drips on a routine basis. Fueling areas shall not be washed down with water unless the wash water is collected and prevented from discharging to the storm drain system. Wash water resulting from the pressure washing of fueling areas must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer or hauled offsite for proper disposal through a licensed waste hauler.

5. Loading Docks

The property owner shall ensure that BMPs are implemented to prevent potential storm water pollution. These BMPs shall include, but are not limited to, a regular program of sweeping, litter control, and spill clean-up.

6. On-site Storm Drains

All on-site storm drains must be inspected and, if necessary, cleaned at least once a year immediately prior to the rainy season.

7. Architectural Copper Cleaning, Treating or Washing

When cleaning, treating or washing architectural copper features, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

10. WATER SUPPLY (CITY)

Because the Developer has chosen to install the City standard asphalt street section for the majority of the streets with only specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) in a few areas to act as "accents" to the project entry or other areas as approved by the City Engineer, the water lines may be publicly maintained. However, in order to facilitate the maintenance and repair of the water lines in the future, the Developer shall install a casing for the pipe or other pipe protective measures as approved by the City Engineer, in all locations where the pipe runs under specialty paving. Additionally, no pipe joints will be allowed in specialty paving areas.

Water mains shall be extended across all frontages of each phase and all waterline valves must notate "EPDM" on the valve body.

Because the project is located within the City of Livermore Water Zone 1, the developer shall install pressure reduction valves (PRVs), backflow prevention devices and appurtenances on the potable and reclaimed water services as directed by the City Engineer.

The fire service backflow preventer(s) shall be effectively screened from the public right-of-way while at the same time preserving ease of maintenance access to the backflow preventer(s). Screening shall be as specified on City Standard Detail W-10A, B and C. The fire service backflow preventer(s) shall meet the performance standards of the backflow preventer shown in City Standard Detail W-10A, B and C.

11. UNDERGROUNDING OF UTILITIES:

All existing and new electric (with the exception of any 60 KV and higher voltage wires) and

communication lines along the project frontage and within the project shall be placed underground. Electric, gas, Comcast and SBC utilities are required and shall be placed in a common trench. All electric transformers shall be placed underground.

12. TRAILWAY/BIKEWAY REQUIREMENTS

Active Transportation Plan

Certain portions of this development are within the City of Livermore Active Transportation Plan established and adopted as part of the General Plan. The Developer will be required to dedicate and develop that certain land within and adjacent to this development for various trail and bike way transportation purposes.

13. MEDIANS AND OTHER LANDSCAPED AREAS

Since the City has a new centralized irrigation system with a computer terminal and modem located at the City's Maintenance Service Center, the Developer shall install a City standard centralized irrigation controller system with communication accessories as approved by the City. The City may exempt this requirement based on the limited size of the landscape area.

14. HORTICULTURIST'S REPORT

A Horticulturist's report will be required if the site is located north of Highway I-580.

15. SPECIAL DISTRICTS

A. Landscaping and Lighting Maintenance and Operation N/A

B. Assessment District

This development shall annex into Citywide Community Facilities Maintenance District No 2021-1 to provide for maintenance funds for their pro-rata share of public infrastructure and landscaping that is installed with the Isabel Neighborhood Specific Plan.

The Developer shall initiate and bear the costs for the annexation into CFMD 2021-1.

Annexation documents shall be filed with the filing of the final map. The necessary documentation shall be submitted for City review with the first improvement plan submittal.

C. Mello Roos District

This development is within the Tri-Valley Technology Park Community Facilities District No. 99-1 and is subject to the charges and requirements thereof.

16. AIRPORT LOCATION

This development is located in the vicinity of the Livermore Municipal Airport. Aircraft operations in the vicinity of the property may potentially create nuisances, including but not limited to noise, vibration or odors. The owner and or future buyer should be aware that operations and flight numbers at the Livermore Municipal Airport could increase in the future. A report must be filed with the Division of Real Estate relative to this matter.

An aviation easement shall be granted to the City. The grant shall be made on the City's "Aviation Easement" form.

17. SUBDIVISION AGREEMENT AND SECURITY

Following tentative map approval, the Subdivision Improvement Agreement will not be submitted to the City Council until the Developer has submitted all of the documents indicated in the "Final Approval of Tract Map Checklist" in the Development Plan Check and Procedures Manual (30) days prior to the city council meeting at which the final map will be considered for final approval by the City Council.

18. FEE AMOUNTS

The Developer will be required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fee shall be the amount in effect at the time the fee is required to be paid.

19. VEHICLE ACCESS

Prior to or with the submittal for the first plan check of the tract improvement plans and final map, the Developer shall submit for review and approval a traffic control plan for providing safe entry to and exit from the site. The purpose of the plan is to insure that there will be safe entry and exit by construction and other vehicles prior to the installation of the required permanent improvements on North Canyons Parkway and Triad Place.

If this plan requires the construction of improvements on North Canyons Parkway and Triad Place, then these improvements shall be constructed prior to the beginning of any on-site work.

Access to the development by construction equipment, material delivery and other heavy loads shall be limited by the Developer to the following route:

I-580, Airway Blvd, North Canyons Parkway, Triad Place

Such heavy loads will not be allowed on existing residential streets in the vicinity of the development.

The wheel-loading on the above routes shall not exceed State load limits.

20. DEVELOPMENTS WITH PRIVATE ROADWAYS AND UTILITIES (Condominiums, Row Houses, Cluster, etc.)

The private improvements of the private street system are part of the improvements required of this subdivision. For this reason, the Developer shall pay Engineering Division plan check and construction inspection fees and the City Engineering Division will provide these services. The Developer will also provide subdivision security for the required private improvements.

JW:DES

S:\Development Projects\Planning Eng Conditions of Approval\Tentative Tracts\VTTM 8609 (SUB21-005) Triad Drive Condos INSP 2C - Denova Homes\VTTM 8609 (SUB21-005) Triad Condos Denova Homes 3-21-22.docx

Date: March 15, 2022

To: City of Livermore Planning
From: Ryan Rucker, Deputy Chief / Fire Marshal

Subject: Approval conditions for SUB21-005 VTTM 8609 Triad Condos, DeNova Homes

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Conditions of Approval

1. **Emergency responder radio coverage is required in accordance with section 510 of the fire code.**

2. **A sprinkler system is required in accordance with section 903 of the fire code with local ordinances.**

3. **Fire flow shall be in accordance with appendix B of the fire code with a 50 percent reduction for sprinklers.**

4. **FIRE HAZARDS: The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection in accordance with chapter 33 of the fire code.**

5. **FIRE PROTECTION FACILITIES: Prior to any construction framing, the applicant shall provide adequate fire protection facilities, including, but not limited to a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire.**

6. **WATER FLOW AND CONTROL VALVES: All fire sprinkler system water flow and control valves shall be complete and serviceable prior to final inspection. Prior to the occupancy of a building having a fire alarm system, the Fire Department shall test and witness the operation of the fire alarm system.**

7. **ELECTRICAL CONDUIT: Electrical conduit shall be provided to each fire protection system control valve including all valve(s) at the water connections. The Livermore-Pleasanton Fire Department requires electronic supervision of all valves for automatic sprinkler systems and fire protection systems.**

8. **LISTED: All commercial, industrial, and multi-family residential occupancies shall have valve tamper and water flow connected to a listed Central Station Service in accordance with NFPA 72. Fire Department plan check includes specifications, monitoring, installation, and alarm company certificates. Fire alarm control panel and remote annunciation shall be at location(s) approved by the Fire Prevention Bureau. All systems shall be point identified by individual device and annunciated by device type and point.**

9. **HAZARDOUS MATERIALS: Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the Livermore-Pleasanton Fire Department prior to commencing operations. Please contact the Hazardous Materials Coordinator at 925/454-2361.**

10. **FIRE HYDRANTS: Fire hydrants shall be installed at spacing not greater than 300 feet in industrial and commercial developments. Fire hydrants shall be installed at spacing not greater than 400 feet in residential developments.**

11. **FIRE LANE MARKING: On-site access ways and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs. Signs shall be according to State standards and read "No Parking – Fire Lane." The red curb striping, sign location(s), and sign language shall be included in the building permit submittal for review and approval by the Fire Department prior to building permit issuance.**

12. **FIRE VEHICLE ACCESS ROADS: Access roads shall have 13 feet, 6 inches unobstructed vertical clearance, 20 feet of unobstructed width (26 feet where occupied building floors exceed 30 feet height), and inside turning radius of 45 feet and outside turning radius of 55 feet. Unobstructed shall mean a clear travel way, excluding parking width, and designed for an emergency vehicle weight of 70,000 pounds under all weather conditions. Unobstructed width shall not include the width of rolled curbs, sidewalks, or non-drivable surfaces.**

13. **FIRE VEHICLE TURNAROUNDS: Where Fire Department vehicle access through or around a site involves changes in direction or curves, inside radius of 45 feet and outside radius of 55 feet shall be provided to facilitate fire truck turning radius for entry and exit from the site. Dead-end access ways and internal drives shall not exceed 300 feet in length and shall terminate in cul-de-sacs no less than 96 feet in diameter or hammer-head (tee). Standards and options are available through the Livermore-Pleasanton Fire Department, Fire Prevention Bureau.**

14. **PREMISES IDENTIFICATION: Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 12-inch high by 1-inch stroke. In all cases address numerals shall be of contrasting background and clearly visible in accordance with the Livermore-Pleasanton Fire Department Premises Identification Standards. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.**

15. **COMMERCIAL – NEW CONSTRUCTION: The following items shall be provided prior to any construction above the foundation or slab.**

    a. **Emergency vehicle access shall be provided to the site, including areas where construction is occurring. If Public Works Improvements are part of the project to access the site, an emergency vehicle access plan shall be submitted for review and approval to the Fire Department.**
    b. **If permanent access or site paving is not provided, the carrying capacity of the emergency vehicle access shall be 70,000 pounds under all weather conditions.**
    c. **Site staging area(s) shall be provided for materials and equipment. All staging areas shall be outside of the emergency vehicle access route shown on the approved plans.**
    d. **Where on-site fire hydrant(s) are required, they shall be installed, flushed and all valves open prior to any construction above the foundation or slab. This includes concrete tilt-up and masonry buildings.**
    e. **On-site fire hydrant(s) shall not be obstructed and shall be sufficiently above grade to have all hydrant valves and outlets accessible for emergency use.**
    f. **Where a project is phased as part of the development, specific access, water supply and fire hydrant installations will be required as part of each phase. As needed a phasing plan with these improvements will be required.**

g. **Where on-site grading/utility plans are submitted for review and approval prior to building construction drawings, emergency vehicle access routes, fire hydrant locations, material staging areas, etc. shall be provided.**

16. **FINAL INSPECTION: Prior to request for final inspection, all access roads, on-site access and fire hydrants shall be provided. All fire hydrants shall be accepted, inspected and tested to applicable City Standards.**

Isabel Neighborhood Specific Plan Mitigation Monitoring Program

SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
Traffic and Transportation			
3.3-2 Implementation of the proposed Plan would violate an air quality standard and contribute substantially to an existing or projected air quality violation during construction.	**MM-AQ-1: Require Construction Fleet to Use Renewable Diesel.** All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.	COL	TM, C
	MM-AQ-2: Require Use of Diesel Trucks with 2010-Compliant Model Year Engines. All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to use diesel trucks that have 2010 model year or newer engines. In the event that 2010 model year or newer diesel trucks cannot be obtained, the contractor must provide documentation to the City showing that a good faith effort to locate such engines was conducted.	COL	TM, C
	MM- AQ-3: Require Payment of Mitigation Fees to Offset Emissions Exceeding BAAQMD's Daily Pollutant Thresholds. The City shall work with BAAQMD's Office of Community Investment and Infrastructure (OCII) to establish City-specific construction emissions offset guidance that can be implemented to assess, determine, and issue mitigation fees that project applicants would be required to pay BAAQMD on a pro rata basis for all concurrently ongoing	COL, BAAQMD	TM, C

Responsible Agency/Department/Party

COL City of Livermore
Zone 7 Alameda County Flood Control District – Zone 7
LARPD Livermore Area Recreation and Park District
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	construction projects in the Planning Area to offset all pollutant emissions exceeding BAAQMD's daily pollutant thresholds. The offset fees may be paid into BAAQMD's Bay Area Clean Air Foundation (Foundation) in an amount to be determined at the time of mitigation. This mitigation (AQ-3) does not apply **if builder/contractor documents they will not exceed BAAQMD's dailey pollutant threshold,** This mitigation includes the following specific requirements: • For all construction projects occurring in the Planning Area, the applicants for each project shall require their construction contractors to estimate annual construction activity monitoring data for the following year. All applicants shall submit their estimated construction-related emissions to the City for review by November 1 of each year for the following construction year. • The City shall review all received construction estimates to ensure they are representative, total the emissions estimates for all construction projects that had activities that would be ongoing during the following construction year, and determine the total mitigation fee that would need to be submitted to BAAQMD to fund offsets for the portion of annual emissions that exceed BAAQMD's average daily thresholds for criteria pollutants. • In light of the total mitigation fee that was determined, and based on the construction emission amounts submitted by each applicant, the City shall appropriate the mitigation fee amount that would need to be submitted by each project applicant on a pro rata basis. The City shall issue the required mitigation fee amounts to each applicable project applicant.		

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	• Upon receiving the City's assigned mitigation fee amount, the applicants shall enter into a construction mitigation contract with BAAQMD to submit their apportioned mitigation fees.		
3.3-4 Implementation of the proposed Plan would result in a cumulatively considerable net increase of a criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).	**MM-AQ-1: Require Construction Fleet to Use Renewable Diesel.** All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.	COL	TM, C
	MM-AQ-2: Require Use of Diesel Trucks with 2010-Compliant Model Year Engines. All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to use diesel trucks that have 2010 model year or newer engines. In the event that 2010 model year or newer diesel trucks cannot be obtained, the contractor must provide documentation to the City showing that a good faith effort to locate such engines was conducted.	COL	TM, C
	MM- AQ-3: Require Payment of Mitigation Fees to Offset Emissions Exceeding BAAQMD's Daily Pollutant Thresholds. The City shall work with BAAQMD's Office of Community Investment and Infrastructure (OCII) to establish City-specific construction emissions offset guidance that can be implemented to assess, determine, and issue mitigation fees that project applicants would be required to pay BAAQMD on a pro rata basis for all concurrently ongoing construction projects in the Planning Area to offset all pollutant emissions exceeding BAAQMD's daily pollutant thresholds. The	COL. BAAQMD	TM, C

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	offset fees may be paid into BAAQMD's Bay Area Clean Air Foundation (Foundation) in an amount to be determined at the time of mitigation. This mitigation (AQ-3) does not apply **if builder/contractor documents they will not exceed BAAQMD's dailey pollutant threshold,** This mitigation includes the following specific requirements: • For all construction projects occurring in the Planning Area, the applicants for each project shall require their construction contractors to estimate annual construction activity monitoring data for the following year. All applicants shall submit their estimated construction-related emissions to the City for review by November 1 of each year for the following construction year. • The City shall review all received construction estimates to ensure they are representative, total the emissions estimates for all construction projects that had activities that would be ongoing during the following construction year, and determine the total mitigation fee that would need to be submitted to BAAQMD to fund offsets for the portion of annual emissions that exceed BAAQMD's average daily thresholds for criteria pollutants. • In light of the total mitigation fee that was determined, and based on the construction emission amounts submitted by each applicant, the City shall appropriate the mitigation fee amount that would need to be submitted by each project applicant on a pro rata basis. The City shall issue the required mitigation fee amounts to each applicable project applicant.		

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	• Upon receiving the City's assigned mitigation fee amount, the applicants shall enter into a construction mitigation contract with BAAQMD to submit their apportioned mitigation fees.		
3.3-5 Implementation of the proposed Plan would expose sensitive receptors to substantial pollutant concentrations from new sources of toxic air containments.	**Mitigation Measure AQ-4: Require Future Projects Located within 1,000 Feet of Receptors Perform a Construction Health Risk Assessment**. All applicants proposing development of projects within 1,000 feet of existing sensitive receptors, as defined by the Bay Area Air Quality Management District (BAAQMD), shall prepare a site-specific construction health risk assessment (HRA) taking into account both project-level and cumulative health risks (including existing TAC sources). If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures for adjacent receptors may be less than BAAQMD project-level and cumulative thresholds (as appropriate), then additional mitigation would be unnecessary. However, if the HRA demonstrates that health risks would exceed BAAQMD project-level and/or cumulative thresholds (as appropriate), additional feasible on- and offsite mitigation shall be analyzed by the applicant to help reduce risks to the greatest extent practicable.	COL, BAAQMD	TM, C, PC

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Energy, Greenhouse Gases, and Climate Change			
3.4-2 Implementation of the proposed Plan would generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment.	**MM- GHG-1**: Operational GHG Emissions Reduction Measures. Implement the following GHG emissions reduction strategies to guide future development within the Planning Area: 1. Require that a minimum of 20 percent of housing allowed under the proposed Plan be affordable (below market-rate) housing. 2. Incorporate street and intersection traffic calming measures to a minimum of 25 percent of streets and intersections in the Planning Area. Street traffic calming features may include, but are not limited to, on-street parking, planter strips with street trees, chicanes, horizontal shifts (lane centerline that curves or shifts), bollards, rumble strips, and woonerfs, Intersection traffic calming measures may include, but are not limited to, marked crosswalks, count-down signal timers, curb extensions, channelization islands, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, and traffic circles or mini-circles. 3. Expand the existing local bus network in the Planning Area by a minimum of 25 percent by adding or modifying bus routes to increase accessibility to the BART station at Isabel Avenue. 4. Require all new development to install indoor water efficient appliances and fixtures to achieve a minimum of 15 percent reduction in water usage and require applicants for new development to submit landscape and irrigation plans capable of achieving a minimum of 10 percent reduction in outdoor water usage. The percent reductions should be achieved over baseline water use conditions in the City at the time of	COL	TM, FM, BP, PC

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	development. 5. Require a minimum solid waste diversion rate of 85 percent to be achieved by 2040. 6. Require electric-only appliances and HVAC (e.g. no natural gas heating, cooling, or cooking). 7. Require employers with more than 50 employees to provide a suite of travel demand reduction measures (TDM) capable of reducing single-vehicle trips by at least 20 percent compared to normal trip generation rates.		
3.4-3 Implementation of the proposed Plan would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.	**MM- GHG-1**: Operational GHG Emissions Reduction Measures. Implement the following GHG emissions reduction strategies to guide future development within the Planning Area: 1. Require that a minimum of 20 percent of housing allowed under the proposed Plan be affordable (below market-rate) housing. 2. Incorporate street and intersection traffic calming measures to a minimum of 25 percent of streets and intersections in the Planning Area. Street traffic calming features may include, but are not limited to, on-street parking, planter strips with street trees, chicanes, horizontal shifts (lane centerline that curves or shifts), bollards, rumble strips, and woonerfs, Intersection traffic calming measures may include, but are not limited to, marked crosswalks, count-down signal timers, curb extensions, channelization islands, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, and traffic circles or mini-circles. 3. Expand the existing local bus network in the Planning Area by	COL	TM, FM, BP, PC

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	a minimum of 25 percent by adding or modifying bus routes to increase accessibility to the BART station at Isabel Avenue. 4. Require all new development to install indoor water efficient appliances and fixtures to achieve a minimum of 15 percent reduction in water usage and require applicants for new development to submit landscape and irrigation plans capable of achieving a minimum of 10 percent reduction in outdoor water usage. The percent reductions should be achieved over baseline water use conditions in the City at the time of development. 5. Require a minimum solid waste diversion rate of 85 percent to be achieved by 2040. 6. Require electric-only appliances and HVAC (e.g. no natural gas heating, cooling, or cooking). 7. Require employers with more than 50 employees to provide a suite of travel demand reduction measures (TDM) capable of reducing single-vehicle trips by at least 20 percent compared to normal trip generation rates.		
Noise			
3.6-1 Implementation of the proposed Plan could expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies.	**MM NOI-1**. Implement Traffic Noise Reduction Measures at Existing Sensitive Receptors. *Stationary Equipment Noise* Noise from mechanical equipment in the Planning Area could include HVAC and other mechanical equipment (e.g., larger mechanical equipment, emergency generators, etc.). As discussed under Impact 3.6-1 above, Policy P1 under Objective N-1.5 in the City General Plan states that the City shall require that industrial and commercial uses be designed and operated so as to avoid the generation of noise effects on surrounding sensitive land uses	COL	TM, BP, C, PC

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	(e.g., residential, churches, schools, hospitals) from exceeding the following noise levels for exterior environments: (a) 55 dBA L50 (7:00 a.m. to 10:00 p.m.) (b) 45 dBA L50 (10:00 p.m. to 7:00 a.m.). In addition, Policy P-ENV-8 under the proposed Plan, described previously, would ensure that noise from noise-generating land uses, as measured from the property line, would be limited as follows: • In residential areas of the Isabel Neighborhood, exterior noise levels may not exceed 65 dBA from 7:00 a.m. to 12:00 a.m or 60 dBA from 12:00 a.m. to 7:00 a.m. • Along Main Street and in the office, commercial, or business park areas of the Isabel Neighborhood, exterior noise levels may not exceed 75 dBA from 7:00 a.m. to 12:00 a.m or 65 dBA from 12:00 a.m. to 7:00 a.m.		
3.6-3 Implementation of the proposed Plan could result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.	**MM NOI-1.** Implement Traffic Noise Reduction Measures at Existing Sensitive Receptors. ***Stationary Equipment Noise*** Noise from mechanical equipment in the Planning Area could include HVAC and other mechanical equipment (e.g., larger mechanical equipment, emergency generators, etc.). As discussed under Impact 3.6-1 above, Policy P1 under Objective N-1.5 in the City General Plan states that the City shall require that industrial and commercial uses be designed and operated so as to avoid the generation of noise effects on surrounding sensitive land uses (e.g., residential, churches, schools, hospitals) from exceeding the following noise levels for exterior environments: (a) 55 dBA L50 (7:00 a.m. to 10:00 p.m.) (b) 45 dBA L50 (10:00 p.m. to 7:00 a.m.). In addition, Policy P-ENV-8 under the proposed Plan, described previously, would ensure that noise from noise-generating land uses, as measured from the property line, would be limited as follows:	COL	TM, BP, PC, C

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	• In residential areas of the Isabel Neighborhood, exterior noise levels may not exceed 65 dBA from 7:00 a.m. to 12:00 a.m or 60 dBA from 12:00 a.m. to 7:00 a.m. • Along Main Street and in the office, commercial, or business park areas of the Isabel Neighborhood, exterior noise levels may not exceed 75 dBA from 7:00 a.m. to 12:00 a.m or 65 dBA from 12:00 a.m. to 7:00 a.m.		
Biological Resources			
3.7-1 Implementation of the proposed Plan would have a substantial adverse effect, either directly or through habitat modifications, on special-status species.	**MM-BIO-1**: If impacts to special-status plan species are unavoidable, Prepare and implement a salvage, relocation, or propagation and monitoring plan for special-status plant species. If a protocol-level botanical survey reveals the presence of special-status plant species in the Planning Area, all directly affected areas of special-status plants will be documented by a qualified botanist or ecologist retained by project proponents prior to issuance of grading permits, consistent with Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities State of California (CDFW, 2009). Documentation will include density and percent cover; key habitat characteristics, including soil type, associated species, hydrology, and topography; and photographs of preconstruction conditions. Impacts to rare (California Rare Plant Rank 1 and 2) native plant species will be avoided where feasible. If impacts to such species are unavoidable, the project proponent will notify USFWS and/or CDFW and a qualified botanist or restoration ecologist will prepare a salvage, relocation, or propagation and monitoring plan in coordination with USFWS and/or CDFW prior to construction to address affected special-status plant species. The plan will include provisions that address the techniques, location, and procedures required for the successful establishment of the plant populations. The plan will include provisions for performance that address survivability	COL. Zone 7, CDFW, USFW	TM, C, PC

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	requirements, maintenance, monitoring, implementation, and the annual reporting requirements. Monitoring and success criteria applicable to special-status plant salvage, relocation, or propagation will require the following. • At least two surveys by a qualified botanist or ecologist per monitoring year. • At least 80 percent of the planted area must support vegetation composition and density consistent with reference population conditions. • At least 80 percent of the planted area must support target species amounts similar to reference feature conditions. • A minimum of five consecutive years of monitoring to ensure success criteria are met. • Remedial actions to restore intended ecological function of planted areas that fail to meet the success criteria for three consecutive years. **MM-BIO-2**: Avoid nesting birds where feasible. Proponents (or their contractors) of specific projects under the proposed Plan shall conduct construction activities outside the bird nesting season (February 1 to August 31) to the extent feasible. If construction initiation is unavoidable during this time, the project proponent or its contractor will retain a qualified wildlife biologist with demonstrated nest-searching experience to conduct preconstruction surveys for nesting birds (including raptors, but excluding burrowing owl) within 300 feet and including the near-term or longer-term improvements environmental footprints. Adjacent lands outside the development footprints will be scanned with binoculars from the limit of ground-disturbance and publicly accessible areas. Preconstruction surveys will occur no more than three days prior to the onset of ground-disturbing activities (including clearing, grubbing, and		

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	staging) at each development area. If active nests are found in the development footprints, the biologist will establish a no-disturbance buffer around the nest and mark the buffer perimeter with high-visibility fencing, flagging, or pin flags. The size of the buffer will be based on the species' sensitivity to disturbance and planned work activities in the vicinity; typical buffer sizes are 250 feet for raptors and 50 feet for other birds. The buffer will remain in place until the nest is no longer active, as determined by the biologist. Buffers for any nests found outside but within 300 feet of the development sites will be established based on the biologist's best professional judgment whether the work would result in nest abandonment. If a lapse in construction activities of 15 days or longer at a previously surveyed environmental footprint occurs, another preconstruction survey will be conducted. If structure demolition activities cannot occur outside of the nesting season, the project proponent or its contractor will remove inactive nests from the structure to be demolished and install nest exclusion measures (e.g., fine mesh netting, panels, or metal projectors) outside of the nesting season. All exclusionary devices will be monitored and maintained throughout the breeding season to ensure that they are successful in preventing the birds from accessing the cavities or nest sites. No more than three days prior to structure demolition activities, a qualified biologist will conduct a preconstruction survey of all potential nesting habitat on the structures to be demolished/modified and the surrounding areas for the presence of active nests. If active nests are found on the structures or in the affected area, then demolition/modification activities will not proceed until the biologist verifies that all nests on the structures are inactive. After all surveys and/or nest deterrence activities are completed at each development footprint, the biologist will complete a memorandum detailing		

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	the survey effort and results and submit the memorandum to the project proponent within seven days of survey completion. **MM-BIO-3**: Avoid burrowing owl nesting where feasible. Prior to any construction activity planned during the fall and winter non-nesting season (September 1 through January 31) or at any time during the construction process, proponents of projects proposed within the Planning Area will retain a qualified wildlife biologist to conduct a preconstruction survey for burrowing owls. Surveys will be conducted at each area of suitable habitat that will be disturbed no more than seven days prior to ground-disturbing activities and will cover all suitable burrowing owl habitat subject to disturbance pursuant to CDFW's Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game, 2012). If any burrowing owls are found within the disturbance area, the project proponent will notify CDFW and will proceed under CDFW direction. If construction is planned to occur during the nesting season (February 1 through August 31), the project proponent will retain a qualified wildlife biologist to conduct a breeding season burrowing owl survey in the year prior to construction. The survey will be conducted to determine if there is a breeding pair within approximately 500 feet of each development footprint, unless the biologist determines that a smaller survey buffer around the construction footprint is warranted based on preexisting background disturbance and conditions. Survey visits will be timed in accordance with CDFW guidelines (California Department of Fish and Game, 2012). This will provide the project team advance notice of nesting owls in the development area and allow ample time to discuss appropriate avoidance measures with CDFW. In addition, preconstruction surveys will be conducted no more than seven days prior to ground disturbance in all areas of the development footprint supporting burrowing owl habitat. If the biologist identifies the		

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	presence of a burrowing owl nest in an area scheduled to be disturbed by construction, a 660-foot no-activity buffer will be established and maintained around the nest while it is active. Surveys and buffer establishment will be performed by qualified wildlife biologists, and buffers will be coordinated with CDFW by contacting the appropriate CDFW personnel, and will be subject to CDFW review and oversight. **MM-BIO-4**: Avoid tricolored blackbird breeding habitat where feasible. If construction activities in or within 300 feet of freshwater emergent wetland habitat occur during the breeding season (February 1 through August 31), the project proponent will retain a qualified biologist to conduct surveys for the presence of a tricolored blackbird nesting colony or nests. If an active nest colony or nest is observed by the qualified biologist, then a no-disturbance buffer of 250 feet will be established until the end of the breeding season or until the nesting colony or nest is determined inactive by the biologist. Nest buffers may be reduced if site-specific conditions reduce the possibility of near-term or longer-term improvements disturbance, as determined by the qualified biologist in coordination with CDFW. **MM-BIO-5**: Avoid western pond turtle where feasible. Prior to the start of construction within western pond turtle habitat (i.e., any undeveloped areas within 400 feet of riverine aquatic habitat, freshwater emergent wetlands, vernal pools, or seasonal wetlands), proponents of proposed projects within the Planning Area shall retain a biologist approved by the CDFW to survey for western pond turtles. Surveys will be conducted at each habitat area no more than seven days prior to the initiation of ground disturbance at that location. If preconstruction surveys identify active nests, the biologist will establish 50-foot no-disturbance buffer zones around each nest using temporary orange construction fencing with a four-inch-tall gap		

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	below the fence. The fencing will be permeable to young turtles and allow them to move away from the nest following hatching. The buffer zones and fencing will remain in place until the biologist has confirmed that the young have left the nest. If non-nesting pond turtles are found in the footprint, the biologist will remove and relocate them to suitable habitat outside the environmental footprint. Relocation sites will be subject to CDFW approval. **MM-BIO-6**: Avoid San Joaquin kit fox and American badger where feasible. Within one year but no less than three months prior initiating construction, proponents of specific projects within the Planning Area will retain qualified biologists to identify potential kit fox and badger dens in the development footprint and surrounding 200 feet. The biologist will prepare a report summarizing the survey observations and results, including maps depicting the locations of potential badger dens and, if possible, occupancy. The report will be submitted to the project proponent and CDFW. Prior to construction, the project proponent will retain qualified biologists to implement preconstruction surveys of previously identified potential kit fox and badger dens to determine if they are natal kit fox or American badger dens no less than 14 days and no more than 30 days before the initiation of construction at each development footprint (e.g., one week ahead of the construction crew for linear components). Construction activities will not occur within 100 feet of a potential den during the natal period (February 1 to September 30). If a known den or natal den is present within the permanent construction footprint or within 200 feet of the construction footprint during the natal period (100-foot buffer during the nonnatal period), the kit fox or badger will be excluded outside of the natal period (from November 1 to January 31). A summary report will be prepared by the biologists and submit to the project proponent and CDFW following completion of all kit fox or badger avoidance and exclusion activities.		

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USFWS United States Fish and Wildlife Service
LVJUSD Livermore Valley Joint Unified School District
LPC Las Positas College
BAAQMD Bay Area Air Quality Management District

Timing of Verification

TM Prior to approval of tentative tract maps
FM Prior to approval of final tract maps
BP Prior to approval of building and/or grading plans
C During construction
PC Post construction/on-going

SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
	MM-BIO-7: Avoid California tiger salamander and California red-legged frog where feasible. Proponents of specific projects within the Planning Area shall retain a USFWS and/or CDFW-approved biologist (as appropriate) to identify and flag (pin flags or 4-foot lath) all suitable aquatic habitat for California tiger salamander and California red-legged frog outside of but adjacent to development footprints and ground-disturbance areas prior to staging, vegetation clearing, grading, or other construction activities. The project proponent or its contractor will protect habitat areas by installing orange exclusion and erosion control fencing at the maximum practicable distance from the work site or, if feasible, at least 500 feet from the aquatic habitat edge, wet or dry, to make it easily visible by construction crews. A qualified biologist will conduct a preconstruction survey each morning before construction activities begin and continue to monitor ground-disturbing construction activities where suitable habitat occurs during all phases of construction to remove any California tiger salamander and California red-legged frogs found in the development footprint. Individual salamanders and frogs will be moved immediately to a relocation site that is a minimum of 330 feet from the construction boundary. The relocation site will be determined in coordination with USFWS and/or CDFW prior to the commencement of construction activities. Construction activities near drainages and wetland complexes identified as potential movement corridors shall take place between July 1 and October 1, when the California tiger salamander and California red-legged frog are least likely to be present in the development area. To discourage California tiger salamander and California red-legged frogs from entering the improvements areas via ditches, the ditches will be		

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	equipped with lightweight, one-way flow gates. These will be designed so that water can easily pass from the construction site to the ditches, but small vertebrates such as the salamander or frog cannot move upstream from ditches to the development area. **MM-BIO-8**: Avoid Callippe silverspot butterfly where feasible. Prior to construction, proponents of specific projects within the Planning Area will retain a qualified botanist or biologist with experience in identifying Viola pedunculata, the host plant for Callippe silverspot butterfly, to identify and flag (with pin flags or 4-foot lath) any Viola pedunculata individuals during its blooming season (February to April) when the species is readily identifiable in and within 50 feet of the near-term and longer-term improvements that will affect California annual grassland. The locations of Viola pedunculata outside of the ground disturbance area of the near-term or longer-term improvements will be included on grading plans and avoided by construction personnel. The biologist will document the number and density of host plants that are unavoidable in development footprints. This information shall be compiled in a report and submit to USFWS prior to initiation of ground disturbance. The project proponent or its contractor will adhere to the following host plant avoidance measures. • No herbicide application will occur within 100 feet of host plant populations. Spot application to cut stumps, frilled stems, or injection into stems is acceptable. No broadcast herbicide applications will be used. • Cut trees that are removed in the vicinity of host plants will be hand carried rather than dragged to disposal areas. • Avoid or minimize the removal of host plant, Viola pedunculata.		

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	• Avoid work in suitable habitat during the flight and mating season (mid-May to mid-July) to the extent feasible. **MM-BIO-9**: Avoid roosting bats where feasible. If tree removal and trimming cannot be conducted between September 15 and October 30, proponents of projects implemented under the proposed Plan will retain a qualified biologist to examine trees to be removed or trimmed for suitable bat roosting habitat no more than 2 weeks before removal and trimming. High-quality habitat features (large tree cavities, basal hollows, loose or peeling bark, larger snags, palm trees with intact thatch, etc.) will be identified and the area around these features searched for bats and bat signs (e.g., guano, culled insect parts, urine staining, etc.). Mixed willow riparian scrub and stands of mature broadleaf trees should be considered potential habitat for solitary foliage-roosting bat species. Passive monitoring using full spectrum bat detectors may be needed if identification of bat species is required. Survey methods will be discussed with CDFW prior to the start of surveys. Measures to avoid and minimize impacts on sensitive bats species will be determined in coordination with CDFW and may include the following. • Tree removal will be avoided between April 1 and September 15 (the maternity period) to avoid effects on pregnant females and active maternity roosts (whether colonial or solitary). • All tree removal will be conducted between September 15 and October 30, which corresponds to a time period when bats have not yet entered torpor or would be caring for nonvolant (non-flying) young. • Each tree will be removed in pieces rather than felling the entire tree. • If a maternity roost is located, whether solitary or colonial, that roost will remain undisturbed until September 15 or a qualified biologist		

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	has determined the roost is no longer active. • If avoidance of nonmaternity roost trees is not possible, and tree removal or trimming must occur between October 30 and September 15, qualified biologists will monitor tree trimming and removal. If possible, tree trimming and removal should occur in the late afternoon or evening when it is closer to the time that bats would normally arouse. Prior to removal and trimming, each tree will be shaken gently and several minutes should pass before felling trees or limbs to allow bats time to arouse and leave the tree. The biologists will search downed vegetation for dead and injured bats. The presence of dead or injured bats that are species of special concern will be reported to CDFW. The biologist will prepare biological monitoring report, which will be provided to the project proponent and CDFW.		
3.7-2 Implementation of the proposed Plan would not adversely affect riparian habitat and/or other sensitive natural communities in the Planning Area.	**MM-BIO-10:** Avoid and protect riparian habitat during construction. Proponents of specific projects under the proposed Plan will ensure that a qualified resource specialist (i.e., biologist, botanist, or ecologist) will clearly identify riparian habitat to be preserved abutting the development area and outside of the direct construction area with high-visibility construction fencing or markers (e.g., lathe or pin flags) before site preparation. Construction will not encroach upon sensitive natural communities identified by the resource specialist. The resource specialist will use the project's verified wetland delineation, soils data, and land cover data to confirm the location of riparian habitat boundaries based on existing conditions at the time of the avoidance marking. Exclusion fencing or markers will be installed before construction activities are initiated, and the fencing will be maintained throughout the construction period. No construction activity, traffic, equipment, or materials will be permitted in fenced sensitive natural	COL. ZONE 7, USFW, CDFW	TM, C

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ATTACHMENT 4

SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
	community areas. Exclusion fencing and markers will be removed following completion of construction activities. All conditions imposed by State and federal permits for individual improvements will be clearly identified in the construction plans and specifications and monitored during and after construction to ensure compliance. **MM-BIO-11:** Compensate for loss of riparian habitat. • For direct effects on woody riparian trees that cannot be avoided, proponents of specific projects under the proposed Plan will compensate for the loss of riparian habitat to ensure no net loss of habitat functions and values. Compensation ratios will be based on site-specific information and determined through coordination with the appropriate State and federal agencies during the permitting process. At a minimum, the compensation ratio will be 2:1 (e.g., two acres restored/created/enhanced or credits purchased for every 1 acre removed) for permanent impacts and 1:1 for temporary impacts (where riparian habitat will regenerate to pre-activity character within one year). Compensation may be a combination of offsite restoration or mitigation credits. The project proponent or its contractor will develop a restoration and monitoring plan that describes how riparian habitat will be enhanced or recreated and monitored over at least 5 years, or as determined by the appropriate State and federal agencies. • If the project proponent identifies suitable onsite areas (adjacent to the permanent construction footprint) that are outside the development footprint and chooses to compensate onsite or in the project's vicinity, a revegetation plan will be prepared. The revegetation plan will be developed prior to the removal of existing riparian vegetation and will be conducted onsite or in the near-term		

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SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
	or longer-term improvements vicinity to the extent feasible; however, mitigation site selection will avoid areas where future development or maintenance are likely. The revegetation plan will be prepared by a qualified botanist or restoration specialist with experience in riparian restoration and reviewed by the appropriate agencies. The revegetation plan will specify the planting stock appropriate for each riparian land cover type and each mitigation site, ensuring the use of genetic stock from the corresponding development area by project. The plan will employ the most successful techniques available at the time of planting. Success criteria will be established as part of the plan and will include a minimum of 70 percent revegetation success after three years, 80 percent revegetation success at the end of five years, and 75 percent vegetative coverage after five years. • The project proponent or its contractor will retain a qualified botanist, restoration ecologist, or biologist with experience in riparian restoration to monitor the plantings as necessary for five years. The project proponent or its contractor will be responsible for maintaining the plantings, including managing invasive plants (as defined by the California Invasive Plant Council) and other weeds, and implementing irrigation and plant protection if necessary. The project proponent or its contractor will submit annual monitoring reports to the regulatory agencies issuing permits related to habitat effects, including CDFW, USACE, and USFWS. Replanting will be necessary if success criteria are not met, and replacement plants subsequently will be monitored and maintained to meet the success criteria. The riparian habitat mitigation will be considered successful when the sapling trees established meet the success criteria, the habitat no longer requires substantial active management, and vegetation is arranged in groups that, when mature, replicate the area, natural structure, stratification, and species composition of similar riparian habitats in the region.		

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SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
3.7-3 Implementation of the proposed Plan would not adversely affect federally protected wetlands and other waters regulated under Section 404 of the Clean Water Act.	**MM-BIO-12:** Avoid and protect wetlands during construction. Proponents of specific projects under the proposed Plan will ensure that a qualified resource specialist (i.e., wetland biologist, ecologist, or soil scientist) will clearly identify wetland areas to be preserved abutting the development area and wetland areas outside of the direct construction area with high-visibility construction fencing or markers (e.g., lathe or pin flags) before site preparation. Construction will not encroach upon jurisdictional wetlands identified by the resource specialist. The resource specialist will use the development footprint and verified wetland delineation to confirm the location of wetland boundaries based on existing conditions at the time of the avoidance marking. Exclusion fencing or markers will be installed before construction activities are initiated, and the fencing will be maintained throughout the construction period. No construction activity, traffic, equipment, or materials will be permitted in fenced wetland areas. Exclusion fencing and markers will be removed following the completion of construction activities. All conditions imposed by the projects' State and federal permits will be implemented as part of the construction, with ultimate enforcement oversight by applicable State and federal agencies. The conditions will be clearly identified in the construction plans and specifications and monitored during and after construction to ensure compliance. **MM-BIO-13**: Compensate for impacts on jurisdictional wetlands and non-wetland waters of the United States (aquatic resources) prior to near-term and longer-term improvements impacts during construction. If projects impact jurisdictional wetlands and non-wetland waters, proponents of these specific projects under the proposed Plan will develop an aquatic resource (wetlands and non-wetland waters of the United States) mitigation plan, subject to approval by the USACE, which will ensure no net	COL. ZONE 7, USFW, CDFW	TM, C

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	loss of wetlands from development impacts. The plan will detail the amount and type of wetlands (based on the projects' verified wetland delineation) that will be compensated for (through preservation, creation, or restoration) for impacts on existing wetlands and non-wetland waters of the United States (aquatic resources), and outline the monitoring and success criteria for the compensation wetlands and non-wetland waters of the United States. Additional enhancement options include fish barrier removal, riparian restoration, floodplain restoration, and streambank layback to improve overall ecologic function and connectivity of wetland and non-wetland waters. Enhancement sites will be located as near the impact location as possible but, in the event that local enhancement opportunities are not available, such activities will occur within the same stream system or watershed to provide improved ecologic function and connectivity of wetlands and non-wetland waters affected by development activities. Monitoring and success criteria applicable to created or restored wetlands will require the following. • At least two surveys by a qualified wetland biologist, botanist, or ecologist per monitoring year. • At least 80 percent of the created or restored features support vegetation consistent with reference feature conditions. • At least 80 percent of the created or restored features support hydrologic regimes similar to reference feature conditions. • A minimum of five consecutive years of monitoring to ensure success criteria are met. • Remedial actions to restore intended ecological function of created or restored features that fail to meet the success criteria for three consecutive years.		

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	Once the plan is approved, the project proponent will implement the aquatic resource compensation measures prior to the initiation of development construction. The project proponent will be responsible for funding compensatory mitigation, monitoring of the created or restored features per the mitigation plan, and any remedial actions necessary. All conditions that are attached to the State and federal permits will be implemented as part of the development project, with ultimate enforcement oversight by applicable State and federal agencies. The conditions will be clearly identified in the construction plans and specifications and monitored during and after construction to ensure compliance.		

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CITY OF LIVERMORE COMMUNITY DEVELOPMENT DEPARTMENT

DEVELOPMENT IMPACT AND CONNECTION FEES

ATTACHMENT 4

Exhibit D

TYPE OF FEE	CITY CODE AND RESOLUTION	WHEN PAYABLE	AMOUNT OF FEE
City Storm Drainage	Title 13.44.020,050,100 Ord. 1923 Reso. 2010-177	With Building Permit	$0.47/SF Impervious Surface
County Storm Drainage Building Zone 7	ACFC & WCD Co. Ord. 0-2010-001 Reso. R-2001-4	With Building Permit	$1.00/SF Impervious Surface
County Storm Drainage Public Improvements e.g. streets, sidewalks, trails, etc.	ACFC & WCD Co. Ord. 0-2010-001 Reso. R-2001-4	With filing of Final Map or approval of Improvement Plans	$1.00/SF Impervious Surface
County Storm Drainage - Capital Improvements	ACFC & WCD Co. Ord. 0-2010-001 Reso. R-2001-4	With award of contract	$1.00/SF Impervious Surface
Sanitary Sewer Connection	Title 13.28.050 Ord. 1740 Reso. 2010-177	With Building Permit	**See Attached Exhibit "A"**
Park Land Dedication	Title18.32.020 Ord. 1744 Reso. 2004-259	Concurrently with, or before the filing of the first parcel or final map	The City may approve a credit against the Park Facilities Fee for park land dedication made under LMC 18.32.020. The credit may not exceed the value of the dedication requirement. See LMC 12.60.070 for credit details N/A for Non-Residential
Park Facilities Fee	Title 12.60 Ord. 1743 Reso. 2005-152	With Building Permit	**See Attached Exhibit "B"**
City Water Connection (1)	Title 13.20.020 Ord. 1507 Reso. 2010-177	With Building Permit	5/8" $4,608 3/4" $6,913 1" $11,521 1-1/2" $23,042 2" $36,868 Price per User for Meter Size, FOR LARGER METERS, INQUIRE
Alameda County Water Connection Zone 7	Ord. FC 72-1 as amended by FC-96-1792 and updated 10-20-10	With Building Permit **See Zone 7 Attachment**	5/8" $29,440 3/4" $44,160 1" $73,600 Price per User for Meter Size, FOR LARGER METERS, INQUIRE
In-Lieu Low Income Housing Fee (Residential) For Sale & Neighborhood Plan Areas	Title 3.26 Reso. 2020-186 Ord. 1988 and 1989	With Building Permit **(Effective 10/26/2020)**	$29.23/SF for all residential housing developments 10 units or less. Projects more than 10 units are subject to must-build requirement of ordinance. Rental exempt from In-Lieu with exception of Neighborhood Plan Areas (Pell & Brisa)
Low Income Housing Impact Fee (Commercial and Industrial)	Title 3.26 Reso. 99-18 Ord. 1549	With Building Permit	**Commercial** / **Unit** / **KSF Fee per Unit** Retail Commercial / KSF / $1,367 Discount/Service Retail / KSF / $1,029 Office Commercial / KSF / $878 Hotels/Motels / Room / $671 **Industrial** Manufacturing / KSF / $422 Warehouse/Storage / KSF / $123 Business/Commercial / KSF / $872 Industrial, High Intensity / KSF / $433 Industrial, Low Intensity / KSF / $274

(1) Areas within the California Water Service Area do not pay a City water connection fee. Areas within the Greenville/Vasco Assessment District or within Triad Park do not pay a City water connection fee. The fee for a single family residential unit is the 5/8 inch meter fee.

(2) All projects within the Downtown Specific Plan are subject to both City Wide General Plan & Downtown Specific Plan cost recovery. Any project that paid planning entitlement fees prior to July 27, 2008 is not subject to this fee, regardless of when they pull building permits.

NOTE: Subject to adjustment each year per Construction Cost Index

NOTE: No impact fees can be charged for ADUs less than 750 square feet. Impact fees allowed for ADUs 750 square feet or larger but shall be charged proportionately in relation to square footage of the primary dwelling.

TYPE OF FEE	CITY CODE AND RESOLUTION	WHEN PAYABLE	AMOUNT OF FEE
Traffic Impact Fee **NOTE:** If special Assessment District exists, special calculations are required	For info regarding the appropriate development categories see Section 12.30 of the City of Livermore Municipal Code Reso 2005-151 Ord. 1742	With Building Permit	See Attached Exhibit "C"
Tri-Valley Transportation Development (TVTD) Fee See Attached Annual Adjustment to TVTD Fee	Title 12.24.050 Ord. 2012 Reso. 2014-184 *Reso 2015-01 **Reso 2019-03	With Building Permit	Residential — Fee Per Unit Single family — $4,901.69 Multi-family — $3,376.47 Affordable Housing* — $0.00 ADU/SDU** — $0.00 Non Residential — Per KSF Retail — $3,630.00 Office — $8,330.00 Industrial — $4,850.00 Average Peak Hour Trip Other — $5,446.41

SCHOOL IMPACT FEES:

The City of Livermore collects School Mitigation Development Fees (school fees) on behalf of the Livermore Valley Joint Unified School District. The fees must be paid for by cash or a check made out to the City of Livermore. Fees are due upon issuance of a qualifying building permit.

See Attached Exhibit "D"

SOCIAL / HUMAN SERVICES FACILITY

Social/Human Services Facility Fee	Title 12.70 Ord. 1851	With Building Permit	See Attached Exhibit "E"

ART IN PUBLIC PLACES

Art in Public Places Fee	Ord. 1836 Title 12.51	0.33% of total project valuation

DOWNTOWN SPECIFIC PLAN DEVELOPMENT FEES

TYPE OF FEE	CITY RESOLUTION	AMOUNT OF FEE
In-Lieu Payment for Public Open Space	Resolution 2005-041	$50 per square foot of required open space
In-Lieu Parking Fee	Resolution 2017-006	$19,756.14
Downtown Revitalization Fee	Title 12.32	Residential — Fee Per Unit Dwelling Unit — $6,032 Non Residential (6) — Per SF Retail/Office — $18.59
Downtown Specific Plan - cost recovery (2)	Resolution 2008-123	$0.31/SF

SOUTH LIVERMORE VALLEY SPECIFIC PLAN DEVELOPMENT FEES (1)

TYPE OF FEE	CITY CODE AND RESOLUTION	FEE PER RESIDENTIAL UNIT
Plan preparation fee	Resolution 2003-114	$1,502
Recycled water fee	Resolution 98-175	20% of the current Alameda County Water Connection Fee
Major attraction fee	Resolution 2003-114	$1,376
South Livermore Road Improvement fee	Resolution 2003-114	$11,418

(1) Areas within the California Water Service Area do not pay a City water connection fee. Areas within the Greenville/Vasco Assessment District or within Triad Park do not pay a City water connection fee. The fee for a single family residential unit is the 5/8 inch meter fee.

(2) All projects within the Downtown Specific Plan are subject to both City Wide General Plan & Downtown Specific Plan cost recovery. Any project that paid planning entitlement fees prior to July 27, 2008 is not subject to this fee, regardless of when they pull building permits.

NOTE: Subject to adjustment each year per Construction Cost Index

NOTE: No impact fees can be charged for ADUs less than 750 square feet. Impact fees allowed for ADUs 750 square feet or larger but shall be charged proportionately in relation to square footage of the primary dwelling.

ATTACHMENT 4

EXHIBIT A
Wastewater Connection Fee Schedule
(fees Calculated from base year)

User Classification	Avg Daily Wastewater Flow Factor Gallons Per Day/Unit	Unit[1]	Cost Per GPD	Cost Per Unit
Residential (BOD & SS = 285 mg/L)				
Single-family residential	180	House	$38.20	$6,876.00
Multi-family residential				
Studio	95	Residential Unit	$38.20	$3,629.00
One Bedroom	107	Residential Unit	$38.20	$4,087.40
Two Bedroom	138	Residential Unit	$38.20	$5,271.60
Three Bedroom	157	Residential Unit	$38.20	$5,997.40
Four Bedroom	180	Residential Unit	$38.20	$6,876.00
Commercial (BOD & SS = 285 mg/L unless otherwise shown)				
Auto repair shops/Auto dealers	0.11	Square Foot of Bldg	$38.20	$4.20
Assembly Facilities[2]	0.15	Square Foot of Bldg	$38.20	$5.73
Eating drinking facilities w/o cooking	0.35	Square Foot of Bldg	$38.20	$13.37
Gas Stations	0.47	Square Foot of Bldg	$38.20	$17.95
General Use	0.04	Square Foot of Bldg	$38.20	$1.53
Gyms, Health Clubs	0.30	Square Foot of Bldg	$38.20	$11.46
Hotels, Motels (excluding dining facilities)	0.15	Square Foot of Bldg	$38.20	$5.73
Markets	0.19	Square Foot of Bldg	$38.20	$7.26
Mixed Use[3]	0.10	Square Foot of Bldg	$38.20	$3.82
Medical/Dental Office/ Clinic	0.22	Square Foot of Bldg	$38.20	$8.40
Restaurants (1,000 mg/L BOD, 600 mg/L SS)	0.55	Square Foot of Bldg	$56.29	$30.96
Warehouse/Distribution	0.01	Square Foot of Bldg	$38.20	$0.38
Industrial/Other (Other Wastewater Customers Not Listed Above)				
Calculate Case-by-Case Based on Actual Flows/Strengths and Following Rates				
Connection Fee = (F x "Flow") + (B x "BOD") + (S x "SS")				
F = Flow cost $/gpd $29.58				
B = BOD cost $/lb-day $2,573.31				
S = SS cost $/lb-day $1,047.51				
discharge				
flow, in				
"BOD" = The				
"SS" = The				

Governing Municipal Code Section: 13.28.050
Index Used: ENR 20- City Construction Cost Index

Indices:	*Base Year* (A)	*Previous Fee Update* (B)	*Current Fee Update* (C)	*% Change Previous Update to Current Update* (D) =(C/B)-1
Index Date	May-10	Jun-19	May-20	
Index Value	8,761.47	11,230.01	11,418.16	1.68%

Discussion:

The base year unit fees for Flow, BOD, and SS were determined in theMarch 2010 Wastewater, Water, Storm Drain Connection Fee Study for Expansion of Sanitary Sewer, Water Reclamation Plant, and Wastewater Disposal Facilities prepared for the City of Livermore by Craig R. Lawson Utility Management Consultant.

Notes:

1. Building square footage means the square footage sum of the floor area at each floor level included with the surrounding principal outside faces of exterior walls of a building or portions thereof, including mezzanines and lobbies. It does not include floor area devoted to vehicle parking, necessary interior driveways and ramps. The gross floor area of a building or portions thereof that doesn't have surrounding exterior walls shall include the usable area under the horizontal projection of the roof or floor above.

2. Theaters can alternately estimate daily flow based on 2 gallons per seat ($76.40 per seat)

3. Mixed Use applies to parcels with Mixed Use zoning and in the Downtown Core District only.

4. This value is based by formula on BOD

6. Adjustments. The city council may, by resolution, adjust the fee schedule, including the flow factors, from time to time. Once the fee is established, it shall automatically be increased annually based upon the Engineering News Record (ENR) 20- City construction Cost Index. In calculating the adjustment, the rate (in each use category, including the flow, BOD and SS costs) for the base year is multiplied by the index for the then-current year, divided by the base year index.

EXHIBIT B Park Facilities Fee Schedule	
LAND USE	**TOTAL FEE**
Residential (per dwelling unit)	
Single Family (& 4 bedroom multi-family)	$16,676
Multi-Family 3 bedrooms	$14,509
Multi-Family 2 bedrooms	$12,787
Multi-Family 1 bedroom	$9,894
Multi-Family Studio	$8,840
Senior Housing	$2,837
Non-Residential (per 1,000 sq ft)	
Commercial	$2,114
Office	$3,023
Industrial	$1,406
Warehouse	$1,056

Source - Park Facilities Fee Study (2004) Table 8; MuniFinancial

EXHIBIT C

Traffic Impact Fees Schedule

Land Uses	Units of Use	Fee Rates
Citywide Except Downtown		
Residential		
Single-Family	d.u.	$9,437
Multi-Family		
Studio	d.u.	$4,398
1 Bedroom	d.u.	$4,924
2 Bedroom	d.u.	$6,362
3 or more Bedroom	d.u.	$7,440
Senior Housing	d.u.	$2,896
Commercial	K s.f.	$25,629
Office	K s.f.	$16,407
Industrial	K s.f.	$10,187
Warehouse	K s.f.	$5,147
Hotel/Motel	per/room	$7,399
Downtown Specific Plan		
Multi-Family		
Studio	d.u.	$2,700
1 Bedroom	d.u.	$3,023
2 Bedroom	d.u.	$3,906
3 or more Bedroom	d.u.	$4,568
Commercial	K s.f.	$11,605
Other	Average Peak Hour Trip	$11,794

Exhibit "D"

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
SUMMARY OF SCHOOL MITIGATION PROGRAM

Livermore Valley Joint Unified School District Resolution: 044 - 19/20 Fee Effective May 18, 2020 (see attached Reso)

INDUSTRIAL/WAREHOUSE/MANUFACTURIN(	$0.66/sq.ft.
OFFICE	$0.66/sq.ft.
RESEARCH & DEVELOPMENT	$0.66/sq.ft.
HOSPITALS	$0.66/sq.ft.
RETAIL & SERVICES	$0.624/sq.ft.
HOTEL/MOTEL:	$0.316/sq.ft.
SELF STORAGE	$0.18/sq.ft.
RESIDENTIAL:	$4.08/sq.ft.

(Includes single family home, multi-family home, manufactured home, and mobile home)

SENIOR HOUSING $0.66/sq.ft.
(Includes manufactured home or mobile home located in a mobile home park, subdivision, cooperative or condiminium for mobile homees limited to 55 and older residents.)

RESIDENTIAL ADDITIONS $4.08/sq.st. (501 sq.ft. or more)
(Residential additions 500 sq.ft. or less and senior housing projects are exempt)

* Additions are cumulative over time to a limit of 500 sf before fees are assesed. Once assessed, fees are paid on the entire added square footage.

** The fee owed is based upon the fee amount in effect at the time the fee is paid.

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
685 East Jack London Blvd, Livermore, Ca 94551

FACILITIES PLANNING AND CONSTRUCTION
Jan Shipley, Construction Supervisor (925) 606-3390
Facilities Fax Number (925) 606-3327

EXHIBIT E Social and Human Service Facility Fee Schedule		
Land Uses	**Units of Use**	**Fee Rates**
Residential Uses		
Single-Family Detached	d.u.	$1,677
Single-Family Attached	d.u.	$1,415
Multi-Family	d.u.	$1,298
Mobile Home	d.u.	$996
Secondary Unit	d.u.	$996
Non-Residential Uses		
Commercial		
Office	K s.f.	$7
Retail	K s.f.	$5
Service	K s.f.	$5
Industrial		
Manufacturing/R&D	K s.f.	$3
Warehousing	K s.f.	$2
Office	K s.f.	$6
Construction/Repair/Wholesale	K s.f.	$3
Other Non-Residential	K s.f.	$5

Zone 7 M&I Connection Fee Rate Schedule

Effective Janaury 1, 2020

Meter Size		Recommended Maximum Rate for Continuous Use (gpm)	Connection Fee Amount
5/8" & 1" FS*		10	$29,440
3/4"		15	$44,160
1"		25	$73,600
1 1/2"	(DISPLACEMENT TYPE)	50	$147,200
	Omni C2	160	$471,040
	Omni T2	160	$471,040
2"	OMNI WITH 50GPM RESTICTOR	50	$147,200
	(DISPLACEMENT TYPE)	80	$235,520
	OMNI WITH 80GPM RESTICTOR	80	$235,520
	Mueller MVR **Pleasanton Only**	115	$338,560
	OMNI WITH 120GPM RESTICTOR	120	$353,280
	Omni C2	160	$471,040
	Omni T2	200	$588,800
3" to 10"			**

* When the Fire Department requires fire sprinklers, a 1-inch meter may be obtained at the same rate as a 5/8-inch meter.

** Connection fees for meter sizes 3-inches and above will be determined by using the fee factor for maximum continuous flow rate.

Fees for meters other than those listed above will be determined based upon the maximum continuous flow rating for the brand and type of meter.

These fees are based on the Maximum Continuous Flow Rate through a 5/8" meter as defined by AWWA C700 for Cold-Water Meter -- Displacement Type, Bronze Case.
Any changes to meter capacities will affect the above connection fees.

Currently, the 2-inch Mueller MVR is only available in Pleasanton.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY, LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

WATER CONNECTION FEE INFORMATION SHEET

Effective January 1, 2020

I. GENERAL BACKGROUND

A. The Water Connection Charge Ordinance No. FC 72-1 as amended for Zone 7 was established January 18, 1972. The ordinance is applicable over the Zone 7 area that includes Livermore, Pleasanton, Dublin, Sunol, and surrounding communities. The Ordinance requires a one-time water connection fee for all new water services from a water system that is directly connected to the Zone 7 water supply system. This fee is used for funding the costs of expanding the Zone 7 water treatment and distribution system to serve new development.

B. The amount charged for a water connection is determined by the size of the meter to be installed. The meter sizes and corresponding water connection fees are listed below.

II. PROCEDURES FOR PAYMENT OF WATER CONNECTION FEES IN LIVERMORE, PLEASANTON, & DUBLIN

The water connection fees are collected by the Building Departments of the Cities of Livermore and Pleasanton, and by the Dublin San Ramon Services District, which are agents for Zone 7. For that area within the Cal Water service area which is located outside of the Livermore city limits, connection fees will be paid at the Zone 7 office in Livermore.

III. WATER CONNECTION FEE SCHEDULE - FEES ARE REVIEWED AND SUBJECT TO PERIODIC MODIFICATION

Meter Size	Fee Factor	Connection Fee
5/8" (DISPLACEMENT TYPE)	1.0	$29,440
3/4" (DISPLACEMENT TYPE)	1.5	$44,160
1" (DISPLACEMENT TYPE)	2.5	$73,600
1½" (DISPLACEMENT TYPE)	5.0	$147,200
1½" (OMNI C2)	16.0	$471,400
1½" (OMNI T2)	16.0	$471,400
2" (OMNI w/Restriction to 50GPM)	5.0	$147,200
2" (DISPLACEMENT TYPE)	8.0	$235,520
2" (OMNI w/Restriction to 80GPM)	8.0	$235,520
2" Mueller MVR	11.5	$338,560
2" (OMNI w/Restriction to 120GPM)	12.0	$353,280
2" (OMNI C2)	16.0	$471,400
2" (OMNI T2)	20.0	$588,800

* Connection fees for meters 3-inch and larger and for meters with fee factors other than those listed above, will be determined by Zone 7, using the fee factor for Maximum Rate for Continuous Operation, as defined by AWWA. These fees are based on the Maximum Continuous Flow Rate through a 5/8" meter and are proportional based on flow ratings for the various sized meters. Flow ratings for displacement type meters are defined by AWWA C700 for Cold-Water Meter -- Displacement Type, Bronze Case. Flow ratings for turbine type meters are defined by AWWA C701 for Cold Water Meters -- Turbine Type, For Customer Service. Any changes to meter capacities will affect the above connection fees.

NOTE: This new fee schedule is effective January 1, 2020

IV. EXEMPTIONS

No fee will be collected for SEPARATE private fire service connections. See Section VI of the Ordinance (copy available upon request).

V. PARTIAL EXEMPTIONS

A partial exemption sometimes applies for domestic fire sprinkling systems up to 1" meter size. See Section VI of the Ordinance (copy available upon request).

VI. FOR FURTHER INFORMATION

Call Steven Ellis at (925) 454-5037 or e-mail at sellis@zone7water.com.

RESOLUTION NO. 044-19/20

TO UPDATE STATUTORY DEVELOPER FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620

WHEREAS, the School Board ("Board") of the Livermore Valley Joint Unified District ("District") provides for the educational needs for TK-12 students within the City of Livermore and a portion of the unincorporated counties of Alameda and Contra Costa (collectively, "Counties"); and

WHEREAS, The State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes Districts to increase Statutory Developer Fees to $4.08 per square foot for assessable space of residential development and $0.66 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such Statutory Developer Fees are properly justified by the District pursuant to law; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the District's schools and the District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the District would have an impact on the District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the District's students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the District has received and considered two studies entitled "Residential Development School Fee Justification Study for Livermore Valley Joint Unified District" and "Commercial/Industrial Development School Fee Justification Study for Livermore Valley Joint Unified District" ("Studies"), which Studies include information, documentation, and analysis of the School Facilities needs of the District, including (a) the purpose of the Statutory Developer Fees; (b) the use to which the Statutory Developer Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development; and (1) the use for Statutory Developer Fees; (2) the need for School Facilities; (3) the cost of School Facilities; and the amount of Statutory Developer Fees from new residential and commercial/industrial development; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial development (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential development; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, said Studies pertaining to the Statutory Developer Fees and to the capital facilities needs of the District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory Developer Fees; and

WHEREAS, all required notices of the proposed Statutory Developer Fees have been given; and

WHEREAS, a Public Hearing was held at a regularly scheduled meeting of the Board of the District relating to the proposed Statutory Developer Fees; and

WHEREAS, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, THE SCHOOL BOARD OF THE LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the Board accepts and adopts the Studies.

Section 2. That the Board finds that the purpose of the Statutory Developer Fees imposed upon new residential development is to fund the additional School Facilities required to serve the students generated by the new residential development upon which the Statutory Developer Fees are imposed.

Section 3. That the Board finds that the Statutory Developer Fees imposed on new residential development will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by the new residential development within the District; and that the use of the Statutory Developer Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development, as well as any required central administrative and support facilities, within the District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory Developer Fees and the new residential development within the District because the Statutory Developer Fees imposed on new residential development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new residential development.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential development upon which the Statutory Developer Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential development within the District and there is not sufficient capacity in the existing School Facilities to accommodate all additional students.

Section 6. That the Board finds that the amount of the Statutory Developer Fees levied on new residential development as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential development within the District.

Section 7. That the Board finds that the purpose of the Statutory Developer Fees imposed on new commercial/industrial development is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial development upon which the Statutory Developer Fees are imposed.

Section 8. That the Board finds that the Statutory Developer Fees imposed on new commercial/industrial development (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial development; and that the use of the Statutory Developer Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial development, as well as any required central administrative and support facilities within the District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory Developer Fees and new commercial/industrial development by category within the District because the Statutory Developer Fees imposed on commercial/industrial development by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial development.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial development by category, upon which the Statutory Developer Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial development within the District and the District does not have sufficient student capacity in the existing School Facilities to accommodate these anticipated students.

Section 11. That the Board finds that the amount of the Statutory Developer Fees levied on new commercial/industrial development by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial development within the District.

Section 12. That the Board finds that a separate account has been established for the deposit of Statutory Developer Fees imposed on residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the District.

Section 13. That the Board finds that the funds of the account, described in Section 12, consisting of the proceeds of Statutory Developer Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and commercial/industrial development, and thus, these funds may be expended for those purposes. The Statutory Developer Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory Developer Fees.

Section 14. That the Board hereby increases the Statutory Developer Fees as a condition of approval of new residential development projects and imposes the Statutory Developer Fees on such development projects in the following amounts:

A. $4.08 per square foot of assessable space for new single family detached residential development and new multifamily attached residential development, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction other than new construction where such construction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of 500 square feet. However, these amounts shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision J of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

B. $0.66 per square foot of assessable space for new residential development used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision J of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board hereby increases the Statutory Developer Fees as a condition of approval of new commercial/industrial development projects and levies the Statutory Developer Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for the following categories of commercial/industrial development:

Retail and Services	$0.624
Office	$0.66
Research and Development	$0.66
Industrial/Warehouse/Manufacturing	$0.66
Hospitals	$0.66
Hotel/Motel	$0.316
Self-Storage	$0.018

Section 16. That the proceeds of the Statutory Developer Fees established pursuant to this Resolution shall continue to be deposited into that account identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory Developer Fees are to be collected, including accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for

reimbursement of the administrative costs incurred by the District in collecting the Statutory Developer Fees or in financing the described Study or in defending the imposition of Statutory Developer Fees.

Section 17. That the Superintendent, or her designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and Counties within the District's boundaries and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities, Counties, and OSHPD that new residential and commercial/industrial development is subject to the Statutory Developer Fees readopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home, or manufactured home subject to the Statutory Developer Fees absent a certification from this District of compliance of such project with the requirements of the Statutory Developer Fees, nor that any building permit be issued for any non-residential development absent a certification from this District of compliance with the requirements of the applicable Statutory Developer Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the commercial/industrial Statutory Developer Fees are imposed, the opportunity for a hearing to appeal that imposition of Statutory Developer Fees for commercial/industrial development as required by Education Code Section 17621(e)(2). The appeal process is as follows:

A. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial Statutory Developer Fees to be imposed or paying the commercial/industrial Statutory Developer Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial Statutory Developer Fees. The party shall state in the written request the grounds for opposing the imposition of commercial/industrial Statutory Developer Fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the District.

B. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory Developer Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

C. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory Developer Fees, the Superintendent of the District, or her designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory Developer Fees. The Superintendent, or her designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or her designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.

D. The party against whom the commercial/industrial Statutory Developer Fees are imposed may appeal the Superintendent's, or her designee's, decision to the Board of the District.

E. The party appealing the Superintendent's, or her designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial Statutory Developer Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the District.

F. The possible grounds for that appeal to the Board of the District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory Developer Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

G. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory Developer Fees, the Superintendent of the District, or her designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory Developer Fees. The Board of the District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

H. The party appealing the imposition of the commercial/industrial Statutory Developer Fees shall bear the burden of establishing that the commercial/industrial Statutory Developer Fees are improper.

Section 19. That the Superintendent is authorized to cause a certificate of compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory Developer Fees in the amount specified by this Resolution. In the event a certificate of compliance is issued for the payment of Statutory Developer Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue, then such certificate shall automatically terminate, and the appropriate City shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the District on any residential or nonresidential development.

Section 21. That the District's Statutory Developer Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

APPROVED AND ADOPTED by roll call vote this 17th day of March 2020.

AYES:	Bueno	✓	Prusso	✓	Rogge	✓	Wenzel	✓	White ✓
NOES:	Bueno		Prusso		Rogge		Wenzel		White
ABSTENTIONS:	Bueno		Prusso		Rogge		Wenzel		White
ABSENT:	Bueno		Prusso		Rogge		Wenzel		White

BY:

President of the Board of Education Livermore
Valley Joint Unified School District of Alameda
County and Contra Costa County, State of California

ATTEST:

Clerk of the Board of Education Livermore
Valley Joint Unified School District of Alameda
County and Contra Costa County, State of California

Kathy Narum
TVTC Chair
Vice-Mayor
Pleasanton
(925) 931-5001

Scott Perkins
TVTC Vice-Chair
Councilmember
San Ramon
(925) 973-2350

Patricia Munro
Councilmember
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Jean Josey
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Karen Stepper
Mayor
Danville
(925) 275-2412

Scott Haggerty
Supervisor District 1
Alameda County
(510) 272-6691

Candace Andersen
Supervisor District 2
Contra Costa County
(925) 957-8860

To: Tri-Valley Transportation Council (TVTC)

From: TVTC Finance Subcommittee (Finance Subcommittee)
TVTC Technical Advisory Committee (TAC)

Date: June 19, 2020

Subject: Revised Annual Adjustment to Tri-Valley Transportation Development Fee

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BACKGROUND

The Joint Exercise of Powers Agreement (JEPA) for the Tri-Valley Transportation Development Fee (TVTDF) specifies that the TVTDF amounts are to be adjusted automatically as of July 1 of each year to reflect changes in regional construction costs. JEPA Section 3(D)(I) requires the TVTC adopt the adjustment by a simple majority.

The amount of the adjustment is based on the change in the "Construction Cost Index" (CCI) for the San Francisco Bay Area, as reported annually in the Engineering News Record (ENR). The December 2019 ENR CCI for the San Francisco Bay Area is **+5.4%**.

DISCUSSION

On April 15, 2020 TVTC Staff presented the annual adjustment to the TVTDF for Board adoption. There was an inadvertent error for the Retail Rate presented. The Retail Rate for FY 20/21 is $3.63/square foot Gross Floor Area.

RECOMMENDATION

The TVTC TAC recommends the TVTC adopt the adrevised CCI adjustment and each TVTC member agency collect the TVTDF rates as listed below starting **July 1, 2020**:

Single Family Residential	$4,901.69/Dwelling Unit (DU)
Multi-Family Residential	$3,376.47/DU
Office	$8.33/sq. ft. Gross Floor Area
Retail	$3.63/sq. ft. Gross Floor Area
Industrial	$4.85/sq. ft. Gross Floor Area
Other	$5,446.41/average am/pm peak hour trip
Affordable Housing	$0.00
ADU/SDU	$0.00

TVTDF Historical Fee Rates

	2018	2019	2020
Single Family Residential (per DU)	$4,613.65	$4,650.56	$4,901.69
Multi-Family Residential (per DU)	$3,178.06	$3,203.48	$3,376.47
Office (per SF Gross Floor Area)	$7.84	$7.90	$8.33
Retail (per SF Gross Floor Area)	$3.41	$3.44	$3.63
Industrial (per SF Gross Floor Area)	$4.57	$4.60	$4.85
Other (average am/pm peak hour trip)	$5,126.36	$5,167.37	$5,466.41
Affordable Housing**	$0.00	$0.00	$0.00
ADU/SDU***	$1845.00	$0.00	$0.00

*In 2019, the TVTC TAC recommended applying the CCI adjustment to the Retail Rate going forward

**Pursuant to Resolution 2015-01 – Adjusting the Tri-Valley Transportation Development Fee Schedule

***Pursuant to Resolution 2019-03 – Resetting the Accessory Dwelling Unit/Secondary Dwelling Unit Fee in the Tri-Valley Transportation Fee Program

HOUSING CRISIS ACT of 2019 – SB 330

PRELIMINARY APPLICATION FORM

PURPOSE

This form serves as the preliminary application for housing development projects seeking vesting rights pursuant to SB 330, the Housing Crisis Act of 2019.

GENERAL INFORMATION

An applicant for a housing development project that includes (1) residential units (2) a mix of commercial and residential uses with two-thirds of the project's square footage used for residential purposes; or (3) transitional or supportive housing, shall be deemed to have submitted a preliminary application upon provision of all of the information listed in this Preliminary Application form and payment of the permit processing fee to the agency from which approval for the project is being sought.

After submitting this Preliminary Application to the local agency, an applicant has 180 days to submit a full application or the Preliminary Application will expire.

Submittal Date Stamp[*1,2]**:**

[*1]Submittal of all the information listed and payment of the permit processing fee freezes fees and development standards as of this date, unless exceptions per Government Code § 65889.5(o) are triggered.

[*2]Note: Record keeping pertaining to which standards and fees apply at date of submittal is imperative, as **penalties may apply for imposing incorrect standards**

Notes:

1. California Environmental Quality Act (CEQA) and Coastal Act standards apply.
2. After submittal of all of the information required, if the development proponent revises the project to change the number of residential units or square footage of construction changes by 20 percent or more, excluding any increase resulting from Density Bonus Law, the development proponent must resubmit the required information so that it reflects the revisions.

SITE INFORMATION

1. **PROJECT LOCATION** - The specific location, including parcel numbers, a legal description, and site address, if applicable.

   Street Address NEC of N Canyons Pkway & Comcast (Triad) Drive Unit/Space Number _____

   Legal Description (Lot, Block, Tract) Attached? YES ☑ NO ☐

   Please see the attached Preliminary Title Report, prepared by First American Title, dated April 20, 2021.

   Assessor Parcel Number(s) 905-0010-006

2. **EXISTING USES -** The existing uses on the project site and identification of major physical alterations to the property on which the project is to be located.

   The project site is vacant. Frontage improvements, including landscaping within the parkway strip, have been completed along North Canyons Parkway and Comcast Place (Triad Drive).

3. **SITE PLAN -** A site plan showing the building(s) location on the property and approximate square footage of each building that is to be occupied.

   Attached? YES ☑ NO ☐

4. **ELEVATIONS -** Elevations showing design, color, material, and the massing and height of each building that is to be occupied.

   Attached? YES ☑ NO ☐

5. **PROPOSED USES** - The proposed land uses by number of units and square feet of residential and nonresidential development using the categories in the applicable zoning ordinance.

   The site is located within the Isabel Neighborhood Specific Plan, designated as a "transition" land use allowing 15 - 25 residential du/acre.
   The proposed use is attached multi-family residential development.
   Approximately 112 units in 12 three-story buildings.
   Residential (total unit) area: approx. 153,120 square feet
   Attached Garage area: approx. 49,510 square feet

a. **RESIDENTIAL DWELLING UNIT COUNT:**

Please indicate the number of dwelling units proposed, including a breakdown of levels by affordability, set by each income category.

	Number of Units
Market Rate	90
Managers Unit(s) – Market Rate	0
Extremely Low Income	0
Very Low Income	0
~~Low Income~~ Median Income per the INSP	5
Moderate Income	17
Total No. of Units	112
Total No. of Affordable Units	22
Total No. of Density Bonus Units	0

Other notes on units:

Per the INSP, 15% of the proposed units will be reserved as affordable units to be sold to moderate-income households and 5% of the units shall be set aside for median-income households.

6. **FLOOR AREA** - Provide the proposed floor area and square footage of residential and nonresidential development, by building (attach relevant information by building and totals here):

	Residential	Nonresidential	Total
Floor Area (Zoning)	153,220	0	153,220
Square Footage of Construction	202,730	0	202,730

7. **PARKING -** The proposed number of parking spaces:

241 Total: 2 garage parking spaces per unit (224) and 17 guest parking spaces.

8. **AFFORDABLE HOUSING INCENTIVES, WAIVERS, CONCESSIONS and PARKING REDUCTIONS** - Will the project proponent seek Density Bonus incentives, waivers, concessions, or parking reductions pursuant to California Government Code Section 65915?

YES ☐ NO ☑

If "YES," please describe:

9. **SUBDIVISION –** Will the project proponent seek any approvals under the Subdivision Map Act, including, but not limited to, a parcel map, a vesting or tentative map, or a condominium map?

YES ☑ NO ☐

If "YES," please describe:

10. **POLLUTANTS** – Are there any proposed point sources of air or water pollutants?

YES ☐ NO ☑

If "YES," please describe:

11. **EXISTING SITE CONDITIONS –** Provide the number of existing residential units on the project site that will be demolished and whether each existing unit is occupied or unoccupied. Provide attachment, if needed.

	Occupied Residential Units	Unoccupied Residential Units	Total Residential Units
Existing	0	0	0
To Be Demolished	0	0	0

12. **ADDITIONAL SITE CONDITIONS –**

a. Whether a portion of the property is located within any of the following:

i. A very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection, pursuant to Section 51178?

YES ☐ NO ☑

ii. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993)?

YES ☐ NO ☑

iii. A hazardous waste site that is listed pursuant to Section 65962.5, or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code?

YES ☐ NO ☑

iv. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by any official maps published by the Federal Emergency Management Agency?

YES ☐ NO ☑

v. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2?

YES ☐ NO ☑

vi. A stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code?

YES ☐ NO ☑

If "YES" to any, please describe:

b. Does the project site contain historic and/or cultural resources?

YES ☐ NO ☑

If "YES," please describe:

c. Does the project site contain any species of special concern?

YES ☐ NO ☑

If "YES," please describe:

d. Does the project site contain any recorded public easement, such as easements for storm drains, water lines, and other public rights of way?

YES ☑ NO ☐

If "YES," please describe:

There are several recorded easements for landscaping, a private waterline, public utilities and a community driveway. Please refer to Exceptions 12, 13, 15 and 17 of the Title Report and the plotted easements map attached thereto.

e. Does the project site contain a stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code? Provide an aerial site photograph showing existing site conditions of environmental site features that would be subject to regulations by a public agency, including creeks and wetlands.

YES ☐ NO ☑

If "YES," please describe and depict in attached site map:

13. **COASTAL ZONE -** For housing development projects proposed to be located within the coastal zone, whether any portion of the property contains any of the following:

a. Wetlands, as defined in subdivision (b) of Section 13577 of Title 14 of the California Code of Regulations.

YES ☐ NO ☑

b. Environmentally sensitive habitat areas, as defined in Section 30240 of the Public Resources Code.

YES ☐ NO ☑

c. A tsunami run-up zone. YES ☐ NO ☑

d. Use of the site for public access to or along the coast. YES ☐ NO ☑

14. **PROJECT TEAM INFORMATION -** The applicant's contact information and, if the applicant does not own the property, consent from the property owner to submit the application.

Applicant's Name Kathryn (Kerri) Watt / Trent Sanson

Company/Firm Civic Property Group, Inc.

Address 1500 Willow Pass Court Unit/Space Number _____

City Concord State CA Zip Code 94520

Telephone 925-685-0110 Email KWatt@DeNovaHomes.com

Are you in escrow to purchase the property? YES ☑ NO ☐

Property Owner of Record ☐ Same as applicant ☑ Different from applicant

Name (if different from applicant) SDLT Investments VII, LLC

Address 23289 Ventura Blvd Unit/Space Number

City Woodland Hills State CA Zip Code 91364

Telephone 818-404-1443 Email

Optional: Agent/Representative Name

Company/Firm

Address Unit/Space Number

City State Zip Code

Telephone Email

Optional: Other (Specify Architect, Engineer, CEQA Consultant, etc.) Architect

Name Jeff Potts

Company/Firm SDG Architects

Address 3361 Walnut Blvd Unit/Space Number Suite 120

City Brentwood State CA Zip Code 94513

Telephone 925-634-7000 Email jpotts@sdgarchitectsinc.com

Primary Contact for Project: ☐ Owner ☑ Applicant ☐ Agent/Representative ☐ Other

PROPERTY OWNER AFFIDAVIT

Before the application can be accepted, the owner of each property involved must provide a signature to verify the Preliminary Application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts, the agent for service of process or an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC or trust, a disclosure identifying the agent for service or process or an officer of the ownership entity must be submitted. The disclosure must list the names and addresses of the principal owners (25 percent interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.
- **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the Preliminary Application form may be provided if the property is owned by a partnership, corporation, LLC or trust, or in rare circumstances when an individual property owner is unable to sign the Preliminary Application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized to file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items 1-3 below. In the case of partnerships, corporations, LLCs or trusts, the LOA must be signed by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
- **Grant Deed.** Provide Copy of the Grant Deed if the ownership of the property does not match local records. The Deed must correspond exactly with the ownership listed on the application.
- **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe, or Mary Smith and Mark Jones) signatures are required of all owners.

1. I hereby certify that I am the owner of record of the herein previously described property located in Livermore, CA which is involved in this Preliminary Application, or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
2. I hereby consent to the filing of this Preliminary Application on my property for processing by the Department of Community Development for the sole purpose of vesting the proposed housing project subject to the Planning and Zoning ordinances, policies, and standards adopted and in effect on the date that this Preliminary Application is deemed complete.
3. Further, I understand that this Preliminary Application will be terminated and vesting will be forfeited if the housing development project is revised such that the number of residential units or square footage of construction increases or decreases by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision, and/or an application requesting approval of an entitlement is not filed with the City of Livermore within 180 days of the date that the Preliminary Application is deemed complete.
4. By my signature below, I certify that the foregoing statements are true and correct.

Signature		Signature	Kathryn Watt
Printed Name	David Spiegel Manager	Printed Name	Kathryn Watt
Date	05-04-21 5-4-21	Date	05-04-21

DeNova Homes
Building a Better Community

1500 Willow Pass Court
Concord, CA 94520

925.685.0110

February 25, 2022

City of Livermore
Community Development Department
1052 South Livermore Avenue
Livermore, CA 94550
ATTN: Mr. Jake Potter
Mr. Steve Riley

RE: Triad Condominiums, Subdivision (SUB 21-005; VTM 8609) and Site Plan Design Review (SPDR-21-003)
Request for Setback Concessions under CA Government Code Section 65915 (d)(2)(B)

Dear Jake and Steve,

DeNova Homes, Inc. (DHI) applied under SB330 for City approval of a Vesting Tentative Map and Site Plan Design Review applications to construct 112 condominium units. Included in our application is a proposal to deed-restrict 20 percent (20%) of the proposed units –22 homes – for sale to median and moderate income households. Fifteen percent (15%) of the units would be deed-restricted for sale to moderate income households, with five percent (5%) deed-restricted for sale to median-income households.

CA Government Code Section 65915 (d)(2)(B) requires any City to grant two incentives for projects which include at least 20 percent of the total units for persons and families of moderate income in a common interest subdivision. Condominiums are a common interest subdivision. Concessions are considered waivers or reductions in development standards such as height limitations, setbacks, floor area ratios, parking requirements, etc.

The proposed condominium project, with a provision for 20 percent deed-restricted affordable homes (moderate income *and* median income, which is less than moderate income), is entitled to *two* concessions, or incentives. (Govt Code Section 65915 (d)(2) (B)). DHI is proposing a reduction in the side and rear setback requirements stipulated by the Isabel Neighborhood Specific Plan (INSP).

This new home community was designed to adhere to setback requirements along the existing (perimeter) property lines, i.e. adhering to the front (major street) setback requirements along North Canyons Drive and Triad Drive and the rear setback of ten feet along the northern property line. On the interior, buildings are set back a minimum of 5 feet from the edge of the street. However, the City's current interpretation of the INSP is that the interior rear and side setbacks apply to any *newly-proposed* lot line. In this case, a residential building on a lot created to encapsulate that residential building would be required to meet the rear and side setbacks as measured from that new parcel line.

this issue with setbacks. Staff realized that applying the INSP setbacks to each newly-created residential lot would prevent the achievement of the densities for multi-family developments indicated in the INSP. Revising the INSP likely would involve several public hearings, and approval is not necessarily guaranteed. Rather than waiting for City-adoption of the proposed revisions, or trying to align our project with those hearings, DHI instead chose to exercise its rights to concessions under Govt Code Section 65915, and proceed independently. DHI realizes that it could wait for the revisions to the INSP to be approved and not use its concession rights, but we prefer to move ahead with this new housing as quickly as possible.

Concessions Exercised

The site plan has been provided to demonstrate how the project has been designed *with* the requested concessions to the side and rear setbacks for the proposed residential lots which encapsulate each of the residential buildings. Applying the INSP side and rear setback requirements for each individual building on its individual lot would reduce the number of buildings – and new homes – which could be achieved as currently designed. At least one building likely would be eliminated along the east-west axis and likely another building along the north-south axis to meet the side and rear setbacks. Therefore, these INSP side and rear setback requirements would physically preclude building the new home community at the desired density and unit count, thereby reducing the ability of DHI to subsidize the sale price of the affordable homes.

i. The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as identified in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (C)

ii. The concession or incentive would have a specific, adverse impacts, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low-income and moderate-income households.

iii. The concession or incentive would be contrary to state or federal law.

These findings cannot be made for this project; therefore, the concession requests should be granted.

Sincerely,

Kerri Watt

Kerri Watt
Director of Entitlements

A link to the Isabel Neighborhood Specific Plan can be found here:

https://www.cityoflivermore.net/government/community-development/bart-to-livermore/isabel-neighborhood-plan

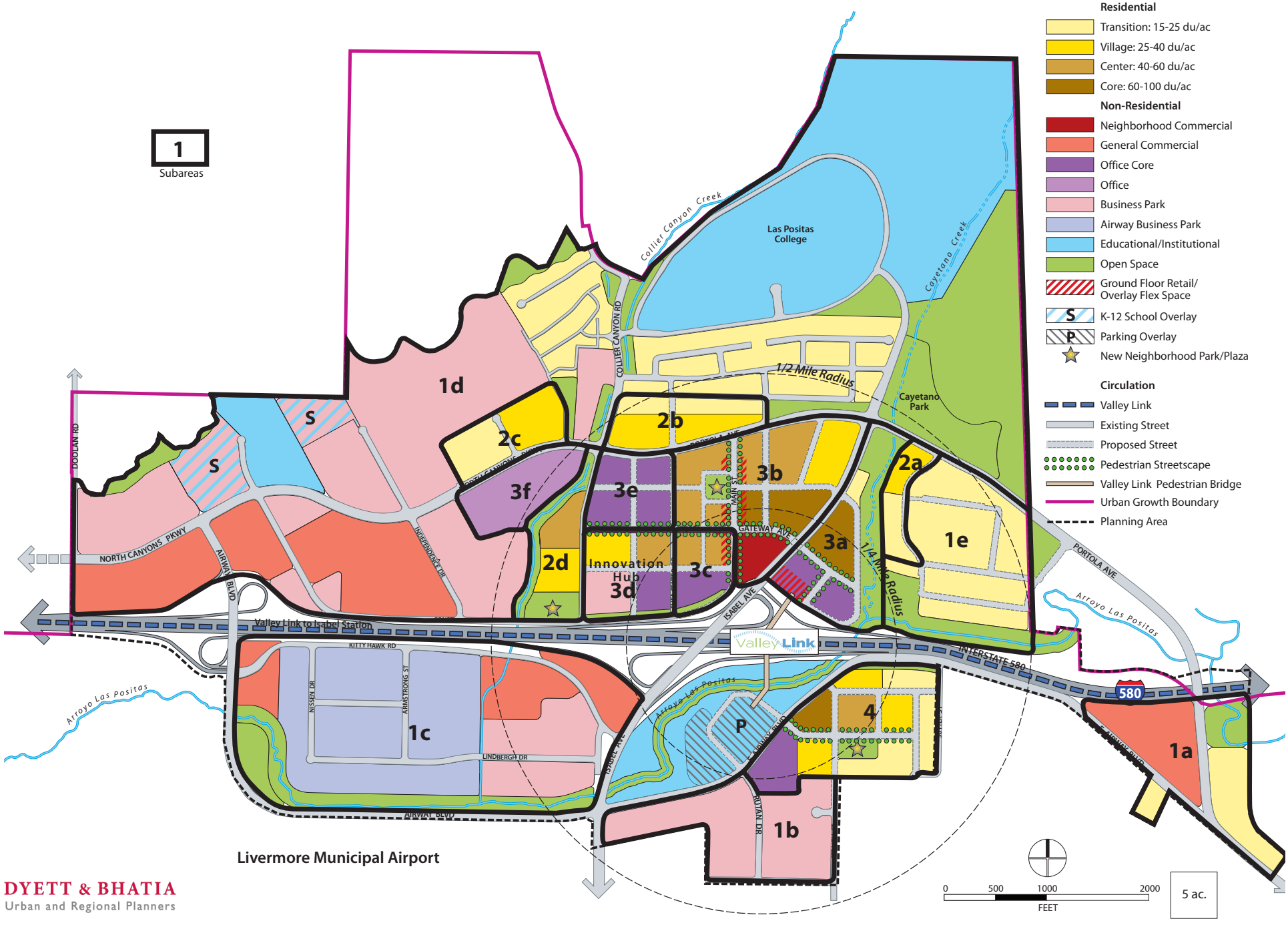


A link to the Isabel Neighborhood Specific Plan Environmental Impact Report can be found here:

https://www.cityoflivermore.net/government/community-development/bart-to-livermore/insp-draft-and-final-environmental-impact-report-eir



FIGURE 2-3: SUBAREA DIAGRAM



DYETT & BHATIA
Urban and Regional Planners

California Renters Legal Advocacy and Education Fund
360 Grand Ave, #323
Oakland, CA 94612
hi@carlaef.org

April 5, 2022

City of Livermore
1052 S Livermore Avenue
Livermore, CA 94550

Re: Proposal to Approve Triad Condominiums

Dear Livermore Planning Commission and City Attorney,

The California Renters Legal Advocacy and Education Fund (CaRLA) submits this letter to inform the Livermore Planning Commission that they have an obligation to abide by all relevant state housing laws when evaluating the proposed Triad Condominiums project. The Housing Accountability Act requires approval of zoning and general plan compliant projects, such as this one, unless findings can be made regarding specific, objective, written health and safety hazards.

As you are well aware, California remains in the throes of a statewide crisis-level housing shortage. New housing such as this is a public benefit. It will bring increased tax revenue, new customers to local businesses, decarbonization in the face of the climate crisis, but most importantly, it will reduce the displacement of existing residents into homelessness or carbon-heavy car commutes. The laws cited in this letter are designed to allow and require cities to approve of new homes over the objection of a small minority of neighbors. Research indicates that the anti-housing voices frequent in public hearings are disproportionately white, higher-income, and homeowners.[1] These voices do not represent the best interests of Livermore or the broader community. Approving developments like this one over these vocal objections is a step towards racial, economic, environmental, and social justice. We urge Livermore to approve of this development because it is the right decision for the City and is required by state law.

CaRLA is a 501(c)3 non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. Consistent with General and Specific Plan policies, the proposed development will provide additional badly needed housing and increase affordability near jobs, transit services, and educational opportunities. In addition,

[1] Einstein, Palmer, and Glick, *Who Participates in Local Government? Evidence from Meeting Minutes*, Perspectives on Politics , Volume 17 , Issue 1 , March 2019 https://www.dropbox.com/s/k4kzph3ynal3xai/ZoningParticipation_Perspectives_Final.pdf?dl=0

the proposed Triad Condominiums will create a more pedestrian-friendly North Canyons Parkway streetscape.

While no one project will solve the regional housing crisis, the proposed development at the northwest corner of North Canyons Parkway and Triad Place is the kind of housing Livermore needs to mitigate displacement, provide shelter for its growing population, and arrest unsustainable housing price appreciation. You may learn more about CaRLA at www.carlaef.org.

Sincerely,



Dylan Casey
Executive Director
California Renters Legal Advocacy and Education Fund

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THAT THE TRIAD CONDOMINIUMS PROJECT IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City of Livermore received an application from DeNova Homes for Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005 on June 7, 2021, to authorize the construction of condominium units to implement the Isabel Neighborhood Specific Plan ("Project").

On April 5, 2022, the Livermore Planning Commission held a duly noticed public hearing to consider the Project, staff recommendation, all public comments and testimony, and necessary findings, and adopted Planning Commission Resolution No. 03-22 recommending the City Council find the Project is exempt from the provisions of the California Environmental Quality Act ("CEQA"), attached hereto as Exhibit A.

On May 9, 2022, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, all public comments and testimony, and necessary 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. 03-22, attached hereto as Exhibit A, and the City Council 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 hereby finds the Project is statutorily exempt under CEQA pursuant to Government Code 65457 and CEQA Guidelines Section 15182 (c), which exempts residential projects that implement a Specific Plan where: 1) a public agency has prepared an EIR on a Specific Plan after January 1, 1980 and the residential project conforms to the Specific Plan; and 2) no events described in CEQA Guidelines Section 15162 have occurred.

1. Findings: The Isabel Neighborhood Specific Plan and its Supplemental EIR were initially adopted and certified in 2020 (SCH #2016042039). The project is consistent with the allowed residential uses of the Specific Plan's Subara 2c, Transition area. The project is also within the minimum and maximum densities of 15 to 25 dwelling units per acre contemplated by the Specific Plan and meets

the Specific Plan's target density of 20 dwelling units per acre. All required development standards with respect to setbacks, height, open space, and parking have been met, upon making the findings precedent to granting the requested density bonus setback incentive, and all design requirements have been fulfilled. The project provides more open space than required through the provision of two onsite parks, exceeds street frontage setbacks with well landscaped frontages, and is within the minimum and maximum required parking. The North Canyons Parkway frontage will be improved with a Class IV bike lane and bus stop, as required by the Specific Plan's bicycle circulation diagram. The project proposes a high-quality contemporary design and provides for 22 affordable units, as called for in the plan. The project also implements Specific Plan policies that seek to provide multiple unit types, connection to existing pedestrian circulation network, and compatibility with surrounding properties. The project is conditioned to comply with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2020 Supplemental EIR. In addition, the applicant prepared Phase I, geologic, noise, photometric, and traffic studies that found no significant impacts would occur beyond those identified in the EIR. For these reasons, the project wholly conforms with the Isabel Neighborhood Specific Plan, which was prepared after January 1, 1980.

2. Findings: No substantial project changes are proposed which would require major revisions to the previous Supplemental EIR. The project proposes 112 residential units, consistent with the allowed uses and densities contemplated in the Supplemental EIR. Substantial changes in circumstances have not occurred requiring major revisions to the previous Supplemental EIR, as the site remains vacant, is routinely disked, and still remains bounded on all sides by urban development. There is no new information of substantial importance that would result in new impacts not previously discussed, result in more severe impacts, or require modifications to the existing mitigation measures. The applicant-prepared Phase I, geologic, noise, photometric, and traffic studies found no significant impacts would occur beyond those identified in the EIR and did not yield any new information of substantial importance. For these reasons, no events described in CEQA Section 15162 have occurred and therefore no further environmental review is required.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore hereby finds the Project is statutorily exempt under CEQA pursuant to California Public Resources Code section 21083.3 and CEQA Guidelines Section 15183, which exempts projects consistent with a Community Plan, General Plan, or Zoning where: 1) the project is consistent with a Community Plan, General Plan, or Zoning Action for which a Lead Agency has certified an EIR; and 2) project-specific impacts are not peculiar to the project site – or 3) project-specific impacts have been addressed in the previous EIR or are not more severe given new information - or 4) project-specific impacts can be substantially mitigated by imposing uniformly applied development standards or policies.

1. Findings: An Isabel Neighborhood Specific Plan (Specific Plan) zoning district was established as part of the overall Specific Plan project, as approved by City Council in November 2020. Therefore, the Specific Plan can be considered a "Zoning Action" for purposes of California Public Resources Code section 21083.3 and CEQA Guidelines Section 15183. The City Council certified the Specific Plan's Supplemental EIR (SCH #2016042039) in November 2020 with Specific Plan adoption. As described in the City Council staff report, dated May 9, 2022, the Project is consistent with the uses, densities, development standards, and design requirements of the Specific Plan. The Project is a residential use with a density of 22.7 dwelling units per acre. The use is consistent with that allowed in the Specific Plan's Subara 2c, Transition area. The Project's density also meets the minimum and maximum densities of 15 to 25 dwelling units per acre and target density of 20 dwelling units per acre established in the Specific Plan's Subara 2c, Transition area. The project also conforms to the Transition Area setback requirements, with the exception of the setback concession/ incentive granted pursuant to state Density Bonus Law, as allowed, and all height, open space, affordable housing, and parking requirements. The project is designed in a contemporary style, with numerous plane changes, unique fenestration, augmented building corners, double rows of trees, and pedestrian connections, as required by the Specific Plan and citywide Design Standards and Guidelines. Further, the Project provides a bike lane and bus stop along its frontage, as required. For these reasons, the Project is consistent with a Zoning Action for which a Lead Agency has certified an EIR.

2. Findings: The Project is consistent with the uses and intensities contemplated in the Specific Plan. Since Specific Plan adoption, no substantial changes have occurred to the project site nor its surroundings. The site remains undeveloped, routinely disked, and surrounding parcels are still office and residential in nature. The applicant prepared Phase I, geologic, noise, photometric, and traffic studies that found no significant impacts would occur beyond those identified in the EIR. For these reasons, no additional project-specific impacts have occurred that are peculiar to the project site.

3. Findings: The Project is consistent with the uses and intensities contemplated in the Specific Plan, therefore, all potential Project impacts have been previously anticipated and analyzed in the Specific Plan EIR. In addition, the project is conditioned to comply with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2020 Supplemental EIR, which specifies measures that will reduce project-impacts to a less than significant level. Since Specific Plan adoption, no substantial changes have occurred to the project site nor its surroundings. The site remains undeveloped, routinely disked, and surrounding parcels are still office and residential in nature. The applicant also prepared Phase I, geologic, noise, photometric, and traffic studies that found no significant impacts would occur beyond those identified in the EIR. For these reasons, project-specific impacts have been addressed

in the previous EIR and no new information was discovered that would increase the severity or significance of any Project impact.

4. Findings: Given that there are no project-specific impacts peculiar to the site, all project-specific impacts have been previously addressed, and no new information is available would increase impact severity or significance, no new mitigation is required beyond those measures previously identified in the Specific Plan EIR. Therefore, mitigating uniform development standards do not apply to this Project.

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

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, 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 May 9, 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/ Kim Cilley
Kim Cilley
Senior Assistant City Attorney

Exhibit A - Planning Commission Resolution No. 03-22

IN THE PLANNING COMMISSION
OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING A FINDING THAT THE PROJECT IS EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005

Hearing to consider a request for Site Plan Design Review and Vesting Tentative Tract Map to develop the northwest corner of North Canyons Parkway and Triad Place, which would implement the Isabel Neighborhood Specific Plan. The development consists of three-story condominium buildings with 112 total units, including 22 units affordable to individuals and families with median and moderate-income levels, and 12 accessible units. The development also includes an approximately 0.2-acre private park, an approximately 2,600 square foot private dog park, and related landscaping, parking, stormwater, and frontage improvements. The applicant has submitted for a density bonus under Government Code section 65915.

Location: Northwest corner of North Canyons Parkway and Triad Place, formerly Comcast Drive (APN: 905-10-6)

The City received an application from DeNova Homes for Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005 to authorize the construction of condominium units to implement the Isabel Neighborhood Specific Plan.

At its duly noticed meeting on April 5, 2022, the Planning Commission considered in a public hearing the proposals, staff recommendations, public testimony, and findings.

NOW, THEREFORE, with respect to the California Environmental Quality Act, the Planning Commission finds based upon the information presented that:

The proposed project is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Government Code Section 65457 and CEQA Guidelines Section 15182 (c), which exempts residential projects that implement a Specific Plan where: 1) a public agency has prepared an EIR on a Specific Plan after January 1, 1980 and the residential project conforms to the Specific Plan; and 2) no events described in CEQA Guidelines Section 15162 have occurred.

1. Findings: The Isabel Neighborhood Specific Plan and its Supplemental EIR were initially adopted and certified in 2020 (SCH #2016042039). The project is consistent with the allowed residential uses of the Specific Plan's Subara 2c, Transition area. The project is also within the minimum and maximum densities of 15 to 25 dwelling units per acre contemplated by the Specific Plan and meets the Specific Plan's target

density of 20 dwelling units per acre. All required development standards with respect to setbacks, height, open space, and parking have been met, upon making the findings precedent to granting the requested density bonus setback incentive, and all design requirements have been fulfilled. The project provides more open space than required through the provision of two onsite parks, exceeds street frontage setbacks with well landscaped frontages, and is within the minimum and maximum required parking. The North Canyons Parkway frontage will be improved with a Class IV bike lane and bus stop, as required by the Specific Plan's bicycle circulation diagram. The project proposes a high-quality contemporary design and provides for 22 affordable units, as called for in the plan. The project also implements Specific Plan policies that seek to provide multiple unit types, connection to existing pedestrian circulation network, and compatibility with surrounding properties. The project is conditioned to comply with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2020 Supplemental EIR. In addition, the applicant prepared Phase I, geologic, noise, photometric, and traffic studies that found no significant impacts would occur beyond those identified in the EIR. For these reasons, the project wholly conforms with the Isabel Neighborhood Specific Plan, which was prepared after January 1, 1980.

2. Findings: No substantial project changes are proposed which would require major revisions to the previous Supplemental EIR. The project proposes 112 residential units, consistent with the allowed uses and densities contemplated in the Supplemental EIR. Substantial changes in circumstances have not occurred requiring major revisions to the previous Supplemental EIR, as the site remains vacant, is routinely disked, and still remains bounded on all sides by urban development. There is no new information of substantial importance that would result in new impacts not previously discussed, result in more severe impacts, or require modifications to the existing mitigation measures. The applicant-prepared Phase I, geologic, noise, photometric, and traffic studies found no significant impacts would occur beyond those identified in the EIR and did not yield any new information of substantial importance. For these reasons, no events described in CEQA Section 15162 have occurred and therefore no further environmental review is required.

NOW, THEREFORE, BE IT RESOLVED that the Livermore Planning Commission, based on staff recommendations, public testimony and the above findings which are necessary to protect the public health, safety, and general welfare, recommends the City Council find that the Project is exempt from review under CEQA pursuant to Government Code Section 65457 and CEQA Guidelines Sections 15182 (c), residential projects consistent with a Specific Plan, and no events in CEQA Guidelines Section 15162 have occurred. The Isabel Neighborhood Specific Plan Final and Supplemental EIR (SCH #2016042039) adequately covers the project and therefore no subsequent EIR is required.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends that the City Council direct staff to file a Notice of Exemption, if the Project is approved.

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

On the motion by Commissioner Branning, seconded by Commissioner Leary, the foregoing Resolution was adopted at the Planning Commission meeting of April 5, 2022, by the following vote:

AYES: BRANNING, DUNBAR, LEARY, STEIN
NOES:
ABSENT: ANDERSON

Steven Dunbar, Chairperson

by Steve Stewart, Planning Manager
Secretary to the Planning Commission

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING SITE PLAN DESIGN REVIEW (SPDR) 21-003 AND VESTING TENTATIVE TRACT MAP (VTTM) 8609 – SUBDIVISION (SUB) 21-005 FOR THE TRIAD CONDOMINIUMS PROJECT

The applicant requested relief under the Housing Crisis Act of 2019 (SB 330) by submitting a Preliminary Application on May 4, 2021. All development standards and fees are vested as of that date.

The City of Livermore ("City") received an application from DeNova Homes for Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005 on June 7, 2021, to authorize the construction of condominium units to implement the Isabel Neighborhood Specific Plan ("Project").

The applicant requested one Developer Incentive in accordance with Government Code Section 65915. Since none of the findings set forth in Government Code Section 65915(d)(1) can be made, the City is required to grant the Developer Incentive related to setbacks.

On April 5, 2022, the Livermore Planning Commission held a duly noticed public hearing to consider the Project, staff recommendation, all public comments and testimony, and necessary findings, and adopted Planning Commission Resolution No. 04-22 recommending the City Council approve the Project, attached hereto as Exhibit A.

On May 9, 2022, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, all public comments and testimony, and necessary 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 Record Evidence and adopted a resolution finding the Project to be exempt from the California Environmental Quality Act.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 04-22, attached hereto as Exhibit A, and the City Council 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, in accordance with State Density Bonus Law, and in accordance with the Housing Crisis Act of 2019, the City Council hereby approves Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005, subject to the conditions of approval attached hereto as Exhibit B, which are necessary to protect the health, safety, and general welfare.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk.

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 May 9, 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/ Kim Cilley _____
Kim Cilley
Senior Assistant City Attorney

Exhibit A - Planning Commission Resolution No. 04-22
Exhibit B - Conditions of Approval

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL

Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005

Hearing to consider a request for Site Plan Design Review and Vesting Tentative Tract Map to develop the northwest corner of North Canyons Parkway and Triad Drive, which would implement the Isabel Neighborhood Specific Plan. The development consists of three-story condominium buildings with 112 total units, including 22 units affordable to individuals and families with median and moderate-income levels, and 12 accessible units. The development also includes an approximately 0.2-acre private park, an approximately 2,600 square foot private dog park, and related landscaping, parking, stormwater, and frontage improvements. The applicant has submitted for a density bonus under Government Code section 65915.

Location: Northwest corner of North Canyons Parkway and Triad Place, formerly Comcast Drive (APN: 905-10-6)

The applicant requested relief under the Housing Crisis Act of 2019 (SB 330) by submitting a Preliminary Application on May 4, 2021. All development standards and fees are vested as of that date.

The City received an application from DeNova Homes for Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005 on June 7, 2021, to authorize the construction of condominium units to implement the Isabel Neighborhood Specific Plan.

The applicant requested one Developer Incentive in accordance with Government Code Section 65915. Since none of the findings set forth in Government Code Section 65915(d)(1) can be made, the City is required to grant the Developer Incentive related to setbacks.

At its duly noticed meeting on April 5, 2022, the Planning Commission considered in a public hearing the proposals, staff recommendations, public testimony, and findings.

On April 5, 2022, the Planning Commission adopted resolutions finding that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) and that no Subsequent EIR is required.

NOW, THEREFORE, BE IT RESOLVED, with respect to the Site Plan Design Review application, the Planning Commission finds based upon the information presented that:

1. The proposed development will be permitted within the subject zone.

Findings: The proposed development consists of 112 residential condominium units on approximately five acres. The project is consistent with the allowed residential uses of Isabel Neighborhood Specific Plan Subara 2c, Transition area. The project is also within the minimum and maximum densities of 15 to 25 dwelling units per acre contemplated by the Specific Plan and meets the Specific Plan's target density of 20 dwelling units per acre. Therefore, the development is permitted within the subject zone.

2. The proposed development will be designed such that:

a. The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property;
b. Architectural design and functional plan of the structure(s) and related improvements are of reasonable aesthetic quality and compatible with adjacent developments;
c. Structure(s) and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site; and
d. The project's site plan and design is consistent with the City's Design Standards and Guidelines.

Findings: The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to the adjacent property. The project provides adequate emergency vehicle access throughout the site and necessary ladder pads for fire access on upper floors. The project does not conflict with the County Airport Land Use Compatibility Plan with respect to height, density, or noise and complies with FAA height standards. Water and sewer service will be provided to all units and stormwater will be appropriately managed on site. The site layout is suitable for trash truck pickup and adequate space will be provided in each unit garage for all waste streams. The project is conditioned to avoid turning movement conflicts at the project entry along Triad Drive. The applicant prepared Phase I, geologic, noise, photometric, and traffic studies found no significant impacts would occur beyond those identified in the EIR. The project is also conditioned to conform with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2020 Supplemental EIR. The project is not detrimental to adjacent properties and considers adjacent uses in the general area given that the proposed condominium buildings meet or exceed streetside setbacks. All project frontages contain substantial landscaping and trees to appropriately screen the proposed buildings. The project is also adequately parked, reducing parking spillover, and similar in height to adjacent office structures. The residential use promotes synergy with surrounding offices, locating residents close to job centers, and will not produce any dust, odor, noise, or glare. The structures are suitable for the site and the site plan is consistent with the City's Design Standards and Guidelines.

3. Be designed to include the following criteria, as applicable:

a. Compliant with Chapter 9.07 of the Development Code (Site Plan and Design Review), Municipal Code Title 15 (Buildings and Construction), and any other

applicable City regulations and policies;

b. Efficient site layout and design;
c. Compatible and appropriate scale to neighboring properties and developments.
d. Efficient and safe public access (both pedestrian and vehicular) and parking;
e. Appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design;
f. Appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land;
g. Proper site utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the site;
h. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired;
i. Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition;
j. Compatible in color, material, and composition of the exterior elevations to neighboring visible structures;
k. Appropriate exterior lighting which provides for public safety and is not of a nature that will constitute a hazard or nuisance to adjacent properties;
l. Compatible in scale and aesthetic treatment of proposed structures with public areas;
m. Appropriate open space and use of water efficient landscaping; and
n. Consistent with the General Plan and any applicable Specific Plan.

Findings: The project includes an efficient site plan, public access, and parking plan. The plan includes a grid shape, with access drives bisecting the development and paseo and parks interspersed throughout. Project pedestrian paths connect into the larger street network at multiple locations, units are taller than they are wide, and most parking is provided for in unit garages, ensuring an efficient use of space. The project is also appropriately scaled to and compatible with adjacent development. Large landscaped setbacks punctuate street frontages and the project height is similar to the adjacent office buildings. The project is conditioned to provide adequate lighting at parking surfaces and will use less water than allowed. The project is also consistent with the allowed residential uses of the Specific Plan's Subara 2c, Transition area and within the minimum and maximum densities of 15 to 25 dwelling units per acre. The project provides more open space than required through the provision of two onsite parks, exceeds street frontage setbacks with well landscaped frontages, and is within the minimum and maximum required parking. The North Canyons Parkway frontage will be improved with a Class IV bike lane and bus stop, as required by the Specific Plan's bicycle circulation diagram. The project proposes a high-quality contemporary design and provides for 22 affordable units, as called for in the plan.

NOW, THEREFORE, BE IT RESOLVED, with respect to the Vesting Tentative Tract Map application, the Planning Commission finds based upon the information presented that:

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

specific plan, any policy or guideline implementing the General Plan (including the City's Design Standards and Guidelines), or other applicable provisions of this Development Code;

Findings: The project is consistent with the intent of the Isabel Neighborhood General Plan designation given that it provides higher density housing adjacent to transit service and job centers and provides a mix of unit types, sizes, and affordability levels. The project also implements the Land Use, Housing, Community Character, and Climate Change elements by providing affordable housing near transit that is of a high-quality architectural design and that provides sustainable features like photovoltaic arrays. The project is consistent with the density range, development standards related to setbacks, height, and open space, and design standards and guidelines of the Isabel Neighborhood Specific Plan.

The 2015-2022 Housing element did not include the project site in its sites inventory, and no site development was anticipated for Livermore's 2015-2023 Regional Housing Needs Assessment (RHNA) period. Therefore, the project's proposed unit count is above that required by the State's RHNA process and, as such, a 'no net loss' review is not required under Government Code Section 65863. The units will count towards Livermore's 2023-2031 RHNA allocation if building permits are issued in 2023 or later.

2. The site is physically suitable for the proposed type of development;

Findings: The site is located within the Isabel Neighborhood, which is identified as one of the densest areas in the City. The site is entirely within the City limits and is surrounded on all sides by street rights of way and urbanized office uses. The site is approximately five acres in size and large enough to accommodate the 12 proposed condominium buildings and two parks. The site is generally rectangular in shape, allowing for regular setbacks along the project periphery and orthogonal driveway connections. The site is also relatively flat with minimal grading required; it is of a similar height as adjacent parcels. The site is devoid of substantial vegetation besides perimeter trees. Therefore, the site is physically suitable for the proposed type of development.

3. The site is physically suitable for the proposed density of development;

Findings: The Isabel Neighborhood currently contains numerous office buildings and will become the most urban, densely developed part of the City. The Isabel Neighborhood Specific Plan establishes a minimum density of 15 units per acre and a maximum density of 25 units per acre within the Transition area. The site is approximately five acres in size, which equates to a residential density of 22.4 units per acre, consistent with the Specific Plan's density target. Given the existing urbanized nature of surrounding parcels, all required public utilities are located adjacent to the site in the street right-of-way, including: water, sewer, storm drain, telecommunications, and electricity. Services like police, fire, and medical already serve the neighborhood area, including the parcel. The project is within the Specific

Plan's and EIR's anticipated density range, and therefore existing utilities and services have sufficient capacity to accommodate the incremental increase in demand.

4. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the Commission or Council may approve a tentative map if an Environmental Impact Report was prepared with respect to the project and a statement of overriding considerations was made to the effect that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR;

   Findings: The Isabel Neighborhood Specific Plan Final EIR and Supplemental Final EIR analyzed all potential environmental impacts of development in the Isabel Neighborhood. The EIR was prepared at a "zoning action" level, for purposes of Public Resources Code section 21083.3 and CEQA Guidelines section 15183, in that it includes enough specificity for future Specific Plan projects to rely on its analysis and limits the need for CEQA review for future Specific Plan projects. The City Council adopted a Statement of Overriding Considerations with the EIR and found that the plan would have significant and unavoidable impacts with respect to traffic, air quality, aesthetics, noise, cultural/ tribal resources, and agricultural resources, but that the City's transit, housing, and economic goals outweighed the impacts, as allowed under CEQA. The Council found that the mitigation measures identified in the EIR would reduce all other impacts to a less than significant level. Given that the project is within the density and intensity levels contemplated by the EIR, no environmental impacts beyond those identified in the EIR would occur. Further, the applicant prepared Phase I, geologic, noise, photometric, and traffic studies and found no impacts peculiar to the project would occur beyond those identified in the EIR. The project is also conditioned to conform with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified EIR, ensuring all other environmental impacts remain less than significant.

5. The design of the subdivision or the type of improvements will not cause serious public health problems;

   Findings: The project will not be detrimental to the public health, safety, or general welfare, and not cause serious health problems. The project provides adequate emergency vehicle access throughout the site and necessary ladder pads for fire access on upper floors. The project does not conflict with the County Airport Land Use Compatibility Plan with respect to height, density, or noise and complies with FAA height standards. Water and sewer service will be provided to all units and stormwater will be appropriately managed on site. The site layout is suitable for trash truck pickup and adequate space will be provided in each unit garage for all waste streams. The project is conditioned to avoid turning movement conflicts at the project entry along Triad Drive. The applicant prepared Phase I, geologic, noise, photometric, and traffic studies found no significant impacts would occur beyond those identified in the EIR. Interior noise levels would not exceed 45 dBA, as required

by CA Building Code. In addition, no surficial or subsurface hazardous materials were discovered onsite and the residential use would not produce any hazardous materials, nor substantial noise, odor or vibration during regular operations. The project will work with the Alameda County Vector Control to minimize vermin spread to adjacent properties during construction. For these reasons, the design of the subdivision or the type of improvements will not cause serious public health problems.

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision (The Commission or Council may approve a tentative map if it finds that alternative easements for access will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This Subparagraph shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the Commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.); and

   Findings: The project site contains a number of existing easements for utilities and access. All public easements would remain, or be modified to accommodate the project. New public easements would also be added. The existing access and community driveway easements on the western property boundary would remain and would continue to allow for vehicular access from North Canyons Parkway to the project site and the adjacent office complex to the west. The existing public utility easements and landscape easements along Triad Drive and North Canyons Parkway would also remain and would continue to allow for utility conveyance and include plantings, as required. Public sidewalk easements along street frontages would be adjusted to accommodate street trees, but existing dimensions would remain. A new easement would be required to accommodate the new bus shelter. For these reasons, the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

7. Any proposed phases and their proposed sequence of construction are identified on the submitted tentative map. The City may impose reasonable conditions relating to the filing of multiple final maps in conjunction with the approval of the tentative map (Section 66456.1).

   Findings: The project does not propose any phasing.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based on staff recommendations, public testimony and the above findings which are necessary to protect the public health, safety, and general welfare, recommends the City Council approve Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005, subject to the conditions of approval presented by staff on April 5, 2022, and the following additional conditions of approval:

1. All project appliances shall be electric, as set forth in the 2018 Isabel Neighborhood Specific Plan Environmental Impact Report Mitigation, Monitoring, and Reporting Program.
2. Prior to Building Permit issuance, applicant shall work with staff to provide a reasonable number of on-site guest bicycle parking spaces.
3. All fencing constructed on top of the retaining wall located along the northern property line shall be permeable, allowing for views through the fence line.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends that the City Council direct staff to file a Notice of Exemption.

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 Leary, the foregoing Resolution was adopted at the Planning Commission meeting of April 5, 2022, by the following vote:

AYES: BRANNING, DUNBAR, LEARY, STEIN
NOES:
ABSENT: ANDERSON

Steven Dunbar, Chairperson



by Steve Stewart, Planning Manager
Secretary to the Planning Commission

CONDITIONS OF APPROVAL

Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005

Hearing to consider a request for Site Plan Design Review and Vesting Tentative Tract Map to develop the northwest corner of North Canyons Parkway and Triad Place, which would implement the Isabel Neighborhood Specific Plan. The development consists of three-story condominium buildings with 112 total units, including 22 units affordable to individuals and families with median and moderate-income levels, and 12 accessible units. The development also includes an approximately 0.2-acre private park, an approximately 2,600 square foot private dog park, and related landscaping, parking, stormwater, and frontage improvements. The applicant has submitted for a density bonus under Government Code section 65915.

Location: Northwest corner of North Canyons Parkway and Triad Place, formerly Comcast Drive (APN: 905-10-6)

Recommended by Planning Commission: April 5, 2022
Approved by City Council: May 9, 2022

A. PROJECT AUTHORIZATION

1. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

2. Approval is limited to conformance of the land uses allowed in the Transition area of Subarea 2c of the Isabel Neighborhood Specific Plan. Use of the property shall be limited to those permitted by the Isabel Neighborhood Specific Plan as it exists now or may be amended in the future.

3. Vesting Tentative Tract Map 8609 and associated Site Plan Design Review shall expire unless a Final Map is filed by May 9, 2024, or a request for extension is received and approved by the City.

B. PROJECT SPECIFIC CONDITIONS

The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of revised plans.

1. Prior to occupancy, applicant shall record the deed notification provided in the Livermore Executive Airport - Airport Land Use Compatibility Plan, Chapter 3.3.4.6, on the property for which this discretionary development permit is issued, as follows:

   NOTICE OF AIRPORT IN VICINITY

   This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

2. Prior to approval of the project's improvement plans, applicant shall provide an additional pedestrian connection adjacent to Building 11 directly to the public sidewalk to provide access to the LAVTA bus stop, as approved by the Community Development Director.

3. Prior to occupancy of the project site, the southbound left turn lane at the North Canyons Parkway/Comcast Place-Triad Place intersection shall be shortened and the signal detection zone for the southbound left turn lane shall be revised to accommodate the new turn lane length, as approved by the City Engineer.

4. Prior to approval of the project's improvement plans, applicant shall provide a final class IV bike lane design not less than fourteen feet in width, including necessary physical separation, to the satisfaction of the Community Development Department Director and the City Engineer.

5. Prior to approval of the project's improvement plans, applicant shall coordinate with LAVTA to ensure proper placement of bus shelter and dedication of maintenance easement, if needed. Applicant shall provide proof of coordination to the satisfaction of the Community Development Director.

6. Prior to approval of the project's improvement plans, applicant shall demonstrate the project's use of recycled water for irrigation purposes, to the satisfaction of the City Engineer. All onsite irrigation shall use recycled water.

7. Prior to issuance of a building permit, the applicant shall submit a photometric plan that demonstrates adequate site lighting. Exterior parking areas shall maintain a minimum light level of one foot-candle at the parking surface. Pathways and private open space areas shall be sufficiently illuminated for safety, but respectful of the residential context, as approved by the Community Development Director.

8. Applicant shall install windows and doors with an STC-32 rating on buildings that front North Canyons Parkway, pursuant to the noise study conducted by Bollard Acoustical Consultants, Inc., dated October 18, 2021.

9. Prior to Building Permit approval, applicant shall revise construction drawings to include additional fenestration (e.g. windows) on the first-floor corner units of Buildings 3, 4, 11, and 12, as approved by the Community Development Department Director.

10. Prior to issuance of a Building Permit, all rooftop mechanical equipment shall be fully screened from public view by roof parapet or architecturally integrated roof screen. Construction drawings shall include section drawings and roof plans demonstrating conformance with this requirement, as approved by the Community Development Department Director.

11. Prior to approval of the project's improvement plans, applicant shall provide details of, and submit any required building permits for, all site furnishings and shade structures. Amenities shall include at least those identified in the entitlement plans, but could include additional amenities such as outdoor cooking areas or activity courts, as approved by the Community Development Director.

12. Prior to approval of improvement plans, applicant shall revise the plans to include a three-foot tall steel tube fence on top of the northern retaining wall in any location where the wall exceeds three feet in height, as approved by the Community Development Department Director.

13. Encourage the use of a local construction workforce who are paid area standard wages (Specific Plan Policy LU-46).

14. In the event a Specific Plan Transportation Management Association (TMA) is formed for the Isabel Neighborhood, project shall annex into the association (Specific Plan Policy TRA-22).

15. In the event a programmatic Specific Plan parking management plan is created, project shall participate in the plan (Specific Plan Policy TRA-26).

16. In the event a programmatic Specific Plan wayfinding signage plan is created, project shall participate in the plan (Specific Plan Policy DS-24).

17. Reduce vibration impacts associated with construction activities by requiring construction contractors to implement measures to help reduce vibration levels at nearby sensitive receptors. Measures could include using bulldozers less than 20,000 pounds within 50 feet of residential, quiet pile driving technology, etc. (Specific Plan Policy ENV-7).

18. Project proponents within identified high risk Overlay Zones surrounding existing hazardous sites, roadways, or TAC sources, shall assess health risks at the location in question and to incorporate feasible design-related risk mitigation measures, such as HEPA filters or equivalent indoor air quality equipment mechanisms, as appropriate and determined in consultation with the City (Specific Plan Policy ENV-12).

19. For all proposed projects, Bay Area Air Quality Management District (BAAQMD; "Air District") recommends requiring the implementation of all Basic Construction Mitigation Measures, listed in Table 8-1 of the BAAQMD CEQA Guidelines, whether or not construction-related emissions exceed applicable Thresholds of Significance (Specific Plan Policy ENV-14).

20. Project contractors shall reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower shall operate on an EPA-approved Tier 4 or newer engine. If Tier 4 engines are not commercially available within 200 miles of the project site, EPA-approved Tier 3 engines are permissible (Specific Plan Policy ENV-15).

21. Project contractors shall reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings that have a VOC content of 10 grams/liter (g/L) or less be used during construction (Specific Plan Policy ENV-16).

22. Project contractors shall reduce construction-related GHG emissions through implementation of the Bay Area Air Quality Management District's recommended best practices (Specific Plan Policy ENV-17).

23. Require that construction and structure demolition/modification activities be conducted outside of the bird nesting season (February 1 to August 31) to the extent feasible (Specific Plan Policy ENV-27).

24. All trees adjacent to public infrastructure shall use control features like root barriers and engineered soils to prevent infrastructure damage.

25. The applicant shall demonstrate on the landscape plans compliance with the City's Water Efficiency Ordinance, subject to Planning Division approval, prior to the issuance of any building permit.

26. Exterior backflow preventers shall be screened from public view with landscape or by other appropriate means, subject to review and approval by the Community Development Department.

27. The public art in-lieu contribution shall be paid at the time of issuance of each building permit, or the applicant shall install public art onsite in accordance with Municipal Code section 12.51.

28. The project applicant and/or contractor shall treat any human remains encountered during ground-disturbing activities in accordance with California Health and Safety Code Section 7050.5.

29. Prior to receiving a building permit for excavation, grading or construction on development site, the applicant shall contact the Alameda County Vector Control Services District to determine if any pre-baiting requirements are necessary to control migration of vermin to adjacent property.

30. The project shall implement the Mitigation Monitoring and Reporting Program (MMRP) prepared for the Isabel Neighborhood Specific Plan, as attached.

31. All project appliances shall be electric, as set forth in the 2018 Isabel Neighborhood Specific Plan Environmental Impact Report Mitigation, Monitoring, and Reporting Program [added by Planning Commission April 5, 2022].

32. Prior to Building Permit issuance, applicant shall work with staff to provide a reasonable number of on-site guest bicycle parking spaces [added by Planning Commission April 5, 2022].

33. All fencing constructed on top of the retaining wall located along the northern property line shall be permeable, allowing for views through the fence line [added by Planning Commission April 5, 2022].

C. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the map designated by the City as Exhibit B-1. Exhibit B-1 plans shall include but are not limited to subdivision, landscape, and architectural plans reviewed and approved by the Planning Commission and City Council and amended by the applicant to reflect any changes indicated above in the Project Specific Conditions or required by the City in the approval process.

2. The development impact fees (e.g., traffic impact, housing in-lieu, park dedication in-lieu,) and project processing fees due in connection with this permit shall be based upon the fees in effect as of May 4, 2021 (Exhibit D), which is the date of Preliminary Application submittal, pursuant to the requirements of the Housing Crisis Act of 2019 (SB 330).

3. The Community Development Department may approve minor amendments to the permit, provided that the permit is still in substantial conformance with the original approval.

4. Approval of the Site Plan Design Review and Tentative Tract Map entitlements is not an authorization to commence construction. Building construction,

alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

5. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

D. ENGINEERING DIVISION – DEVELOPMENT

1. Development shall conform to the attached Engineering Considerations, dated April 14, 2022.

E. BUILDING DIVISION

1. Project to meet the requirements of the currently adopted California Building Standards Code (CBSC).

F. MAINTENANCE DIVISION

1. The project site's Homeowners' Association (HOA) shall perform all onsite landscape maintenance and cover all associated maintenance costs.

G. HOUSING AND HUMAN SERVICES DIVISION

1. Applicant shall satisfy affordable housing requirements with respect to any fractional units, as approved by the Director.

H. FIRE DEPARTMENT

1. Development shall conform to the attached memorandum from the Livermore Pleasanton Fire Department, dated March 15, 2022.

I. POLICE DEPARTMENT

1. The project shall be required to conform to the provisions of the security section of the Livermore Municipal Code.

Exhibits:

A: Engineering Development Considerations
B: Livermore Pleasanton Fire Department Memorandum
C: Isabel Neighborhood Specific Plan MMRP
D: Vested Fee Sheet

DATE: March 21, 2022
Revised: April 14, 2022 Staff

ENGINEERING CONSIDERATIONS - EXHIBIT "A"
(Subject to revision prior to final approval
by Planning Commission and City Council)

TENTATIVE TRACT: 8609 (SUB21-005)

LOCATION: West Corner of Portola and Triad Place

APPLICANT: Denova Homes

Note: Special conditions are shown in standard type. Standard conditions that apply to this project are shown in italics. In addition, standard conditions of approval for this project are listed in Section II of the Development Plan Check and Procedures Manual.

1. DEFINITIONS

For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:

Developer :	*Person(s) or Corporation(s) signing final map(s) and subdivision agreement(s)*
Improvement Plans:	*Construction drawings for required public and private improvements*
Services:	*Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves*
Project:	*The work to be performed by Developer*

2. VESTING TENTATIVE MAP

Approval or conditional approval of this vesting tentative map shall not limit the City Engineer's ability to require workable designs on future grading and improvement plans based upon these Engineering Considerations and the City's standard engineering specifications and details.

In accordance with Senate Bill 330, the City of Livermore development impact fees for this project will be assessed at the rates in effect at the time of the preliminary submittal application for the project which is May 4, 2021 (Staff 4/14/2022)

3. GENERAL

The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The

conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

All required improvements shall be constructed prior to occupancy of the new residential units on this site.

A. IMPROVEMENT PLANS - Exhibit A-1

An engineered improvement plan shall be prepared by the Developer for approval by the City's Departments (including the Community Development, Public Services, Fire, and Police Department), which shall include, but not necessarily be limited to, existing site conditions, dedications, grading plans, street design and grades, curb, gutter, sidewalk and driveway grades, and type, size and location of all public works improvements as herein required. Approval of this tentative map does not constitute approval of the details shown thereon. If there is any conflict between the tentative map and these Engineering Considerations, the Engineering Considerations shall govern.

No specific phased development plan has been submitted with this tentative tract application. Therefore, all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

All improvement plans and maps shall conform to the following City of Livermore documents except as modified by these engineering considerations:

1. *City of Livermore Standard Specifications and Details*
2. *Development Plan Check and Procedures Manual*

Completed final map and improvement plan checklists from the manual entitled "City of Livermore, Development Plan Check and Procedures Manual" shall be submitted with the first plan check submittal for each phase.

C. STANDARD CONDITIONS OF APPROVAL IN THE DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL

All of the standard conditions of approval for subdivisions and major projects as listed in Part II of the City of Livermore Development Plan Check and Procedures Manual apply except for the following: A-2, A-4, A-10, B-7, B-8, B-9, B-10, B-11, B-13, B-14, B-16, K-1, K-2, K-3

D. WORK IN OTHER JURISDICTIONS

The Developer is responsible for obtaining permits and approvals for construction work and property acquisition that are required by agencies other than the City of Livermore.

4. STREETS

A. SPECIFIC REQUIREMENTS:

The Developer shall offer easements and dedications for, and shall improve his share of the ultimate street widths for the following named streets in accordance with the City's General Plan:

North Canyons Parkway

North Canyons Parkway is a major street in the General Plan. Along the project frontage North Canyons Parkway is a 4 lane road with a landscaped median to accommodate turning lanes and a Class 2 bike lane in each direction.

The Isabel Neighborhood Specific Plan (INSP) requires that the existing bike lane at the project location be replaced with a new Class 4 separated bike lane with buffer along the project frontage. Installation of this Class 4 bike lane will include a physical raised barrier. The final design of the Class 4 bike lane has yet to be determined as Livermore Staff is assessing various alternatives for the entire INSP North Canyons Parkway and Portola Avenue corridor. The Developer shall install the final design for the Class 4 bike lane that is selected by the City. Installation of the bike lane will include but is not limited to appropriate transitions to and from the existing Class 2a to the Class 4 bike lane; modifications to the existing bus turnout; modifications to signing and striping; any surface treatments and/or structures, and any necessary utility services needed for the maintenance of the raised barrier.

To provide a covered shelter for public transit users the Developer shall install a bus shelter in the vicinity of the current bus turnout on North Canyons Drive subject to the review and approval of the Livermore Amador Valley Transit Agency (LAVTA). The Developer shall dedicate an easement to LAVTA as necessary within Parcel G for the purpose of locating and providing maintenance access to the public bus shelter.

Triad Place

Triad Place is a local street and is fully improved along the project frontage. To coordinate with the main entry on Triad Place for the project, the Developer shall shorten the southbound left turn lane on Triad Place to 150 feet at the North Canyons Parkway intersection and modify the detection zones for the southbound left turn lane to accommodate the new turn lane length.

Relinquishment of abutter's rights shall be provided on the final map for the project where none exists today, except where the project entrance is located.

Interior Streets

Interior Streets A, B, C and D are local private streets which shall be 26 feet wide with no on-street parking except where guest parking stalls are located. Interior streets E and F are local private streets

which shall be 20 feet wide with no on street parking. All private interior streets will be designated as Commons to distinguish them from public streets.

CASp Certification for Public Walkways/Sidewalks

The Developer shall have a certified CASp Specialist review and certify that the design for all pedestrian improvements within the public right-of-way or a public easement complies with the following applicable regulations: American with Disabilities Act (ADA) requirements, the Public Rights-of-Way Accessibility Guidelines (PROWAG), and the requirements found in Chapter 11B of the 2019 California Building Code. If an accessibility design cannot meet the above listed applicable standards, the Developer shall propose and the CASp Specialist shall concur with a design exception request for approval by the City Engineer or their designee. In addition, the Developer shall have the certified CASp Specialist inspect and certify that pedestrian improvements are installed per the CASp certified design. Pedestrian improvements include new trails, walkways, sidewalks, accessible ramps, connections between existing and new pedestrian improvements, and modifications to existing pedestrian improvements within or adjacent to the project site, as shown on the approved plans.

5. TRAFFIC SIGNALS – N/A

6. TRAFFIC IMPACT FEE CREDITS AND REIMBURSEMENTS: N/A

7. SANITARY SEWERS

Because the Developer has chosen to install the City standard asphalt street section for the the private streets with only specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) in a few areas to act as "accents" to the project entry or other areas as approved by the City Engineer, the sanitary sewer may be publicly maintained. However, in order to facilitate the maintenance and repair of the public sanitary sewer lines in the future, the Developer shall install a casing for the pipe or other pipe protective measures as approved by the City Engineer, in all locations where the pipe runs under specialty paving. Additionally, no pipe joints will be allowed in specialty paving areas.

Sewer shall be extended across all frontages of each phase.

Sewer laterals with two-way cleanouts behind the curb shall be installed to each lot or site before the streets are surfaced.

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

A. General

1. This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the Developer shall provide evidence

that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the Developer per the Notice of Intent on file with the State Water Resources Control Board".

2. Necessary interceptor ditches shall be concrete. Field inlets and storm drainage pipe may be necessary in conjunction with concrete interceptor ditches as secondary drainage releases. All interceptor ditches shall be privately maintained.

B. Storm Drainage Requirements

Per the City's Facilities Planning Guidelines (dated June 2005), the flows must have the following characteristics:

> *For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.*
>
> *For a 100-year design discharge: a HGL does not exceed the top of curb elevation. (This is required for item 3 above.)*

For additional detail on these guidelines, the applicant should refer to the following resources: City of Livermore Storm Drain Master Plan & City of Livermore Facilities Planning Guidelines (both available at the Engineering counter at City Hall).

Since the Developer has chosen to build private streets, the storm drain system will be privately owned and maintained by a homeowner's association and maintained to the property line. In order to differentiate the ownership of public and private facilities, the Developer shall provide the additional structures (manholes and or catchbasins) to be installed at the property line.

C. Stormwater Infrastructure Maintenance Funding

The cost to maintain all private storm water infrastructure installed with this project shall be funded by the Developer.

D. Channels N/A

E. Storm Water Treatment, Detention and Low Impact Development Requirements

1. *The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. Stormwater Treatment, Low Impact Development, and Trash Capture is required by the Regional Water Quality Control Board. The Developer shall complete and or update the Stormwater Requirements Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements described in Section C.3 of the City's NPDES Permit with*

the Regional Water Quality Control Board. City approval of this plan and calculations is required prior to the approval of the improvement plans.

2. *If this project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from* www.bayareamodel.org. *For additional information you may contact Debbie Salgado in the City's Engineering Department at (925-960-4558)*

3. *Prior to final map approval, the applicant shall enter into a maintenance agreement with the City of Livermore for all storm water treatment devices deemed necessary on this site. If the stormwater treatment devices will be maintained by the individual homeowners a cleanout will be necessary at the property lines to allow the residents to maintain their portion of the private stormdrain underdrain. If the stormwater treatment device will be maintained by a Homeowners Association then the cleanouts at each of the property lines may not be needed. The stormdrain treatment devices shall be shown on the plat plans and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement(s) shall be recorded prior to recordation of the Final Map.*

F. Stormwater Treatment Infrastructure Maintenance Funding

The cost to maintain all storm water treatment, detention and low impact development infrastructure installed with this project shall be funded by the Developer.

9. REQUIRED SOURCE CONTROL STORMWATER MEASURES

The Regional Water Quality Control Board adopted Order R2-2015-0049 issuing the Alameda Countywide NPDES municipal storm water permit for the Alameda Countywide Clean Water Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

> *"The Permittees shall, as part of their continuous improvement process, submit enhanced new development and significant redevelopment Performance Standards that summarize source control requirements for such projects to limit pollutant generation, discharge, and runoff, to the maximum extent practicable…"*

In accordance with this requirement, the following source control measures, included as part of these Conditions of Approval, shall be implemented as a part of this project.

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

On-site storm drain inlets, except inlets located in landscaped areas, shall be clearly marked with the words "No Dumping! Flows to Bay" on a plastic marker. The plastic markers are

available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

Approved interior floor drains shall be plumbed to the sanitary sewer system and shall not be connected to the storm drain system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

3. Parking Garages

Interior level parking garage floor drains shall be connected to a sand/oil interceptor or equivalent water treatment device approved by the Water Resources Division prior to discharging to the sanitary sewer system.

4. Pesticide/Fertilizer Application and Irrigation

a. Landscaping shall be designed to minimize irrigation and runoff, promote surface infiltration where possible, minimize the use of fertilizers and pesticides that can contribute to storm water pollution, and incorporate appropriate Bay-Friendly Landscaping principles.

b. If a landscaping plan is required as part of a development project application, the plan shall meet the following conditions related to reduction of pesticide use on the project site:

I. Where feasible, landscaping shall be designed and operated to treat storm water runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

II. Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.

III. Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.

IV. Unless otherwise specified, proper maintenance of landscaping shall be the responsibility of the property owner.

V. Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design. Some examples of IPM principles and techniques include the following:

i. Select plants that are well adapted to soil conditions at the site.

ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.

iii. Provide irrigation appropriate to the water requirements of the selected plants.

iv. Select pest and disease resistant plants.

v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.

vi. Use "insectary" plants in the landscaping to attract and keep beneficial insects.

VI. Landscaping shall also comply with City of Livermore's "Water Efficient Landscape Ordinance". However, areas of a site used for bio-swales or other landscaped areas that function as a storm water treatment measure shall be exempt from the Water Efficient Landscaping requirements.

VII. An efficient irrigation system shall be installed in areas requiring irrigation. An example of an efficient irrigation system is one that includes a weather-based (automatic, self-adjusting) irrigation controller with a moisture and/or rain sensor shutoff, and in which sprinkler and spray heads are not permitted in areas less than 8 feet wide.

5. Pool, Spa, and Fountain Discharges

a. New or rebuilt swimming pools, hot tubs, spas and fountains must have a connection to the sanitary sewer to facilitate draining. This connection could be a drain in the pool to the sanitary sewer or a cleanout located close enough to the pool so that a hose can readily direct the pool discharge into the sanitary sewer cleanout.

b.When draining is necessary, a hose or other temporary system shall be directed into a sanitary sewer cleanout, or vegetated areas that are large enough to accommodate the volume without allowing the discharged water to flow to the storm drain system or receiving water body.

6. Food Service Equipment Cleaning

a. Food service facilities (including grocery stores) shall have a sink or other container for cleaning floor mats, equipment, and hood filters, which is connected to a grease interceptor prior to discharging to the sanitary sewer system. The cleaning area shall be large enough

to allow for the largest type of equipment that must be cleaned at the facility. The cleaning area shall be indoors or in a roofed area outdoors and must be plumbed to the sanitary sewer. The discharge of wastewater from these washing activities to the storm drain system is prohibited. Outdoor cleaning areas shall be designed to prevent storm water run-on from entering the sanitary sewer and to prevent wastewater runoff to the storm drain from washing activities. Signs shall be posted indicating that all food service equipment washing activities shall be conducted in this area.

b. An oil and grease interceptor with a minimum size of 750 gallons is required for all food service facilities (including restaurants and grocery stores). Facilities that do not have any cooking or any other grease generating processes may request an exemption from this requirement.

7. Refuse Areas

a. New or redevelopment projects shall provide a roofed and enclosed area for dumpsters, recycling containers, compactors, and food waste containers. The area shall be designed to prevent water run-on to the area, to prevent runoff from the refuse area and to properly contain litter and trash. Dumpster leakage from covered trash and food compactor enclosures shall drain to the sanitary sewer via connection to an approved oil and grease interceptor device.

b. Runoff from trash enclosures, recycling areas, and/or food compactor enclosures or similar facilities shall not discharge to the storm drain system. Trash enclosure areas shall be designed to avoid run-on to the trash enclosure area. In most cases, drains are not permitted within trash enclosure areas. A drain, however, must be provided for compactors. If a drain is required in or beneath dumpsters, compactors, and tallow bin areas, it shall be connected to a grease removal device prior to discharging to the sanitary sewer.

8. Outdoor Process Activities/Equipment[1]

a. Process activities shall be performed either indoors or in roofed outdoor areas. If performed outdoors, the area shall be designed to prevent the "run-on" of storm water drainage, as well, as the runoff from the area with process activities.

b. Process equipment areas shall drain to the sanitary sewer system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

9. Outdoor Equipment/Materials Storage

[1] Examples of businesses that may have outdoor process activities and equipment include machine shops and auto repair shops, and industries that have pretreatment facilities.

a. All outdoor equipment and materials storage areas shall be covered and/or bermed, or shall be designed with Best Management Practices (BMP) that effectively minimize the potential runoff and contact of storm water to pollutants.

b. Storage areas containing non-hazardous liquids shall be covered by a roof and be contained by berms, dikes, liners, vaults or similar spill containment devices.

c. All on-site hazardous materials and wastes, as defined and/or regulated by the California Public Health Code must be used, managed, and stored in compliance with the applicable Livermore Pleasanton Fire Department's requirements and regulations.

10. Vehicle/Equipment and Commercial/Industrial Cleaning

a. Wastewater from vehicle and equipment washing operations shall not be discharged to the storm drain system. Auto dealerships, however, may rinse off vehicle exterior surfaces for appearance purposes, provided only a minimum volume of water is used without soap or other cleaning agents.

b. Commercial/industrial facilities having vehicle/equipment cleaning needs shall either provide a roofed, bermed area for washing activities or discourage vehicle/equipment washing by removing hose bibs (faucets) and installing signs prohibiting such uses. Vehicle/equipment washing areas shall be paved, designed to prevent run-on to or runoff from the area, and plumbed to drain to the sanitary sewer via an oil water separator with a minimum size of 750-gallons or an approved equivalent pretreatment device.

c. Commercial car wash facilities shall be designed and operated such that no runoff from the facility is discharged to the storm drain system. Wastewater from the facility shall discharge to the sanitary sewer via an oil water separator with a minimum size of 750-gallons or an approved equivalent pretreatment device.

d. All facilities, which discharge wastewater generated from vehicle or equipment washing, must obtain a wastewater discharge permit from the City of Livermore's Water Resources Division prior to the commencement of the discharge.

11. Vehicle/Equipment Repair and Maintenance

a. Vehicle/equipment repair and maintenance shall be performed in a designated area indoors, or if such services must be performed outdoors, in an area designed to prevent the run-on and runoff of storm water. Oil and other automotive fluid change service must always be performed indoors.

b. Secondary containment shall be provided for exterior work areas where hazardous materials or hazardous wastes are used or stored. Drains shall not be installed within the secondary containment areas.

c. Vehicle service facilities shall not contain floor drains.

d. Tanks, containers, or sinks used for parts cleaning or rinsing shall not be connected to the storm drain system. Tanks, containers, or sinks used for such purposes shall not be directly connected to the sanitary sewer. Discharges to the sanitary sewer from such operations require prior approval from the Water Resources Division. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

12. Fuel Dispensing Areas

a. Fueling areas[2] shall have impermeable surfaces (i.e., portland cement concrete or equivalent smooth impervious surface) that are: a) graded at the minimum slope necessary to prevent ponding; and b) separated from the rest of the site by a grade break that prevents run-on of storm water to the maximum extent practicable.

b. Fueling areas shall be covered by a canopy or roof that extends a minimum of ten feet in each direction from each pump. Roof downspouts from the canopy or roof shall not drain onto the fueling area.

13. Loading Docks

a. Loading docks shall be graded to minimize run-on to and runoff from the loading area. Roof downspouts shall be positioned to direct storm water away from the loading area. Storm water runoff from loading dock areas shall be connected to a post-construction storm water treatment measure(s) prior to discharge to the storm drain system.

b. Door skirts between the trailers and the building shall be installed to prevent exposure of loading activities to rain, unless one of the following conditions applies: the loading dock is covered, or the applicant demonstrates that rainfall will not result in an exposure of storm water to pollutants.

14. Fire Sprinkler Test Water

Provisions shall be made in the project design and construction to allow for the discharge of fire sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

15. Miscellaneous Drain or Wash Water

a. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

[2] The fueling area shall be defined as the area extending a minimum of 6.5 feet from the corner of each fuel dispenser or the length at which the hose and nozzle assembly may be operated plus a minimum of one foot, whichever is greater.

b. For small air conditioning units, air conditioning condensate shall be directed to landscaped areas as a minimum BMP. For large air conditioning units, in new developments or significant redevelopments, condensation lines shall be connected to the sanitary sewer system, wherever feasible.

c. Roof drains shall discharge and drain away from the building foundation to landscaped areas wherever feasible.

d. Washing and/or steam cleaning activities must be performed at an appropriately equipped facility that drains to the sanitary sewer as specified in Section J. Any outdoor washing or pressure washing must be in compliance with the City's Stormwater Management Program requirements and managed in such a way that there is no discharge of soaps or other pollutants to the storm drain system. The applicant shall contact the Water Resources Division for specific discharge requirements.

16. Architectural Copper Installation

Projects with architectural copper should, if possible, purchase copper materials that have been pre-patinated at the factor. Whether patination is done offsite or onsite, applicant should consider coating the copper materials with an impervious coating that prevents further corrosion and runoff. If patination is done on-site, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

B. II. OPERATIONAL BMPS

This section details Best Management Practices (BMP) that private property owners and/or the occupants of private property must implement following the construction of projects. Ultimately, the responsibility for implementation of these BMPs rests with the property owners. The City of Livermore's Source Control Program routinely performs inspections of industrial and commercial sites to verify BMP implementation and effectiveness.

1. Paved Sidewalks and Parking Lots

Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer. Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall washwater containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Streets, Utilities and Common Areas

   a. The owner of private streets and storm drains shall prepare and implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.

   b. For residential developments, where other maintenance mechanisms are not applicable or otherwise in place, a Property Owners Association, Landscape& Lighting District, or an equivalent mechanism shall be created and shall be responsible for maintaining all private streets and private utilities and other privately owned common areas and facilities on the site including landscaping. These maintenance responsibilities shall include implementing and maintaining storm water BMPs associated with improvements and landscaping. CC&R's creating the association shall be reviewed and approved by the City prior to the recordation of the Final Map and recorded prior to the sale of the first residential unit. The CC&R's or Landscape & Lighting District shall describe how the storm water BMPs associated with privately owned improvements and landscaping shall be maintained and detail contact information for the entity responsible for such maintenance activities.

3. Vehicle/Equipment Repair and Maintenance

   a. No person shall dispose of, or permit the disposal, directly or indirectly, of vehicle fluids, hazardous materials, or rinse water from parts cleaning operations into storm drains.

   b. No vehicle fluid removal shall be performed outside a building, or on asphalt or ground surfaces, whether inside or outside a building, except in such a manner as to ensure that any spilled fluid will be in an area of secondary containment. Leaking vehicle fluids shall be contained or drained from the vehicle immediately.

   c. No person shall leave unattended drip parts or other open containers containing vehicle fluid, unless such containers are in use or in an area that cannot discharge to the storm drain.

4. Fueling Areas

The property owner shall dry sweep the fueling area and spot clean leaks and drips on a routine basis. Fueling areas shall not be washed down with water unless the wash water is collected and prevented from discharging to the storm drain system. Wash water resulting from the pressure washing of fueling areas must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer or hauled offsite for proper disposal through a licensed waste hauler.

5. Loading Docks

The property owner shall ensure that BMPs are implemented to prevent potential storm water pollution. These BMPs shall include, but are not limited to, a regular program of sweeping, litter control, and spill clean-up.

6. On-site Storm Drains

All on-site storm drains must be inspected and, if necessary, cleaned at least once a year immediately prior to the rainy season.

7. Architectural Copper Cleaning, Treating or Washing

When cleaning, treating or washing architectural copper features, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

10. WATER SUPPLY (CITY)

Because the Developer has chosen to install the City standard asphalt street section for the majority of the streets with only specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) in a few areas to act as "accents" to the project entry or other areas as approved by the City Engineer, the water lines may be publicly maintained. However, in order to facilitate the maintenance and repair of the water lines in the future, the Developer shall install a casing for the pipe or other pipe protective measures as approved by the City Engineer, in all locations where the pipe runs under specialty paving. Additionally, no pipe joints will be allowed in specialty paving areas.

Water mains shall be extended across all frontages of each phase and all waterline valves must notate "EPDM" on the valve body.

Because the project is located within the City of Livermore Water Zone 1, the developer shall install pressure reduction valves (PRVs), backflow prevention devices and appurtenances on the potable and reclaimed water services as directed by the City Engineer.

The fire service backflow preventer(s) shall be effectively screened from the public right-of-way while at the same time preserving ease of maintenance access to the backflow preventer(s). Screening shall be as specified on City Standard Detail W-10A, B and C. The fire service backflow preventer(s) shall meet the performance standards of the backflow preventer shown in City Standard Detail W-10A, B and C.

11. UNDERGROUNDING OF UTILITIES:

All existing and new electric (with the exception of any 60 KV and higher voltage wires) and

communication lines along the project frontage and within the project shall be placed underground. Electric, gas, Comcast and SBC utilities are required and shall be placed in a common trench. All electric transformers shall be placed underground.

12. TRAILWAY/BIKEWAY REQUIREMENTS

Active Transportation Plan

Certain portions of this development are within the City of Livermore Active Transportation Plan established and adopted as part of the General Plan. The Developer will be required to dedicate and develop that certain land within and adjacent to this development for various trail and bike way transportation purposes.

13. MEDIANS AND OTHER LANDSCAPED AREAS

Since the City has a new centralized irrigation system with a computer terminal and modem located at the City's Maintenance Service Center, the Developer shall install a City standard centralized irrigation controller system with communication accessories as approved by the City. The City may exempt this requirement based on the limited size of the landscape area.

14. HORTICULTURIST'S REPORT

A Horticulturist's report will be required if the site is located north of Highway I-580.

15. SPECIAL DISTRICTS

A. Landscaping and Lighting Maintenance and Operation N/A

B. Assessment District

This development shall annex into Citywide Community Facilities Maintenance District No 2021-1 to provide for maintenance funds for their pro-rata share of public infrastructure and landscaping that is installed with the Isabel Neighborhood Specific Plan.

The Developer shall initiate and bear the costs for the annexation into CFMD 2021-1.

Annexation documents shall be filed with the filing of the final map. The necessary documentation shall be submitted for City review with the first improvement plan submittal.

C. Mello Roos District

This development is within the Tri-Valley Technology Park Community Facilities District No. 99-1 and is subject to the charges and requirements thereof.

16. AIRPORT LOCATION

This development is located in the vicinity of the Livermore Municipal Airport. Aircraft operations in the vicinity of the property may potentially create nuisances, including but not limited to noise, vibration or odors. The owner and or future buyer should be aware that operations and flight numbers at the Livermore Municipal Airport could increase in the future. A report must be filed with the Division of Real Estate relative to this matter.

An aviation easement shall be granted to the City. The grant shall be made on the City's "Aviation Easement" form.

17. SUBDIVISION AGREEMENT AND SECURITY

Following tentative map approval, the Subdivision Improvement Agreement will not be submitted to the City Council until the Developer has submitted all of the documents indicated in the "Final Approval of Tract Map Checklist" in the Development Plan Check and Procedures Manual (30) days prior to the city council meeting at which the final map will be considered for final approval by the City Council.

18. FEE AMOUNTS

The Developer will be required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fee shall be the amount in effect at the time the fee is required to be paid.

19. VEHICLE ACCESS

Prior to or with the submittal for the first plan check of the tract improvement plans and final map, the Developer shall submit for review and approval a traffic control plan for providing safe entry to and exit from the site. The purpose of the plan is to insure that there will be safe entry and exit by construction and other vehicles prior to the installation of the required permanent improvements on North Canyons Parkway and Triad Place.

If this plan requires the construction of improvements on North Canyons Parkway and Triad Place, then these improvements shall be constructed prior to the beginning of any on-site work.

Access to the development by construction equipment, material delivery and other heavy loads shall be limited by the Developer to the following route:

I-580, Airway Blvd, North Canyons Parkway, Triad Place

Such heavy loads will not be allowed on existing residential streets in the vicinity of the development.

The wheel-loading on the above routes shall not exceed State load limits.

20. DEVELOPMENTS WITH PRIVATE ROADWAYS AND UTILITIES (Condominiums, Row Houses, Cluster, etc.)

The private improvements of the private street system are part of the improvements required of this subdivision. For this reason, the Developer shall pay Engineering Division plan check and construction inspection fees and the City Engineering Division will provide these services. The Developer will also provide subdivision security for the required private improvements.

JW:DES

S:\Development Projects\Planning Eng Conditions of Approval\Tentative Tracts\VTTM 8609 (SUB21-005) Triad Drive Condos INSP 2C - Denova Homes\VTTM 8609 (SUB21-005) Triad Condos Denova Homes 3-21-22.docx

Date: March 15, 2022

To: City of Livermore Planning
From: Ryan Rucker, Deputy Chief / Fire Marshal

Subject: Approval conditions for SUB21-005 VTTM 8609 Triad Condos, DeNova Homes

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Conditions of Approval

1. **Emergency responder radio coverage is required in accordance with section 510 of the fire code.**

2. **A sprinkler system is required in accordance with section 903 of the fire code with local ordinances.**

3. **Fire flow shall be in accordance with appendix B of the fire code with a 50 percent reduction for sprinklers.**

4. **FIRE HAZARDS: The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection in accordance with chapter 33 of the fire code.**

5. **FIRE PROTECTION FACILITIES: Prior to any construction framing, the applicant shall provide adequate fire protection facilities, including, but not limited to a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire.**

6. **WATER FLOW AND CONTROL VALVES: All fire sprinkler system water flow and control valves shall be complete and serviceable prior to final inspection. Prior to the occupancy of a building having a fire alarm system, the Fire Department shall test and witness the operation of the fire alarm system.**

7. **ELECTRICAL CONDUIT: Electrical conduit shall be provided to each fire protection system control valve including all valve(s) at the water connections. The Livermore-Pleasanton Fire Department requires electronic supervision of all valves for automatic sprinkler systems and fire protection systems.**

8. **LISTED: All commercial, industrial, and multi-family residential occupancies shall have valve tamper and water flow connected to a listed Central Station Service in accordance with NFPA 72. Fire Department plan check includes specifications, monitoring, installation, and alarm company certificates. Fire alarm control panel and remote annunciation shall be at location(s) approved by the Fire Prevention Bureau. All systems shall be point identified by individual device and annunciated by device type and point.**

9. **HAZARDOUS MATERIALS: Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the Livermore-Pleasanton Fire Department prior to commencing operations. Please contact the Hazardous Materials Coordinator at 925/454-2361.**

10. **FIRE HYDRANTS: Fire hydrants shall be installed at spacing not greater than 300 feet in industrial and commercial developments. Fire hydrants shall be installed at spacing not greater than 400 feet in residential developments.**

11. **FIRE LANE MARKING: On-site access ways and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs. Signs shall be according to State standards and read "No Parking – Fire Lane." The red curb striping, sign location(s), and sign language shall be included in the building permit submittal for review and approval by the Fire Department prior to building permit issuance.**

12. **FIRE VEHICLE ACCESS ROADS: Access roads shall have 13 feet, 6 inches unobstructed vertical clearance, 20 feet of unobstructed width (26 feet where occupied building floors exceed 30 feet height), and inside turning radius of 45 feet and outside turning radius of 55 feet. Unobstructed shall mean a clear travel way, excluding parking width, and designed for an emergency vehicle weight of 70,000 pounds under all weather conditions. Unobstructed width shall not include the width of rolled curbs, sidewalks, or non-drivable surfaces.**

13. **FIRE VEHICLE TURNAROUNDS: Where Fire Department vehicle access through or around a site involves changes in direction or curves, inside radius of 45 feet and outside radius of 55 feet shall be provided to facilitate fire truck turning radius for entry and exit from the site. Dead-end access ways and internal drives shall not exceed 300 feet in length and shall terminate in cul-de-sacs no less than 96 feet in diameter or hammer-head (tee). Standards and options are available through the Livermore-Pleasanton Fire Department, Fire Prevention Bureau.**

14. **PREMISES IDENTIFICATION: Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 12-inch high by 1-inch stroke. In all cases address numerals shall be of contrasting background and clearly visible in accordance with the Livermore-Pleasanton Fire Department Premises Identification Standards. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.**

15. **COMMERCIAL – NEW CONSTRUCTION: The following items shall be provided prior to any construction above the foundation or slab.**

    a. **Emergency vehicle access shall be provided to the site, including areas where construction is occurring. If Public Works Improvements are part of the project to access the site, an emergency vehicle access plan shall be submitted for review and approval to the Fire Department.**
    b. **If permanent access or site paving is not provided, the carrying capacity of the emergency vehicle access shall be 70,000 pounds under all weather conditions.**
    c. **Site staging area(s) shall be provided for materials and equipment. All staging areas shall be outside of the emergency vehicle access route shown on the approved plans.**
    d. **Where on-site fire hydrant(s) are required, they shall be installed, flushed and all valves open prior to any construction above the foundation or slab. This includes concrete tilt-up and masonry buildings.**
    e. **On-site fire hydrant(s) shall not be obstructed and shall be sufficiently above grade to have all hydrant valves and outlets accessible for emergency use.**
    f. **Where a project is phased as part of the development, specific access, water supply and fire hydrant installations will be required as part of each phase. As needed a phasing plan with these improvements will be required.**

g. Where on-site grading/utility plans are submitted for review and approval prior to building construction drawings, emergency vehicle access routes, fire hydrant locations, material staging areas, etc. shall be provided.

16. FINAL INSPECTION: Prior to request for final inspection, all access roads, on-site access and fire hydrants shall be provided. All fire hydrants shall be accepted, inspected and tested to applicable City Standards.

Isabel Neighborhood Specific Plan Mitigation Monitoring Program

SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
Traffic and Transportation			
3.3-2 Implementation of the proposed Plan would violate an air quality standard and contribute substantially to an existing or projected air quality violation during construction.	**MM-AQ-1: Require Construction Fleet to Use Renewable Diesel.** All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.	COL	TM, C
	MM-AQ-2: Require Use of Diesel Trucks with 2010-Compliant Model Year Engines. All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to use diesel trucks that have 2010 model year or newer engines. In the event that 2010 model year or newer diesel trucks cannot be obtained, the contractor must provide documentation to the City showing that a good faith effort to locate such engines was conducted.	COL	TM, C
	MM- AQ-3: Require Payment of Mitigation Fees to Offset Emissions Exceeding BAAQMD's Daily Pollutant Thresholds. The City shall work with BAAQMD's Office of Community Investment and Infrastructure (OCII) to establish City-specific construction emissions offset guidance that can be implemented to assess, determine, and issue mitigation fees that project applicants would be required to pay BAAQMD on a pro rata basis for all concurrently ongoing	COL, BAAQMD	TM, C

Responsible Agency/Department/Party

COL City of Livermore
Zone 7 Alameda County Flood Control District – Zone 7
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LPC Las Positas College
BAAQMD Bay Area Air Quality Management District

Timing of Verification

TM Prior to approval of tentative tract maps
FM Prior to approval of final tract maps
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C During construction
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SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
	construction projects in the Planning Area to offset all pollutant emissions exceeding BAAQMD's daily pollutant thresholds. The offset fees may be paid into BAAQMD's Bay Area Clean Air Foundation (Foundation) in an amount to be determined at the time of mitigation. This mitigation (AQ-3) does not apply **if builder/contractor documents they will not exceed BAAQMD's dailey pollutant threshold,** This mitigation includes the following specific requirements: • For all construction projects occurring in the Planning Area, the applicants for each project shall require their construction contractors to estimate annual construction activity monitoring data for the following year. All applicants shall submit their estimated construction-related emissions to the City for review by November 1 of each year for the following construction year. • The City shall review all received construction estimates to ensure they are representative, total the emissions estimates for all construction projects that had activities that would be ongoing during the following construction year, and determine the total mitigation fee that would need to be submitted to BAAQMD to fund offsets for the portion of annual emissions that exceed BAAQMD's average daily thresholds for criteria pollutants. • In light of the total mitigation fee that was determined, and based on the construction emission amounts submitted by each applicant, the City shall appropriate the mitigation fee amount that would need to be submitted by each project applicant on a pro rata basis. The City shall issue the required mitigation fee amounts to each applicable project applicant.		

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	• Upon receiving the City's assigned mitigation fee amount, the applicants shall enter into a construction mitigation contract with BAAQMD to submit their apportioned mitigation fees.		
3.3-4 Implementation of the proposed Plan would result in a cumulatively considerable net increase of a criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).	**MM-AQ-1: Require Construction Fleet to Use Renewable Diesel.** All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.	COL	TM, C
	MM-AQ-2: Require Use of Diesel Trucks with 2010-Compliant Model Year Engines. All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to use diesel trucks that have 2010 model year or newer engines. In the event that 2010 model year or newer diesel trucks cannot be obtained, the contractor must provide documentation to the City showing that a good faith effort to locate such engines was conducted.	COL	TM, C
	MM- AQ-3: Require Payment of Mitigation Fees to Offset Emissions Exceeding BAAQMD's Daily Pollutant Thresholds. The City shall work with BAAQMD's Office of Community Investment and Infrastructure (OCII) to establish City-specific construction emissions offset guidance that can be implemented to assess, determine, and issue mitigation fees that project applicants would be required to pay BAAQMD on a pro rata basis for all concurrently ongoing construction projects in the Planning Area to offset all pollutant emissions exceeding BAAQMD's daily pollutant thresholds. The	COL. BAAQMD	TM, C

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SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
	offset fees may be paid into BAAQMD's Bay Area Clean Air Foundation (Foundation) in an amount to be determined at the time of mitigation. This mitigation (AQ-3) does not apply **if builder/contractor documents they will not exceed BAAQMD's dailey pollutant threshold,** This mitigation includes the following specific requirements: • For all construction projects occurring in the Planning Area, the applicants for each project shall require their construction contractors to estimate annual construction activity monitoring data for the following year. All applicants shall submit their estimated construction-related emissions to the City for review by November 1 of each year for the following construction year. • The City shall review all received construction estimates to ensure they are representative, total the emissions estimates for all construction projects that had activities that would be ongoing during the following construction year, and determine the total mitigation fee that would need to be submitted to BAAQMD to fund offsets for the portion of annual emissions that exceed BAAQMD's average daily thresholds for criteria pollutants. • In light of the total mitigation fee that was determined, and based on the construction emission amounts submitted by each applicant, the City shall appropriate the mitigation fee amount that would need to be submitted by each project applicant on a pro rata basis. The City shall issue the required mitigation fee amounts to each applicable project applicant.		

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Responsible Agency/Department/Party

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SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
	• Upon receiving the City's assigned mitigation fee amount, the applicants shall enter into a construction mitigation contract with BAAQMD to submit their apportioned mitigation fees.		
3.3-5 Implementation of the proposed Plan would expose sensitive receptors to substantial pollutant concentrations from new sources of toxic air containments.	**Mitigation Measure AQ-4: Require Future Projects Located within 1,000 Feet of Receptors Perform a Construction Health Risk Assessment**. All applicants proposing development of projects within 1,000 feet of existing sensitive receptors, as defined by the Bay Area Air Quality Management District (BAAQMD), shall prepare a site-specific construction health risk assessment (HRA) taking into account both project-level and cumulative health risks (including existing TAC sources). If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures for adjacent receptors may be less than BAAQMD project-level and cumulative thresholds (as appropriate), then additional mitigation would be unnecessary. However, if the HRA demonstrates that health risks would exceed BAAQMD project-level and/or cumulative thresholds (as appropriate), additional feasible on- and offsite mitigation shall be analyzed by the applicant to help reduce risks to the greatest extent practicable.	COL, BAAQMD	TM, C, PC

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SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
Energy, Greenhouse Gases, and Climate Change			
3.4-2 Implementation of the proposed Plan would generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment.	**MM- GHG-1**: Operational GHG Emissions Reduction Measures. Implement the following GHG emissions reduction strategies to guide future development within the Planning Area: 1. Require that a minimum of 20 percent of housing allowed under the proposed Plan be affordable (below market-rate) housing. 2. Incorporate street and intersection traffic calming measures to a minimum of 25 percent of streets and intersections in the Planning Area. Street traffic calming features may include, but are not limited to, on-street parking, planter strips with street trees, chicanes, horizontal shifts (lane centerline that curves or shifts), bollards, rumble strips, and woonerfs, Intersection traffic calming measures may include, but are not limited to, marked crosswalks, count-down signal timers, curb extensions, channelization islands, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, and traffic circles or mini-circles. 3. Expand the existing local bus network in the Planning Area by a minimum of 25 percent by adding or modifying bus routes to increase accessibility to the BART station at Isabel Avenue. 4. Require all new development to install indoor water efficient appliances and fixtures to achieve a minimum of 15 percent reduction in water usage and require applicants for new development to submit landscape and irrigation plans capable of achieving a minimum of 10 percent reduction in outdoor water usage. The percent reductions should be achieved over baseline water use conditions in the City at the time of	COL	TM, FM, BP, PC

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	development. 5. Require a minimum solid waste diversion rate of 85 percent to be achieved by 2040. 6. Require electric-only appliances and HVAC (e.g. no natural gas heating, cooling, or cooking). 7. Require employers with more than 50 employees to provide a suite of travel demand reduction measures (TDM) capable of reducing single-vehicle trips by at least 20 percent compared to normal trip generation rates.		
3.4-3 Implementation of the proposed Plan would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.	**MM- GHG-1**: Operational GHG Emissions Reduction Measures. Implement the following GHG emissions reduction strategies to guide future development within the Planning Area: 1. Require that a minimum of 20 percent of housing allowed under the proposed Plan be affordable (below market-rate) housing. 2. Incorporate street and intersection traffic calming measures to a minimum of 25 percent of streets and intersections in the Planning Area. Street traffic calming features may include, but are not limited to, on-street parking, planter strips with street trees, chicanes, horizontal shifts (lane centerline that curves or shifts), bollards, rumble strips, and woonerfs, Intersection traffic calming measures may include, but are not limited to, marked crosswalks, count-down signal timers, curb extensions, channelization islands, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, and traffic circles or mini-circles. 3. Expand the existing local bus network in the Planning Area by	COL	TM, FM, BP, PC

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	a minimum of 25 percent by adding or modifying bus routes to increase accessibility to the BART station at Isabel Avenue. 4. Require all new development to install indoor water efficient appliances and fixtures to achieve a minimum of 15 percent reduction in water usage and require applicants for new development to submit landscape and irrigation plans capable of achieving a minimum of 10 percent reduction in outdoor water usage. The percent reductions should be achieved over baseline water use conditions in the City at the time of development. 5. Require a minimum solid waste diversion rate of 85 percent to be achieved by 2040. 6. Require electric-only appliances and HVAC (e.g. no natural gas heating, cooling, or cooking). 7. Require employers with more than 50 employees to provide a suite of travel demand reduction measures (TDM) capable of reducing single-vehicle trips by at least 20 percent compared to normal trip generation rates.		
Noise			
3.6-1 Implementation of the proposed Plan could expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies.	**MM NOI-1**. Implement Traffic Noise Reduction Measures at Existing Sensitive Receptors. *Stationary Equipment Noise* Noise from mechanical equipment in the Planning Area could include HVAC and other mechanical equipment (e.g., larger mechanical equipment, emergency generators, etc.). As discussed under Impact 3.6-1 above, Policy P1 under Objective N-1.5 in the City General Plan states that the City shall require that industrial and commercial uses be designed and operated so as to avoid the generation of noise effects on surrounding sensitive land uses	COL	TM, BP, C, PC

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	(e.g., residential, churches, schools, hospitals) from exceeding the following noise levels for exterior environments: (a) 55 dBA L50 (7:00 a.m. to 10:00 p.m.) (b) 45 dBA L50 (10:00 p.m. to 7:00 a.m.). In addition, Policy P-ENV-8 under the proposed Plan, described previously, would ensure that noise from noise-generating land uses, as measured from the property line, would be limited as follows: • In residential areas of the Isabel Neighborhood, exterior noise levels may not exceed 65 dBA from 7:00 a.m. to 12:00 a.m or 60 dBA from 12:00 a.m. to 7:00 a.m. • Along Main Street and in the office, commercial, or business park areas of the Isabel Neighborhood, exterior noise levels may not exceed 75 dBA from 7:00 a.m. to 12:00 a.m or 65 dBA from 12:00 a.m. to 7:00 a.m.		
3.6-3 Implementation of the proposed Plan could result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.	**MM NOI-1.** Implement Traffic Noise Reduction Measures at Existing Sensitive Receptors. ***Stationary Equipment Noise*** Noise from mechanical equipment in the Planning Area could include HVAC and other mechanical equipment (e.g., larger mechanical equipment, emergency generators, etc.). As discussed under Impact 3.6-1 above, Policy P1 under Objective N-1.5 in the City General Plan states that the City shall require that industrial and commercial uses be designed and operated so as to avoid the generation of noise effects on surrounding sensitive land uses (e.g., residential, churches, schools, hospitals) from exceeding the following noise levels for exterior environments: (a) 55 dBA L50 (7:00 a.m. to 10:00 p.m.) (b) 45 dBA L50 (10:00 p.m. to 7:00 a.m.). In addition, Policy P-ENV-8 under the proposed Plan, described previously, would ensure that noise from noise-generating land uses, as measured from the property line, would be limited as follows:	COL	TM, BP, PC, C

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	• In residential areas of the Isabel Neighborhood, exterior noise levels may not exceed 65 dBA from 7:00 a.m. to 12:00 a.m or 60 dBA from 12:00 a.m. to 7:00 a.m. • Along Main Street and in the office, commercial, or business park areas of the Isabel Neighborhood, exterior noise levels may not exceed 75 dBA from 7:00 a.m. to 12:00 a.m or 65 dBA from 12:00 a.m. to 7:00 a.m.		
Biological Resources			
3.7-1 Implementation of the proposed Plan would have a substantial adverse effect, either directly or through habitat modifications, on special-status species.	**MM-BIO-1**: If impacts to special-status plan species are unavoidable, Prepare and implement a salvage, relocation, or propagation and monitoring plan for special-status plant species. If a protocol-level botanical survey reveals the presence of special-status plant species in the Planning Area, all directly affected areas of special-status plants will be documented by a qualified botanist or ecologist retained by project proponents prior to issuance of grading permits, consistent with Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities State of California (CDFW, 2009). Documentation will include density and percent cover; key habitat characteristics, including soil type, associated species, hydrology, and topography; and photographs of preconstruction conditions. Impacts to rare (California Rare Plant Rank 1 and 2) native plant species will be avoided where feasible. If impacts to such species are unavoidable, the project proponent will notify USFWS and/or CDFW and a qualified botanist or restoration ecologist will prepare a salvage, relocation, or propagation and monitoring plan in coordination with USFWS and/or CDFW prior to construction to address affected special-status plant species. The plan will include provisions that address the techniques, location, and procedures required for the successful establishment of the plant populations. The plan will include provisions for performance that address survivability	COL. Zone 7, CDFW, USFW	TM, C, PC

Responsible Agency/Department/Party

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	requirements, maintenance, monitoring, implementation, and the annual reporting requirements. Monitoring and success criteria applicable to special-status plant salvage, relocation, or propagation will require the following. • At least two surveys by a qualified botanist or ecologist per monitoring year. • At least 80 percent of the planted area must support vegetation composition and density consistent with reference population conditions. • At least 80 percent of the planted area must support target species amounts similar to reference feature conditions. • A minimum of five consecutive years of monitoring to ensure success criteria are met. • Remedial actions to restore intended ecological function of planted areas that fail to meet the success criteria for three consecutive years. **MM-BIO-2**: Avoid nesting birds where feasible. Proponents (or their contractors) of specific projects under the proposed Plan shall conduct construction activities outside the bird nesting season (February 1 to August 31) to the extent feasible. If construction initiation is unavoidable during this time, the project proponent or its contractor will retain a qualified wildlife biologist with demonstrated nest-searching experience to conduct preconstruction surveys for nesting birds (including raptors, but excluding burrowing owl) within 300 feet and including the near-term or longer-term improvements environmental footprints. Adjacent lands outside the development footprints will be scanned with binoculars from the limit of ground-disturbance and publicly accessible areas. Preconstruction surveys will occur no more than three days prior to the onset of ground-disturbing activities (including clearing, grubbing, and		

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	staging) at each development area. If active nests are found in the development footprints, the biologist will establish a no-disturbance buffer around the nest and mark the buffer perimeter with high-visibility fencing, flagging, or pin flags. The size of the buffer will be based on the species' sensitivity to disturbance and planned work activities in the vicinity; typical buffer sizes are 250 feet for raptors and 50 feet for other birds. The buffer will remain in place until the nest is no longer active, as determined by the biologist. Buffers for any nests found outside but within 300 feet of the development sites will be established based on the biologist's best professional judgment whether the work would result in nest abandonment. If a lapse in construction activities of 15 days or longer at a previously surveyed environmental footprint occurs, another preconstruction survey will be conducted. If structure demolition activities cannot occur outside of the nesting season, the project proponent or its contractor will remove inactive nests from the structure to be demolished and install nest exclusion measures (e.g., fine mesh netting, panels, or metal projectors) outside of the nesting season. All exclusionary devices will be monitored and maintained throughout the breeding season to ensure that they are successful in preventing the birds from accessing the cavities or nest sites. No more than three days prior to structure demolition activities, a qualified biologist will conduct a preconstruction survey of all potential nesting habitat on the structures to be demolished/modified and the surrounding areas for the presence of active nests. If active nests are found on the structures or in the affected area, then demolition/modification activities will not proceed until the biologist verifies that all nests on the structures are inactive. After all surveys and/or nest deterrence activities are completed at each development footprint, the biologist will complete a memorandum detailing		

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	the survey effort and results and submit the memorandum to the project proponent within seven days of survey completion. **MM-BIO-3**: Avoid burrowing owl nesting where feasible. Prior to any construction activity planned during the fall and winter non-nesting season (September 1 through January 31) or at any time during the construction process, proponents of projects proposed within the Planning Area will retain a qualified wildlife biologist to conduct a preconstruction survey for burrowing owls. Surveys will be conducted at each area of suitable habitat that will be disturbed no more than seven days prior to ground-disturbing activities and will cover all suitable burrowing owl habitat subject to disturbance pursuant to CDFW's Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game, 2012). If any burrowing owls are found within the disturbance area, the project proponent will notify CDFW and will proceed under CDFW direction. If construction is planned to occur during the nesting season (February 1 through August 31), the project proponent will retain a qualified wildlife biologist to conduct a breeding season burrowing owl survey in the year prior to construction. The survey will be conducted to determine if there is a breeding pair within approximately 500 feet of each development footprint, unless the biologist determines that a smaller survey buffer around the construction footprint is warranted based on preexisting background disturbance and conditions. Survey visits will be timed in accordance with CDFW guidelines (California Department of Fish and Game, 2012). This will provide the project team advance notice of nesting owls in the development area and allow ample time to discuss appropriate avoidance measures with CDFW. In addition, preconstruction surveys will be conducted no more than seven days prior to ground disturbance in all areas of the development footprint supporting burrowing owl habitat. If the biologist identifies the		

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	presence of a burrowing owl nest in an area scheduled to be disturbed by construction, a 660-foot no-activity buffer will be established and maintained around the nest while it is active. Surveys and buffer establishment will be performed by qualified wildlife biologists, and buffers will be coordinated with CDFW by contacting the appropriate CDFW personnel, and will be subject to CDFW review and oversight. **MM-BIO-4**: Avoid tricolored blackbird breeding habitat where feasible. If construction activities in or within 300 feet of freshwater emergent wetland habitat occur during the breeding season (February 1 through August 31), the project proponent will retain a qualified biologist to conduct surveys for the presence of a tricolored blackbird nesting colony or nests. If an active nest colony or nest is observed by the qualified biologist, then a no-disturbance buffer of 250 feet will be established until the end of the breeding season or until the nesting colony or nest is determined inactive by the biologist. Nest buffers may be reduced if site-specific conditions reduce the possibility of near-term or longer-term improvements disturbance, as determined by the qualified biologist in coordination with CDFW. **MM-BIO-5**: Avoid western pond turtle where feasible. Prior to the start of construction within western pond turtle habitat (i.e., any undeveloped areas within 400 feet of riverine aquatic habitat, freshwater emergent wetlands, vernal pools, or seasonal wetlands), proponents of proposed projects within the Planning Area shall retain a biologist approved by the CDFW to survey for western pond turtles. Surveys will be conducted at each habitat area no more than seven days prior to the initiation of ground disturbance at that location. If preconstruction surveys identify active nests, the biologist will establish 50-foot no-disturbance buffer zones around each nest using temporary orange construction fencing with a four-inch-tall gap		

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	below the fence. The fencing will be permeable to young turtles and allow them to move away from the nest following hatching. The buffer zones and fencing will remain in place until the biologist has confirmed that the young have left the nest. If non-nesting pond turtles are found in the footprint, the biologist will remove and relocate them to suitable habitat outside the environmental footprint. Relocation sites will be subject to CDFW approval. **MM-BIO-6**: Avoid San Joaquin kit fox and American badger where feasible. Within one year but no less than three months prior initiating construction, proponents of specific projects within the Planning Area will retain qualified biologists to identify potential kit fox and badger dens in the development footprint and surrounding 200 feet. The biologist will prepare a report summarizing the survey observations and results, including maps depicting the locations of potential badger dens and, if possible, occupancy. The report will be submitted to the project proponent and CDFW. Prior to construction, the project proponent will retain qualified biologists to implement preconstruction surveys of previously identified potential kit fox and badger dens to determine if they are natal kit fox or American badger dens no less than 14 days and no more than 30 days before the initiation of construction at each development footprint (e.g., one week ahead of the construction crew for linear components). Construction activities will not occur within 100 feet of a potential den during the natal period (February 1 to September 30). If a known den or natal den is present within the permanent construction footprint or within 200 feet of the construction footprint during the natal period (100-foot buffer during the nonnatal period), the kit fox or badger will be excluded outside of the natal period (from November 1 to January 31). A summary report will be prepared by the biologists and submit to the project proponent and CDFW following completion of all kit fox or badger avoidance and exclusion activities.		

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	MM-BIO-7: Avoid California tiger salamander and California red-legged frog where feasible. Proponents of specific projects within the Planning Area shall retain a USFWS and/or CDFW-approved biologist (as appropriate) to identify and flag (pin flags or 4-foot lath) all suitable aquatic habitat for California tiger salamander and California red-legged frog outside of but adjacent to development footprints and ground-disturbance areas prior to staging, vegetation clearing, grading, or other construction activities. The project proponent or its contractor will protect habitat areas by installing orange exclusion and erosion control fencing at the maximum practicable distance from the work site or, if feasible, at least 500 feet from the aquatic habitat edge, wet or dry, to make it easily visible by construction crews. A qualified biologist will conduct a preconstruction survey each morning before construction activities begin and continue to monitor ground-disturbing construction activities where suitable habitat occurs during all phases of construction to remove any California tiger salamander and California red-legged frogs found in the development footprint. Individual salamanders and frogs will be moved immediately to a relocation site that is a minimum of 330 feet from the construction boundary. The relocation site will be determined in coordination with USFWS and/or CDFW prior to the commencement of construction activities. Construction activities near drainages and wetland complexes identified as potential movement corridors shall take place between July 1 and October 1, when the California tiger salamander and California red-legged frog are least likely to be present in the development area. To discourage California tiger salamander and California red-legged frogs from entering the improvements areas via ditches, the ditches will be		

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	equipped with lightweight, one-way flow gates. These will be designed so that water can easily pass from the construction site to the ditches, but small vertebrates such as the salamander or frog cannot move upstream from ditches to the development area. **MM-BIO-8**: Avoid Callippe silverspot butterfly where feasible. Prior to construction, proponents of specific projects within the Planning Area will retain a qualified botanist or biologist with experience in identifying Viola pedunculata, the host plant for Callippe silverspot butterfly, to identify and flag (with pin flags or 4-foot lath) any Viola pedunculata individuals during its blooming season (February to April) when the species is readily identifiable in and within 50 feet of the near-term and longer-term improvements that will affect California annual grassland. The locations of Viola pedunculata outside of the ground disturbance area of the near-term or longer-term improvements will be included on grading plans and avoided by construction personnel. The biologist will document the number and density of host plants that are unavoidable in development footprints. This information shall be compiled in a report and submit to USFWS prior to initiation of ground disturbance. The project proponent or its contractor will adhere to the following host plant avoidance measures. • No herbicide application will occur within 100 feet of host plant populations. Spot application to cut stumps, frilled stems, or injection into stems is acceptable. No broadcast herbicide applications will be used. • Cut trees that are removed in the vicinity of host plants will be hand carried rather than dragged to disposal areas. • Avoid or minimize the removal of host plant, Viola pedunculata.		

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	• Avoid work in suitable habitat during the flight and mating season (mid-May to mid-July) to the extent feasible. **MM-BIO-9**: Avoid roosting bats where feasible. If tree removal and trimming cannot be conducted between September 15 and October 30, proponents of projects implemented under the proposed Plan will retain a qualified biologist to examine trees to be removed or trimmed for suitable bat roosting habitat no more than 2 weeks before removal and trimming. High-quality habitat features (large tree cavities, basal hollows, loose or peeling bark, larger snags, palm trees with intact thatch, etc.) will be identified and the area around these features searched for bats and bat signs (e.g., guano, culled insect parts, urine staining, etc.). Mixed willow riparian scrub and stands of mature broadleaf trees should be considered potential habitat for solitary foliage-roosting bat species. Passive monitoring using full spectrum bat detectors may be needed if identification of bat species is required. Survey methods will be discussed with CDFW prior to the start of surveys. Measures to avoid and minimize impacts on sensitive bats species will be determined in coordination with CDFW and may include the following. • Tree removal will be avoided between April 1 and September 15 (the maternity period) to avoid effects on pregnant females and active maternity roosts (whether colonial or solitary). • All tree removal will be conducted between September 15 and October 30, which corresponds to a time period when bats have not yet entered torpor or would be caring for nonvolant (non-flying) young. • Each tree will be removed in pieces rather than felling the entire tree. • If a maternity roost is located, whether solitary or colonial, that roost will remain undisturbed until September 15 or a qualified biologist		

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	has determined the roost is no longer active. • If avoidance of nonmaternity roost trees is not possible, and tree removal or trimming must occur between October 30 and September 15, qualified biologists will monitor tree trimming and removal. If possible, tree trimming and removal should occur in the late afternoon or evening when it is closer to the time that bats would normally arouse. Prior to removal and trimming, each tree will be shaken gently and several minutes should pass before felling trees or limbs to allow bats time to arouse and leave the tree. The biologists will search downed vegetation for dead and injured bats. The presence of dead or injured bats that are species of special concern will be reported to CDFW. The biologist will prepare biological monitoring report, which will be provided to the project proponent and CDFW.		
3.7-2 Implementation of the proposed Plan would not adversely affect riparian habitat and/or other sensitive natural communities in the Planning Area.	**MM-BIO-10:** Avoid and protect riparian habitat during construction. Proponents of specific projects under the proposed Plan will ensure that a qualified resource specialist (i.e., biologist, botanist, or ecologist) will clearly identify riparian habitat to be preserved abutting the development area and outside of the direct construction area with high-visibility construction fencing or markers (e.g., lathe or pin flags) before site preparation. Construction will not encroach upon sensitive natural communities identified by the resource specialist. The resource specialist will use the project's verified wetland delineation, soils data, and land cover data to confirm the location of riparian habitat boundaries based on existing conditions at the time of the avoidance marking. Exclusion fencing or markers will be installed before construction activities are initiated, and the fencing will be maintained throughout the construction period. No construction activity, traffic, equipment, or materials will be permitted in fenced sensitive natural	COL. ZONE 7, USFW, CDFW	TM, C

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	community areas. Exclusion fencing and markers will be removed following completion of construction activities. All conditions imposed by State and federal permits for individual improvements will be clearly identified in the construction plans and specifications and monitored during and after construction to ensure compliance. **MM-BIO-11:** Compensate for loss of riparian habitat. • For direct effects on woody riparian trees that cannot be avoided, proponents of specific projects under the proposed Plan will compensate for the loss of riparian habitat to ensure no net loss of habitat functions and values. Compensation ratios will be based on site-specific information and determined through coordination with the appropriate State and federal agencies during the permitting process. At a minimum, the compensation ratio will be 2:1 (e.g., two acres restored/created/enhanced or credits purchased for every 1 acre removed) for permanent impacts and 1:1 for temporary impacts (where riparian habitat will regenerate to pre-activity character within one year). Compensation may be a combination of offsite restoration or mitigation credits. The project proponent or its contractor will develop a restoration and monitoring plan that describes how riparian habitat will be enhanced or recreated and monitored over at least 5 years, or as determined by the appropriate State and federal agencies. • If the project proponent identifies suitable onsite areas (adjacent to the permanent construction footprint) that are outside the development footprint and chooses to compensate onsite or in the project's vicinity, a revegetation plan will be prepared. The revegetation plan will be developed prior to the removal of existing riparian vegetation and will be conducted onsite or in the near-term		

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	or longer-term improvements vicinity to the extent feasible; however, mitigation site selection will avoid areas where future development or maintenance are likely. The revegetation plan will be prepared by a qualified botanist or restoration specialist with experience in riparian restoration and reviewed by the appropriate agencies. The revegetation plan will specify the planting stock appropriate for each riparian land cover type and each mitigation site, ensuring the use of genetic stock from the corresponding development area by project. The plan will employ the most successful techniques available at the time of planting. Success criteria will be established as part of the plan and will include a minimum of 70 percent revegetation success after three years, 80 percent revegetation success at the end of five years, and 75 percent vegetative coverage after five years. • The project proponent or its contractor will retain a qualified botanist, restoration ecologist, or biologist with experience in riparian restoration to monitor the plantings as necessary for five years. The project proponent or its contractor will be responsible for maintaining the plantings, including managing invasive plants (as defined by the California Invasive Plant Council) and other weeds, and implementing irrigation and plant protection if necessary. The project proponent or its contractor will submit annual monitoring reports to the regulatory agencies issuing permits related to habitat effects, including CDFW, USACE, and USFWS. Replanting will be necessary if success criteria are not met, and replacement plants subsequently will be monitored and maintained to meet the success criteria. The riparian habitat mitigation will be considered successful when the sapling trees established meet the success criteria, the habitat no longer requires substantial active management, and vegetation is arranged in groups that, when mature, replicate the area, natural structure, stratification, and species composition of similar riparian habitats in the region.		

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3.7-3 Implementation of the proposed Plan would not adversely affect federally protected wetlands and other waters regulated under Section 404 of the Clean Water Act.	**MM-BIO-12:** Avoid and protect wetlands during construction. Proponents of specific projects under the proposed Plan will ensure that a qualified resource specialist (i.e., wetland biologist, ecologist, or soil scientist) will clearly identify wetland areas to be preserved abutting the development area and wetland areas outside of the direct construction area with high-visibility construction fencing or markers (e.g., lathe or pin flags) before site preparation. Construction will not encroach upon jurisdictional wetlands identified by the resource specialist. The resource specialist will use the development footprint and verified wetland delineation to confirm the location of wetland boundaries based on existing conditions at the time of the avoidance marking. Exclusion fencing or markers will be installed before construction activities are initiated, and the fencing will be maintained throughout the construction period. No construction activity, traffic, equipment, or materials will be permitted in fenced wetland areas. Exclusion fencing and markers will be removed following the completion of construction activities. All conditions imposed by the projects' State and federal permits will be implemented as part of the construction, with ultimate enforcement oversight by applicable State and federal agencies. The conditions will be clearly identified in the construction plans and specifications and monitored during and after construction to ensure compliance. **MM-BIO-13**: Compensate for impacts on jurisdictional wetlands and non-wetland waters of the United States (aquatic resources) prior to near-term and longer-term improvements impacts during construction. If projects impact jurisdictional wetlands and non-wetland waters, proponents of these specific projects under the proposed Plan will develop an aquatic resource (wetlands and non-wetland waters of the United States) mitigation plan, subject to approval by the USACE, which will ensure no net	COL. ZONE 7, USFW, CDFW	TM, C

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	loss of wetlands from development impacts. The plan will detail the amount and type of wetlands (based on the projects' verified wetland delineation) that will be compensated for (through preservation, creation, or restoration) for impacts on existing wetlands and non-wetland waters of the United States (aquatic resources), and outline the monitoring and success criteria for the compensation wetlands and non-wetland waters of the United States. Additional enhancement options include fish barrier removal, riparian restoration, floodplain restoration, and streambank layback to improve overall ecologic function and connectivity of wetland and non-wetland waters. Enhancement sites will be located as near the impact location as possible but, in the event that local enhancement opportunities are not available, such activities will occur within the same stream system or watershed to provide improved ecologic function and connectivity of wetlands and non-wetland waters affected by development activities. Monitoring and success criteria applicable to created or restored wetlands will require the following. • At least two surveys by a qualified wetland biologist, botanist, or ecologist per monitoring year. • At least 80 percent of the created or restored features support vegetation consistent with reference feature conditions. • At least 80 percent of the created or restored features support hydrologic regimes similar to reference feature conditions. • A minimum of five consecutive years of monitoring to ensure success criteria are met. • Remedial actions to restore intended ecological function of created or restored features that fail to meet the success criteria for three consecutive years.		

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	Once the plan is approved, the project proponent will implement the aquatic resource compensation measures prior to the initiation of development construction. The project proponent will be responsible for funding compensatory mitigation, monitoring of the created or restored features per the mitigation plan, and any remedial actions necessary. All conditions that are attached to the State and federal permits will be implemented as part of the development project, with ultimate enforcement oversight by applicable State and federal agencies. The conditions will be clearly identified in the construction plans and specifications and monitored during and after construction to ensure compliance.		

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CITY OF LIVERMORE COMMUNITY DEVELOPMENT DEPARTMENT

DEVELOPMENT IMPACT AND CONNECTION FEES

EXHIBIT B

Exhibit D

TYPE OF FEE	CITY CODE AND RESOLUTION	WHEN PAYABLE	AMOUNT OF FEE
City Storm Drainage	Title 13.44.020,050,100 Ord. 1923 Reso. 2010-177	With Building Permit	$0.47/SF Impervious Surface
County Storm Drainage Building Zone 7	ACFC & WCD Co. Ord. 0-2010-001 Reso. R-2001-4	With Building Permit	$1.00/SF Impervious Surface
County Storm Drainage Public Improvements e.g. streets, sidewalks, trails, etc.	ACFC & WCD Co. Ord. 0-2010-001 Reso. R-2001-4	With filing of Final Map or approval of Improvement Plans	$1.00/SF Impervious Surface
County Storm Drainage - Capital Improvements	ACFC & WCD Co. Ord. 0-2010-001 Reso. R-2001-4	With award of contract	$1.00/SF Impervious Surface
Sanitary Sewer Connection	Title 13.28.050 Ord. 1740 Reso. 2010-177	With Building Permit	**See Attached Exhibit "A"**
Park Land Dedication	Title18.32.020 Ord. 1744 Reso. 2004-259	Concurrently with, or before the filing of the first parcel or final map	The City may approve a credit against the Park Facilities Fee for park land dedication made under LMC 18.32.020. The credit may not exceed the value of the dedication requirement. See LMC 12.60.070 for credit details N/A for Non-Residential
Park Facilities Fee	Title 12.60 Ord. 1743 Reso. 2005-152	With Building Permit	**See Attached Exhibit "B"**
City Water Connection (1)	Title 13.20.020 Ord. 1507 Reso. 2010-177	With Building Permit	5/8" $4,608 3/4" $6,913 1" $11,521 1-1/2" $23,042 2" $36,868 Price per User for Meter Size, FOR LARGER METERS, INQUIRE
Alameda County Water Connection Zone 7	Ord. FC 72-1 as amended by FC-96-1792 and updated 10-20-10	With Building Permit **See Zone 7 Attachment**	5/8" $29,440 3/4" $44,160 1" $73,600 Price per User for Meter Size, FOR LARGER METERS, INQUIRE
In-Lieu Low Income Housing Fee (Residential) For Sale & Neighborhood Plan Areas	Title 3.26 Reso. 2020-186 Ord. 1988 and 1989	With Building Permit **(Effective 10/26/2020)**	$29.23/SF for all residential housing developments 10 units or less. Projects more than 10 units are subject to must-build requirement of ordinance. Rental exempt from In-Lieu with exception of Neighborhood Plan Areas (Pell & Brisa)
Low Income Housing Impact Fee (Commercial and Industrial)	Title 3.26 Reso. 99-18 Ord. 1549	With Building Permit	**Commercial** / **Unit** / **KSF Fee per Unit** Retail Commercial / KSF / $1,367 Discount/Service Retail / KSF / $1,029 Office Commercial / KSF / $878 Hotels/Motels / Room / $671 **Industrial** Manufacturing / KSF / $422 Warehouse/Storage / KSF / $123 Business/Commercial / KSF / $872 Industrial, High Intensity / KSF / $433 Industrial, Low Intensity / KSF / $274

(1) Areas within the California Water Service Area do not pay a City water connection fee. Areas within the Greenville/Vasco Assessment District or within Triad Park do not pay a City water connection fee. The fee for a single family residential unit is the 5/8 inch meter fee.

(2) All projects within the Downtown Specific Plan are subject to both City Wide General Plan & Downtown Specific Plan cost recovery. Any project that paid planning entitlement fees prior to July 27, 2008 is not subject to this fee, regardless of when they pull building permits.

NOTE: Subject to adjustment each year per Construction Cost Index

NOTE: No impact fees can be charged for ADUs less than 750 square feet. Impact fees allowed for ADUs 750 square feet or larger but shall be charged proportionately in relation to square footage of the primary dwelling.

DEVELOPMENT IMPACT AND CONNECTION FEES

TYPE OF FEE	CITY CODE AND RESOLUTION	WHEN PAYABLE	AMOUNT OF FEE
Traffic Impact Fee **NOTE:** If special Assessment District exists, special calculations are required	For info regarding the appropriate development categories see Section 12.30 of the City of Livermore Municipal Code Reso 2005-151 Ord. 1742	With Building Permit	See Attached Exhibit "C"
Tri-Valley Transportation Development (TVTD) Fee See Attached Annual Adjustment to TVTD Fee	Title 12.24.050 Ord. 2012 Reso. 2014-184 *Reso 2015-01 **Reso 2019-03	With Building Permit	Residential — Fee Per Unit Single family — $4,901.69 Multi-family — $3,376.47 Affordable Housing* — $0.00 ADU/SDU** — $0.00 Non Residential — Per KSF Retail — $3,630.00 Office — $8,330.00 Industrial — $4,850.00 Average Peak Hour Trip Other — $5,446.41

SCHOOL IMPACT FEES:

The City of Livermore collects School Mitigation Development Fees (school fees) on behalf of the Livermore Valley Joint Unified School District. The fees must be paid for by cash or a check made out to the City of Livermore. Fees are due upon issuance of a qualifying building permit.

See Attached Exhibit "D"

SOCIAL / HUMAN SERVICES FACILITY

Social/Human Services Facility Fee	Title 12.70 Ord. 1851	With Building Permit	See Attached Exhibit "E"

ART IN PUBLIC PLACES

Art in Public Places Fee	Ord. 1836 Title 12.51	0.33% of total project valuation

DOWNTOWN SPECIFIC PLAN DEVELOPMENT FEES

TYPE OF FEE	CITY RESOLUTION	AMOUNT OF FEE
In-Lieu Payment for Public Open Space	Resolution 2005-041	$50 per square foot of required open space
In-Lieu Parking Fee	Resolution 2017-006	$19,756.14
Downtown Revitalization Fee	Title 12.32	Residential — Fee Per Unit Dwelling Unit — $6,032 Non Residential (6) — Per SF Retail/Office — $18.59
Downtown Specific Plan - cost recovery (2)	Resolution 2008-123	$0.31/SF

SOUTH LIVERMORE VALLEY SPECIFIC PLAN DEVELOPMENT FEES (1)

TYPE OF FEE	CITY CODE AND RESOLUTION	FEE PER RESIDENTIAL UNIT
Plan preparation fee	Resolution 2003-114	$1,502
Recycled water fee	Resolution 98-175	20% of the current Alameda County Water Connection Fee
Major attraction fee	Resolution 2003-114	$1,376
South Livermore Road Improvement fee	Resolution 2003-114	$11,418

(1) Areas within the California Water Service Area do not pay a City water connection fee. Areas within the Greenville/Vasco Assessment District or within Triad Park do not pay a City water connection fee. The fee for a single family residential unit is the 5/8 inch meter fee.

(2) All projects within the Downtown Specific Plan are subject to both City Wide General Plan & Downtown Specific Plan cost recovery. Any project that paid planning entitlement fees prior to July 27, 2008 is not subject to this fee, regardless of when they pull building permits.

NOTE: Subject to adjustment each year per Construction Cost Index

NOTE: No impact fees can be charged for ADUs less than 750 square feet. Impact fees allowed for ADUs 750 square feet or larger but shall be charged proportionately in relation to square footage of the primary dwelling.

EXHIBIT A
Wastewater Connection Fee Schedule
(fees Calculated from base year)

User Classification	Avg Daily Wastewater Flow Factor Gallons Per Day/Unit	Unit[1]	Cost Per GPD	Cost Per Unit
Residential (BOD & SS = 285 mg/L)				
Single-family residential	180	House	$38.20	$6,876.00
Multi-family residential				
Studio	95	Residential Unit	$38.20	$3,629.00
One Bedroom	107	Residential Unit	$38.20	$4,087.40
Two Bedroom	138	Residential Unit	$38.20	$5,271.60
Three Bedroom	157	Residential Unit	$38.20	$5,997.40
Four Bedroom	180	Residential Unit	$38.20	$6,876.00
Commercial (BOD & SS = 285 mg/L unless otherwise shown)				
Auto repair shops/Auto dealers	0.11	Square Foot of Bldg	$38.20	$4.20
Assembly Facilities[2]	0.15	Square Foot of Bldg	$38.20	$5.73
Eating drinking facilities w/o cooking	0.35	Square Foot of Bldg	$38.20	$13.37
Gas Stations	0.47	Square Foot of Bldg	$38.20	$17.95
General Use	0.04	Square Foot of Bldg	$38.20	$1.53
Gyms, Health Clubs	0.30	Square Foot of Bldg	$38.20	$11.46
Hotels, Motels (excluding dining facilities)	0.15	Square Foot of Bldg	$38.20	$5.73
Markets	0.19	Square Foot of Bldg	$38.20	$7.26
Mixed Use[3]	0.10	Square Foot of Bldg	$38.20	$3.82
Medical/Dental Office/ Clinic	0.22	Square Foot of Bldg	$38.20	$8.40
Restaurants (1,000 mg/L BOD, 600 mg/L SS)	0.55	Square Foot of Bldg	$56.29	$30.96
Warehouse/Distribution	0.01	Square Foot of Bldg	$38.20	$0.38
Industrial/Other (Other Wastewater Customers Not Listed Above)				
Calculate Case-by-Case Based on Actual Flows/Strengths and Following Rates				
Connection Fee = (F x "Flow") + (B x "BOD") + (S x "SS")				
F = Flow cost $/gpd	$29.58			
B = BOD cost $/lb-day	$2,573.31			
S = SS cost $/lb-day	$1,047.51			
discharge				
flow, in				
"BOD" = The				
"SS" = The				

Governing Municipal Code Section: 13.28.050
Index Used: ENR 20- City Construction Cost Index

Indices:	*Base Year* (A)	*Previous Fee Update* (B)	*Current Fee Update* (C)	*% Change Previous Update to Current Update* (D) =(C/B)-1
Index Date	May-10	Jun-19	May-20	
Index Value	8,761.47	11,230.01	11,418.16	1.68%

Discussion:

The base year unit fees for Flow, BOD, and SS were determined in theMarch 2010 Wastewater, Water, Storm Drain Connection Fee Study for Expansion of Sanitary Sewer, Water Reclamation Plant, and Wastewater Disposal Facilities prepared for the City of Livermore by Craig R. Lawson Utility Management Consultant.

Notes:

1. Building square footage means the square footage sum of the floor area at each floor level included with the surrounding principal outside faces of exterior walls of a building or portions thereof, including mezzanines and lobbies. It does not include floor area devoted to vehicle parking, necessary interior driveways and ramps. The gross floor area of a building or portions thereof that doesn't have surrounding exterior walls shall include the usable area under the horizontal projection of the roof or floor above.

2. Theaters can alternately estimate daily flow based on 2 gallons per seat ($76.40 per seat)

3. Mixed Use applies to parcels with Mixed Use zoning and in the Downtown Core District only.

4. This value is based by formula on BOD

6. Adjustments. The city council may, by resolution, adjust the fee schedule, including the flow factors, from time to time. Once the fee is established, it shall automatically be increased annually based upon the Engineering News Record (ENR) 20- City construction Cost Index. In calculating the adjustment, the rate (in each use category, including the flow, BOD and SS costs) for the base year is multiplied by the index for the then-current year, divided by the base year index.

EXHIBIT B Park Facilities Fee Schedule	
LAND USE	**TOTAL FEE**
Residential (per dwelling unit)	
Single Family (& 4 bedroom multi-family)	$16,676
Multi-Family 3 bedrooms	$14,509
Multi-Family 2 bedrooms	$12,787
Multi-Family 1 bedroom	$9,894
Multi-Family Studio	$8,840
Senior Housing	$2,837
Non-Residential (per 1,000 sq ft)	
Commercial	$2,114
Office	$3,023
Industrial	$1,406
Warehouse	$1,056

Source - Park Facilities Fee Study (2004) Table 8; MuniFinancial

EXHIBIT C Traffic Impact Fees Schedule		
Land Uses	**Units of Use**	**Fee Rates**
Citywide Except Downtown		
Residential		
Single-Family	d.u.	$9,437
Multi-Family		
Studio	d.u.	$4,398
1 Bedroom	d.u.	$4,924
2 Bedroom	d.u.	$6,362
3 or more Bedroom	d.u.	$7,440
Senior Housing	d.u.	$2,896
Commercial	K s.f.	$25,629
Office	K s.f.	$16,407
Industrial	K s.f.	$10,187
Warehouse	K s.f.	$5,147
Hotel/Motel	per/room	$7,399
Downtown Specific Plan		
Multi-Family		
Studio	d.u.	$2,700
1 Bedroom	d.u.	$3,023
2 Bedroom	d.u.	$3,906
3 or more Bedroom	d.u.	$4,568
Commercial	K s.f.	$11,605
Other	Average Peak Hour Trip	$11,794

Exhibit "D"

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
SUMMARY OF SCHOOL MITIGATION PROGRAM

Livermore Valley Joint Unified School District Resolution: 044 - 19/20 Fee Effective May 18, 2020 (see attached Reso)

INDUSTRIAL/WAREHOUSE/MANUFACTURIN(	$0.66/sq.ft.
OFFICE	$0.66/sq.ft.
RESEARCH & DEVELOPMENT	$0.66/sq.ft.
HOSPITALS	$0.66/sq.ft.
RETAIL & SERVICES	$0.624/sq.ft.
HOTEL/MOTEL:	$0.316/sq.ft.
SELF STORAGE	$0.18/sq.ft.
RESIDENTIAL: (Includes single family home, multi-family home, manufactured home, and mobile home)	$4.08/sq.ft.
SENIOR HOUSING (Includes manufactured home or mobile home located in a mobile home park, subdivision, cooperative or condiminium for mobile homees limited to 55 and older residents.)	$0.66/sq.ft.
RESIDENTIAL ADDITIONS (Residential additions 500 sq.ft. or less and senior housing projects are exempt)	$4.08/sq.st. (501 sq.ft. or more)

* Additions are cumulative over time to a limit of 500 sf before fees are assesed. Once assessed, fees are paid on the entire added square footage.

** The fee owed is based upon the fee amount in effect at the time the fee is paid.

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
685 East Jack London Blvd, Livermore, Ca 94551

FACILITIES PLANNING AND CONSTRUCTION
Jan Shipley, Construction Supervisor (925) 606-3390
Facilities Fax Number (925) 606-3327

EXHIBIT E Social and Human Service Facility Fee Schedule		
Land Uses	**Units of Use**	**Fee Rates**
Residential Uses		
Single-Family Detached	d.u.	$1,677
Single-Family Attached	d.u.	$1,415
Multi-Family	d.u.	$1,298
Mobile Home	d.u.	$996
Secondary Unit	d.u.	$996
Non-Residential Uses		
Commercial		
Office	K s.f.	$7
Retail	K s.f.	$5
Service	K s.f.	$5
Industrial		
Manufacturing/R&D	K s.f.	$3
Warehousing	K s.f.	$2
Office	K s.f.	$6
Construction/Repair/Wholesale	K s.f.	$3
Other Non-Residential	K s.f.	$5

Zone 7 M&I Connection Fee Rate Schedule

Effective Janaury 1, 2020

Meter Size		Recommended Maximum Rate for Continuous Use (gpm)	Connection Fee Amount
5/8" & 1" FS*		10	$29,440
3/4"		15	$44,160
1"		25	$73,600
1 1/2"	(DISPLACEMENT TYPE)	50	$147,200
	Omni C2	160	$471,040
	Omni T2	160	$471,040
2"	OMNI WITH 50GPM RESTICTOR	50	$147,200
	(DISPLACEMENT TYPE)	80	$235,520
	OMNI WITH 80GPM RESTICTOR	80	$235,520
	Mueller MVR **Pleasanton Only**	115	$338,560
	OMNI WITH 120GPM RESTICTOR	120	$353,280
	Omni C2	160	$471,040
	Omni T2	200	$588,800
3" to 10"			**

* When the Fire Department requires fire sprinklers, a 1-inch meter may be obtained at the same rate as a 5/8-inch meter.

** Connection fees for meter sizes 3-inches and above will be determined by using the fee factor for maximum continuous flow rate.

Fees for meters other than those listed above will be determined based upon the maximum continuous flow rating for the brand and type of meter.

These fees are based on the Maximum Continuous Flow Rate through a 5/8" meter as defined by AWWA C700 for Cold-Water Meter -- Displacement Type, Bronze Case.
Any changes to meter capacities will affect the above connection fees.

Currently, the 2-inch Mueller MVR is only available in Pleasanton.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7
100 NORTH CANYONS PARKWAY, LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

WATER CONNECTION FEE INFORMATION SHEET

Effective January 1, 2020

I. GENERAL BACKGROUND

A. The Water Connection Charge Ordinance No. FC 72-1 as amended for Zone 7 was established January 18, 1972. The ordinance is applicable over the Zone 7 area that includes Livermore, Pleasanton, Dublin, Sunol, and surrounding communities. The Ordinance requires a one-time water connection fee for all new water services from a water system that is directly connected to the Zone 7 water supply system. This fee is used for funding the costs of expanding the Zone 7 water treatment and distribution system to serve new development.

B. The amount charged for a water connection is determined by the size of the meter to be installed. The meter sizes and corresponding water connection fees are listed below.

II. PROCEDURES FOR PAYMENT OF WATER CONNECTION FEES IN LIVERMORE, PLEASANTON, & DUBLIN

The water connection fees are collected by the Building Departments of the Cities of Livermore and Pleasanton, and by the Dublin San Ramon Services District, which are agents for Zone 7. For that area within the Cal Water service area which is located outside of the Livermore city limits, connection fees will be paid at the Zone 7 office in Livermore.

III. WATER CONNECTION FEE SCHEDULE - FEES ARE REVIEWED AND SUBJECT TO PERIODIC MODIFICATION

Meter Size	Fee Factor	Connection Fee
5/8" (DISPLACEMENT TYPE)	1.0	$29,440
3/4" (DISPLACEMENT TYPE)	1.5	$44,160
1" (DISPLACEMENT TYPE)	2.5	$73,600
1½" (DISPLACEMENT TYPE)	5.0	$147,200
1½" (OMNI C2)	16.0	$471,400
1½" (OMNI T2)	16.0	$471,400
2" (OMNI w/Restriction to 50GPM)	5.0	$147,200
2" (DISPLACEMENT TYPE)	8.0	$235,520
2" (OMNI w/Restriction to 80GPM)	8.0	$235,520
2" Mueller MVR	11.5	$338,560
2" (OMNI w/Restriction to 120GPM)	12.0	$353,280
2" (OMNI C2)	16.0	$471,400
2" (OMNI T2)	20.0	$588,800

* Connection fees for meters 3-inch and larger and for meters with fee factors other than those listed above, will be determined by Zone 7, using the fee factor for Maximum Rate for Continuous Operation, as defined by AWWA. These fees are based on the Maximum Continuous Flow Rate through a 5/8" meter and are proportional based on flow ratings for the various sized meters. Flow ratings for displacement type meters are defined by AWWA C700 for Cold-Water Meter -- Displacement Type, Bronze Case. Flow ratings for turbine type meters are defined by AWWA C701 for Cold Water Meters -- Turbine Type, For Customer Service. Any changes to meter capacities will affect the above connection fees.

NOTE: This new fee schedule is effective January 1, 2020

IV. EXEMPTIONS

No fee will be collected for SEPARATE private fire service connections. See Section VI of the Ordinance (copy available upon request).

V. PARTIAL EXEMPTIONS

A partial exemption sometimes applies for domestic fire sprinkling systems up to 1" meter size. See Section VI of the Ordinance (copy available upon request).

VI. FOR FURTHER INFORMATION

Call Steven Ellis at (925) 454-5037 or e-mail at sellis@zone7water.com.

RESOLUTION NO. 044-19/20

TO UPDATE STATUTORY DEVELOPER FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620

WHEREAS, the School Board ("Board") of the Livermore Valley Joint Unified District ("District") provides for the educational needs for TK-12 students within the City of Livermore and a portion of the unincorporated counties of Alameda and Contra Costa (collectively, "Counties"); and

WHEREAS, The State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes Districts to increase Statutory Developer Fees to $4.08 per square foot for assessable space of residential development and $0.66 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such Statutory Developer Fees are properly justified by the District pursuant to law; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the District's schools and the District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the District would have an impact on the District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the District's students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the District has received and considered two studies entitled "Residential Development School Fee Justification Study for Livermore Valley Joint Unified District" and "Commercial/Industrial Development School Fee Justification Study for Livermore Valley Joint Unified District" ("Studies"), which Studies include information, documentation, and analysis of the School Facilities needs of the District, including (a) the purpose of the Statutory Developer Fees; (b) the use to which the Statutory Developer Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development; and (1) the use for Statutory Developer Fees; (2) the need for School Facilities; (3) the cost of School Facilities; and the amount of Statutory Developer Fees from new residential and commercial/industrial development; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial development (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential development; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, said Studies pertaining to the Statutory Developer Fees and to the capital facilities needs of the District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory Developer Fees; and

WHEREAS, all required notices of the proposed Statutory Developer Fees have been given; and

WHEREAS, a Public Hearing was held at a regularly scheduled meeting of the Board of the District relating to the proposed Statutory Developer Fees; and

WHEREAS, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, THE SCHOOL BOARD OF THE LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the Board accepts and adopts the Studies.

Section 2. That the Board finds that the purpose of the Statutory Developer Fees imposed upon new residential development is to fund the additional School Facilities required to serve the students generated by the new residential development upon which the Statutory Developer Fees are imposed.

Section 3. That the Board finds that the Statutory Developer Fees imposed on new residential development will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by the new residential development within the District; and that the use of the Statutory Developer Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development, as well as any required central administrative and support facilities, within the District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory Developer Fees and the new residential development within the District because the Statutory Developer Fees imposed on new residential development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new residential development.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential development upon which the Statutory Developer Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential development within the District and there is not sufficient capacity in the existing School Facilities to accommodate all additional students.

Section 6. That the Board finds that the amount of the Statutory Developer Fees levied on new residential development as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential development within the District.

Section 7. That the Board finds that the purpose of the Statutory Developer Fees imposed on new commercial/industrial development is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial development upon which the Statutory Developer Fees are imposed.

Section 8. That the Board finds that the Statutory Developer Fees imposed on new commercial/industrial development (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial development; and that the use of the Statutory Developer Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial development, as well as any required central administrative and support facilities within the District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory Developer Fees and new commercial/industrial development by category within the District because the Statutory Developer Fees imposed on commercial/industrial development by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial development.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial development by category, upon which the Statutory Developer Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial development within the District and the District does not have sufficient student capacity in the existing School Facilities to accommodate these anticipated students.

Section 11. That the Board finds that the amount of the Statutory Developer Fees levied on new commercial/industrial development by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial development within the District.

Section 12. That the Board finds that a separate account has been established for the deposit of Statutory Developer Fees imposed on residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the District.

Section 13. That the Board finds that the funds of the account, described in Section 12, consisting of the proceeds of Statutory Developer Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and commercial/industrial development, and thus, these funds may be expended for those purposes. The Statutory Developer Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory Developer Fees.

Section 14. That the Board hereby increases the Statutory Developer Fees as a condition of approval of new residential development projects and imposes the Statutory Developer Fees on such development projects in the following amounts:

A. $4.08 per square foot of assessable space for new single family detached residential development and new multifamily attached residential development, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction other than new construction where such construction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of 500 square feet. However, these amounts shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision J of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

B. $0.66 per square foot of assessable space for new residential development used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision J of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board hereby increases the Statutory Developer Fees as a condition of approval of new commercial/industrial development projects and levies the Statutory Developer Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for the following categories of commercial/industrial development:

Retail and Services	$0.624
Office	$0.66
Research and Development	$0.66
Industrial/Warehouse/Manufacturing	$0.66
Hospitals	$0.66
Hotel/Motel	$0.316
Self-Storage	$0.018

Section 16. That the proceeds of the Statutory Developer Fees established pursuant to this Resolution shall continue to be deposited into that account identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory Developer Fees are to be collected, including accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for

reimbursement of the administrative costs incurred by the District in collecting the Statutory Developer Fees or in financing the described Study or in defending the imposition of Statutory Developer Fees.

Section 17. That the Superintendent, or her designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and Counties within the District's boundaries and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities, Counties, and OSHPD that new residential and commercial/industrial development is subject to the Statutory Developer Fees readopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home, or manufactured home subject to the Statutory Developer Fees absent a certification from this District of compliance of such project with the requirements of the Statutory Developer Fees, nor that any building permit be issued for any non-residential development absent a certification from this District of compliance with the requirements of the applicable Statutory Developer Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the commercial/industrial Statutory Developer Fees are imposed, the opportunity for a hearing to appeal that imposition of Statutory Developer Fees for commercial/industrial development as required by Education Code Section 17621(e)(2). The appeal process is as follows:

A. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial Statutory Developer Fees to be imposed or paying the commercial/industrial Statutory Developer Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial Statutory Developer Fees. The party shall state in the written request the grounds for opposing the imposition of commercial/industrial Statutory Developer Fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the District.

B. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory Developer Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

C. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory Developer Fees, the Superintendent of the District, or her designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory Developer Fees. The Superintendent, or her designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or her designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.

D. The party against whom the commercial/industrial Statutory Developer Fees are imposed may appeal the Superintendent's, or her designee's, decision to the Board of the District.

E. The party appealing the Superintendent's, or her designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial Statutory Developer Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the District.

F. The possible grounds for that appeal to the Board of the District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory Developer Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

G. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory Developer Fees, the Superintendent of the District, or her designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory Developer Fees. The Board of the District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

H. The party appealing the imposition of the commercial/industrial Statutory Developer Fees shall bear the burden of establishing that the commercial/industrial Statutory Developer Fees are improper.

Section 19. That the Superintendent is authorized to cause a certificate of compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory Developer Fees in the amount specified by this Resolution. In the event a certificate of compliance is issued for the payment of Statutory Developer Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue, then such certificate shall automatically terminate, and the appropriate City shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the District on any residential or nonresidential development.

Section 21. That the District's Statutory Developer Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

APPROVED AND ADOPTED by roll call vote this 17th day of March 2020.

AYES:	Bueno	✓	Prusso	✓	Rogge	✓	Wenzel	✓	White ✓
NOES:	Bueno		Prusso		Rogge		Wenzel		White
ABSTENTIONS:	Bueno		Prusso		Rogge		Wenzel		White
ABSENT:	Bueno		Prusso		Rogge		Wenzel		White

BY:

President of the Board of Education Livermore
Valley Joint Unified School District of Alameda
County and Contra Costa County, State of California

ATTEST:

Clerk of the Board of Education Livermore
Valley Joint Unified School District of Alameda
County and Contra Costa County, State of California

Kathy Narum
TVTC Chair
Vice-Mayor
Pleasanton
(925) 931-5001

Scott Perkins
TVTC Vice-Chair
Councilmember
San Ramon
(925) 973-2350

Patricia Munro
Councilmember
Livermore
(925) 960-4016

Jean Josey
Councilmember
Dublin
(925) 833-6650

Karen Stepper
Mayor
Danville
(925) 275-2412

Scott Haggerty
Supervisor District 1
Alameda County
(510) 272-6691

Candace Andersen
Supervisor District 2
Contra Costa County
(925) 957-8860

To: Tri-Valley Transportation Council (TVTC)

From: TVTC Finance Subcommittee (Finance Subcommittee)
TVTC Technical Advisory Committee (TAC)

Date: June 19, 2020

Subject: Revised Annual Adjustment to Tri-Valley Transportation Development Fee

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BACKGROUND

The Joint Exercise of Powers Agreement (JEPA) for the Tri-Valley Transportation Development Fee (TVTDF) specifies that the TVTDF amounts are to be adjusted automatically as of July 1 of each year to reflect changes in regional construction costs. JEPA Section 3(D)(I) requires the TVTC adopt the adjustment by a simple majority.

The amount of the adjustment is based on the change in the "Construction Cost Index" (CCI) for the San Francisco Bay Area, as reported annually in the Engineering News Record (ENR). The December 2019 ENR CCI for the San Francisco Bay Area is **+5.4%**.

DISCUSSION

On April 15, 2020 TVTC Staff presented the annual adjustment to the TVTDF for Board adoption. There was an inadvertent error for the Retail Rate presented. The Retail Rate for FY 20/21 is $3.63/square foot Gross Floor Area.

RECOMMENDATION

The TVTC TAC recommends the TVTC adopt the adrevised CCI adjustment and each TVTC member agency collect the TVTDF rates as listed below starting **July 1, 2020**:

Single Family Residential	$4,901.69/Dwelling Unit (DU)
Multi-Family Residential	$3,376.47/DU
Office	$8.33/sq. ft. Gross Floor Area
Retail	$3.63/sq. ft. Gross Floor Area
Industrial	$4.85/sq. ft. Gross Floor Area
Other	$5,446.41/average am/pm peak hour trip
Affordable Housing	$0.00
ADU/SDU	$0.00

TVTDF Historical Fee Rates

	2018	2019	2020
Single Family Residential (per DU)	$4,613.65	$4,650.56	$4,901.69
Multi-Family Residential (per DU)	$3,178.06	$3,203.48	$3,376.47
Office (per SF Gross Floor Area)	$7.84	$7.90	$8.33
Retail (per SF Gross Floor Area)	$3.41	$3.44	$3.63
Industrial (per SF Gross Floor Area)	$4.57	$4.60	$4.85
Other (average am/pm peak hour trip)	$5,126.36	$5,167.37	$5,466.41
Affordable Housing**	$0.00	$0.00	$0.00
ADU/SDU***	$1845.00	$0.00	$0.00

*In 2019, the TVTC TAC recommended applying the CCI adjustment to the Retail Rate going forward

**Pursuant to Resolution 2015-01 – Adjusting the Tri-Valley Transportation Development Fee Schedule

***Pursuant to Resolution 2019-03 – Resetting the Accessory Dwelling Unit/Secondary Dwelling Unit Fee in the Tri-Valley Transportation Fee Program

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Hearing to authorize negotiation of a Development Agreement with Isabel Portola Owner, LLC for a mixed-use project with residential, office, and neighborhood-serving commercial uses within the Isabel Neighborhood Specific Plan.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing staff to enter into negotiations on a Development Agreement (DA 22-001) with Isabel Portola Owner, LLC to secure development consistent with the Isabel Neighborhood Specific Plan, with final approval of the Development Agreement subject to City Council review.

SUMMARY

The Livermore Development Code requires City Council authorization for staff to negotiate a Development Agreement and to confirm the general subject areas of negotiation. On April 6, 2022, Isabel Portola Owner, LLC submitted a Development Agreement application to the city to develop within the Isabel Neighborhood Specific Plan area. The applicant is proposing a mixed-use project with residential, office, and neighborhood-serving commercial uses in a 45- acre portion of the Specific Plan. The proposed land uses are consistent with the land uses envisioned in the Isabel Neighborhood Specific Plan. City Council authorization to negotiate a Development Agreement does not approve any agreements or any other part of the project.

DISCUSSION

The Livermore Development Code requires initial review of a Development Agreement application by the City Council. City Council authorization is required before staff can begin to negotiate a Development Agreement. This initial review by Council also includes the general subject areas staff would negotiate.

On April 6, 2022, Isabel Portola Owner, LLC submitted a Development Agreement application to the city to develop within the Isabel Neighborhood Specific Plan area. The applicant is proposing a mixed-use

project with residential, office, and neighborhood-serving commercial uses including ground floor retail uses and a neighborhood park in a 45- acre portion of the Specific Plan that is currently vacant (see attached location map). The property is generally bound by Portola Avenue to the north, Isabel Avenue to the east, I-580 to the south, and Shea Center Drive to the west within the Isabel Neighborhood Specific Plan. The proposed land uses are consistent with the land uses envisioned in the Isabel Neighborhood Specific Plan.

On July 13, 2020, staff requested, and the City Council approved authorization to negotiate a Development Agreement for this property with PGM Communities LLC, known as Suncal. The property has since been sold to Isabel Portola Owner, LLC.

Therefore, a new request for authorization to negotiate a Development Agreement is required that will supersede the July 2020 Development Agreement authorization with the former owner. The new owner proposes a mixed-use project with residential, office, neighborhood-serving commercial uses and ground floor retail uses, and a neighborhood park.

Staff recommends City Council authorize staff to negotiate the terms, land uses, intensity of development, provisions for public uses, amenities, and performance schedules. The details of the Development Agreement and land use entitlements (site plan, architecture, landscaping, subdivision, etc.) will be considered by the City Council at a future public hearing. City Council authorization to negotiate a Development Agreement does not approve any agreements or any other part of the project.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no significant administrative or fiscal impacts associated with the authorization for staff to negotiate agreements because the Development Agreement application fees paid by the applicant consider costs associated with allocation of staff resources in negotiating terms and timing of necessary agreements.

ATTACHMENTS

1. Location Map
2. Resolution

Prepared by: Ashley Vera
Associate Planner

Approved by:

Marc Roberts
City Manager

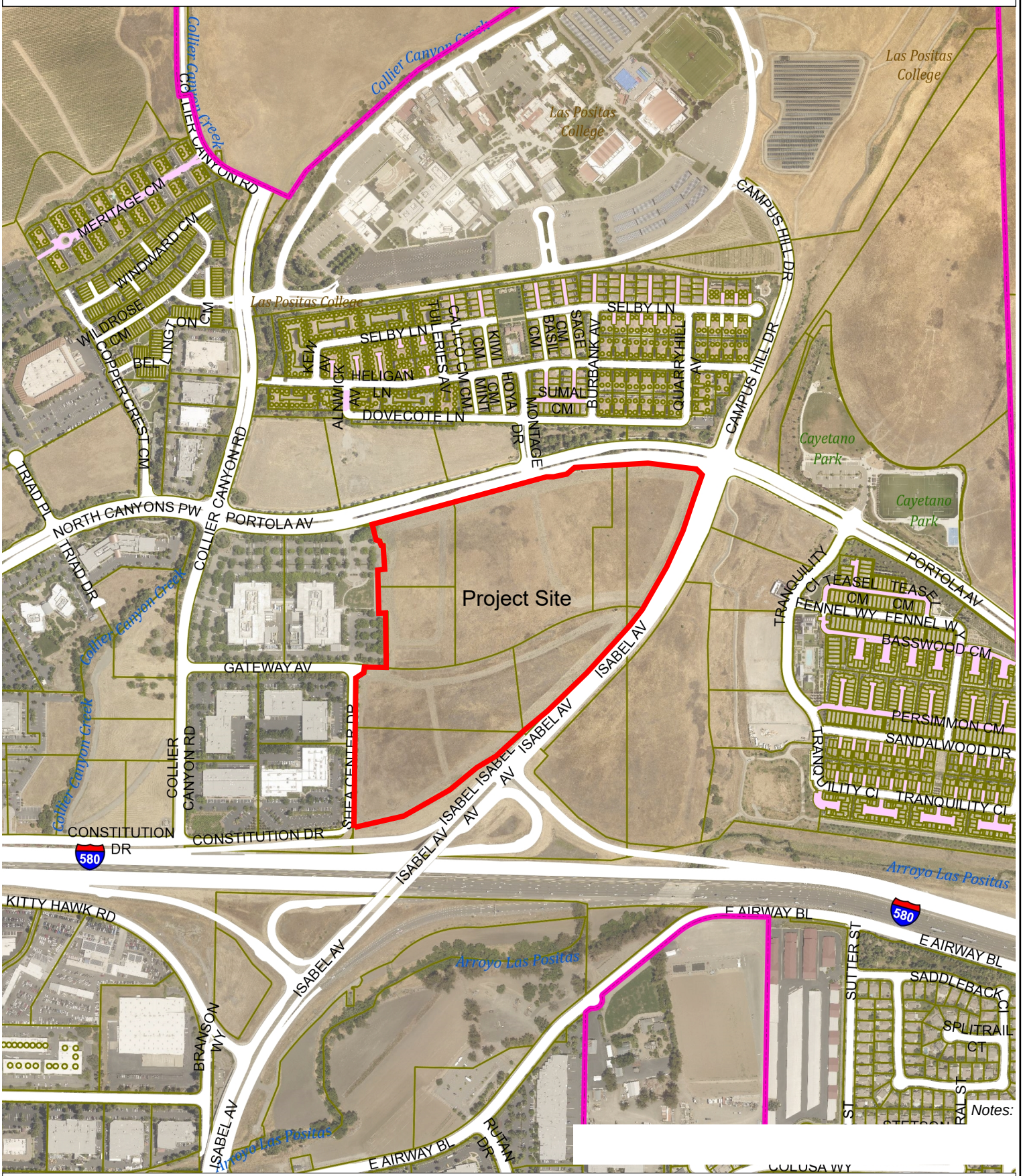
Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

City of Livermore

ATTACHMENT 1



Notes:

1,333.3 0 666.67 1,333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services

Scale: 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.

Prepared:
4/6/2022 4:21:19 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING NEGOTIATION OF TERMS FOR A DEVELOPMENT AGREEMENT WITH ISABEL PORTOLA OWNER, LLC FOR A MIXED-USE DEVELOPMENT WITHIN THE ISABEL NEIGHBORHOOD SPECIFIC PLAN

The Livermore Development Code requires City Council authorization to proceed with negotiating a Development Agreement. This step enables the City Council to determine whether it wishes to enter into a Development Agreement, and if so, the general subject areas for the City of Livermore to negotiate.

On July 13, 2020, the City Council adopted a resolution authorizing staff to enter into negotiations on a Development Agreement with PGM Communities, LLC, known as Suncal, to secure development consistent with the Isabel Neighborhood Specific Plan for this property. The property has since been sold to Isabel Portola Owner, LLC.

At its meeting on May 9, 2022, the City Council considered in public hearing the request to negotiate a Development Agreement, staff recommendations, and public testimony.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the request to negotiate a Development Agreement, 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 request (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 finds and determines that the negotiation of the terms of a Development Agreement is not a project as defined in the California Environmental Quality Act under California Public Resources Code section 21065.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore based on its independent review of the Record Evidence authorizes the City Manager to negotiate and present to the City Council for consideration at a future meeting a Development Agreement with Isabel Portola Owner, LLC for a mixed-use development within the Isabel Neighborhood Specific Plan.

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.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 9, 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 D. Cilley
Kimberly D. Cilley
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Hearing to determine if the rates charged by Livermore Sanitation, Inc. for solid waste and recycling collection services, effective July 1, 2022, comply with the approved rate methodology and approval of an associated agreement for Rate Year 13.

RECOMMENDED ACTION

Staff recommends the City Council:

1. Hold a public hearing
2. Adopt a resolution approving rates listed in Exhibit H of the Second Amended and Restated Agreement for Solid Waste, Recyclable Materials, and Compostable Materials Services effective July 1, 2022; and
3. Approve an amendment describing the revenues allocated to the rate reserve fund for Rate Year 13.

SUMMARY

On January 10, 2022, Livermore Sanitation, Inc. (LSI) submitted the required rate adjustment application indicating a baseline cost increase of .58% is necessary. In addition, to mitigate anticipated future costs related to inflation, labor, and new state regulation, staff is recommending an additional 1.42% adjustment to fund contributions to the existing rate reserve account.

LSI has proposed a total increase of $1 per month for cart customers and the recycling and organics discount for commercial customers will be reduced from a 25% to a 20% discount off rates for an equivalent level of solid waste collection.

Staff recommends that the City Council approve the requested rates as described in Exhibit H (Exhibit A to the Resolution) to be effective July 1, 2022, and approve an amendment describing the revenues allocated to the rate reserve fund for Rate Year 13.

DISCUSSION

On April 27, 2020, the City Council adopted a resolution authorizing the execution of the Third Amended and Restated Agreement with Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services (Franchise Agreement). This action extended the Franchise Agreement term for a minimum period of 10 years, until June 30, 2030, and included new trucks and other equipment, and enhanced services for the Livermore rate payers. In addition, a rate reserve fund was established to offset the impacts of future rate increases or to fund program enhancements.

For the rate period commencing July 1, 2022, the Franchise Agreement allows LSI to adjust its rates using an index-based methodology. The index-based methodology utilizes various cost adjustment factors such as the percentage change in the consumer price index and percentage change in the disposal fees. The City's role in approving the rate increase is to determine that the rate adjustment is consistent with the methodology as identified in the Franchise Agreement.

As required by the franchise agreement, LSI submitted a rate adjustment application for Rate Year 13 (FY 2022-23) indicating that Total Calculated Costs for all services are projected to equal $30.3 million, a 0.58% increase compared to Rate Year 12 Total Calculated Costs. In addition, to mitigate anticipated future costs related to inflation, labor, and new state regulation, an additional 1.42% adjustment to fund contributions to the existing rate reserve fund is recommended. The additional amount is estimated to be $380,000 and would be used to offset future rate increases.

Currently, 20- and 32-gallon subscriptions make up more than 85% of the approximately 26,000 residential accounts in Livermore. Proposed rates for residential customers and commercial customers that subscribe to cart service, are noted in Table 1; all customer increases are available in Exhibit H of the Franchise Agreement.

According to Article 8 of the Franchise Agreement, LSI is responsible for proposing rates; the City Council is responsible for approving rates. LSI has proposed an increase of $1.00 per month for residential customers and commercial customers that subscribe to cart service, as noted in Table 1.

Table 1 – Current and Proposed Rates

Commercial, and Single- and Multi-family Accounts	Current Monthly Rates	Proposed Rate Rate Year 13 (FY 2022-2023)	Increase Per Month
20-gal Cart	$29.94	$30.94	$1.00
32-gal Cart	$39.63	$40.63	$1.00
64-gal Cart	$59.36	$60.36	$1.00
96-gal Cart	$93.26	$94.26	$1.00

Additionally, the recycling and organics discount for commercial customers will be reduced from a 25% to a 20% discount off rates for an equivalent level of solid waste collection. One 96-gallon organics or recycling cart serviced one time per week would continue to be offered to commercial customers at no charge.

Exhibit H has also been updated to include rates for construction and demolition debris to be transferred

to a certified recycling facility for customers interested in complying with Leadership in Energy and Environmental Design (LEED) and other Green Building requirements. At this time, Republic Services' Vasco Road Landfill diverts some construction and demolition debris but is not a certified facility. Therefore, materials must be transported a further distance to a certified facility which increases LSI costs; pricing for this service is reflected on the updated Exhibit H as an additional option for processing construction and demolition debris materials.

FISCAL AND ADMINISTRATIVE IMPACTS

The City's General Fund currently receives approximately $3 million in franchise fees annually from LSI. The proposed rate changes would result in an increase in the amount of franchise fee received by approximately $178,000.

ATTACHMENTS

1. Resolution
2. Exhibit A - Revised Exhibit H to the Franchise Agreement
3. Exhibit B - Amendment to Franchise Agreement

Prepared by: Judy Erlandson
Public Works Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING AN AMENDMENT AND UPDATING EXHIBIT H OF THE THIRD AMENDED AND RESTATED AGREEMENT WITH LIVERMORE SANITATION, INC. TO INCLUDE RATE YEAR THIRTEEN RATE ADJUSTMENTS

On September 28, 2009, the Livermore City Council adopted Resolution No. 2009-189 approving a franchise agreement for solid waste collection services: *Agreement Between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services* (the "Original Agreement").

On May 9, 2011, the City Council adopted Resolution No. 2011-069 approving the *Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services.*

On September 8, 2014, the City Council adopted Resolution No. 2014-141 approving the *Second Amended and Restated Agreement Between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services*.

On June 8, 2015, the City Council adopted Resolution No. 2015-075 approving the Special Rate Review Amendment to the Franchise Agreement.

On November 9, 2015, the City Council adopted Resolution No. 2015-157 approving the Second Amendment to the Franchise Agreement.

On April 27, 2020, the City Council adopted Resolution No. 2020-051 approving the *Third Amended and Restated Agreement Between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services* (the "Franchise Agreement").

For the rate period commencing July 1, 2022, the Franchise Agreement allows Livermore Sanitation, Inc. to adjust its rates using an index-based methodology. The index-based methodology utilizes various cost adjustment factors such as the percentage change in the consumer price index and the percentage change in the tipping fees. The City's role in approving an index-based rate increase is to determine whether the requested rate adjustment is consistent with the methodology.

City staff reviewed the requested rate adjustments to be effective July 1, 2022, and determined that they comply with the rate methodology in the Franchise Agreement, and staff therefore recommended its approval by the City Council.

Following the public hearing and review, the City Council agreed to the recommended rate structure and services provided in connection therewith and associated amendments to the Franchise Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, as follows:

1. The City Council hereby finds that the index-based rate adjustment is consistent with the methodology in the Franchise Agreement, and therefore approves, effective July 1, 2022, the Solid Waste, Recyclable Materials, and Compostable Materials Service rates as set forth in the revised Exhibit H which, is attached as Exhibit A to this resolution, and is incorporated for all purposes into the Franchise Agreement.

2. The City Council authorizes the City Manager to sign on behalf of the City of Livermore the First Amendment to the Franchise Agreement, attached hereto as Exhibit B. A copy of the original agreement, and all subsequent amendments thereto, are on file in the Office of the City Clerk.

3. The City Manager is hereby authorized 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 amendment.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 9, 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 Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Revised Exhibit H to the Franchise Agreement
Exhibit B – Amendment to Franchise Agreement

EXHIBIT A

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD THIRTEEN
(Effective July 1, 2022 - June 30, 2023)

RATES FOR SINGLE FAMILY CART SERVICE CUSTOMERS

Basic Monthly Collection Service (including Recyclables and Compostables)

Container Size	Curbside Monthly Rate	Backyard or Sideyard Monthly Rate
20-gallon Solid Waste Cart*	$30.94	$38.09
32-gallon Solid Waste Cart*	$40.63	$57.39
64-gallon Solid Waste Cart*	$60.36	$94.50
96-gallon Solid Waste Cart*	$94.26	$148.03
Additional Carts (Rate per Additional Cart per Month)		
Extra 32-gallon Solid Waste Cart	$36.16	$53.49
Extra 64-gallon Solid Waste Cart	$66.34	$99.90
Extra 96-gallon Solid Waste Cart	$97.24	$147.37
Extra Compostable Materials Cart*	$10.24	$10.24
Extra Recyclable Materials Cart*	$10.24	$10.24

* Monthly rate also includes one 96-gallon Cart for Compostables and one 96-gallon Cart for Recyclables. Customers can request smaller cart sizes for Recyclables or Compostables; however, the monthly rate shall be the same as listed above.

Income-Based Program Monthly Collection Service (including Recyclables and Compostables)

Container Size	Curbside Monthly Rate
20-gallon Solid Waste Cart**	$30.94
32-gallon Solid Waste Cart**	$30.94
64-gallon Solid Waste Cart**	$30.94

** Must qualify and Participate in the Pacific Gas and Electric Company's California Alternate Rates for Energy (CARE) Program
** If CARE Program discontinued Income-Based Program may be discontinued
** Only customers with individual Single Family accounts are eligible
**Verification required every year to participate

Rates for Bulky Items and E-Waste On-Call Pick-Up Service
(Applicable for Single Family, Multi-Family, Commercial, and Government Customers)

Material Type	Examples	Rate Per Pickup
E-Waste	Cell Phones, CPUs, Monitors, Copiers, Fax Machines, Laptops, Mouse, Keyboards, Printers, Televisions, Radios, Stereos, Speakers, Telephones, VCRs, DVDs, and Camcorders	$26.57
Major Appliances	Air Conditioners, Refrigerators, Freezers any items containing oil, fuel or Freon	$132.88
Bulky Items	All other large items Bathtubs, furniture, bicycles used exercise equipment beds, box springs, tires etc.	$66.44

Rates for Miscellaneous Service for Single Family Cart and Multi Family Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temp-orary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	$170.70
	Rate for rental of 4 cubic yard bin in excess of 7 days	$33.48
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	$122.88
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	$89.23
Trip Charge	If driver must return due to Resident error, such as failure to place Cart Curbside before Collection time, overfilled Cart, incorrect Cart placement, contaminated materials	$15.46
Cart Delivery / Pick-Up	Cart delivery/pick-up (charge if Customer requests a change in Cart size more than once per year)	$15.46
Organic Overage	Company supplied Kraft bag paid for in advance	$10.64
Organic Overage	Customer supplied Kraft Bag	$6.64

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD THIRTEEN
(Effective July 1, 2022 - June 30, 2023)

EXHIBIT A

RATES FOR MULTI FAMILY CART SERVICE CUSTOMERS

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$40.63	$83.44	$127.04	$172.21	$219.00	$267.34
64-gallon Cart	$60.36	$124.46	$189.75	$257.40	$327.44	$399.86
96-gallon Cart	$94.26	$194.99	$297.56	$403.88	$513.94	$627.71

* Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$0.00	$66.75	$101.63	$137.77	$175.19	$213.87
64-gallon Cart	$0.00	$99.57	$151.80	$205.93	$261.95	$319.89
96-gallon Cart	$0.00	$155.99	$238.05	$323.11	$411.15	$502.17

** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$0.00	$66.75	$101.63	$137.77	$175.19	$213.87
64-gallon Cart	$0.00	$99.57	$151.80	$205.93	$261.95	$319.89
96-gallon Cart	$0.00	$155.99	$238.05	$323.11	$411.15	$502.17

*** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$10.24	$66.75	$101.63	$137.77	$175.19	$213.87
64-gallon Cart	$10.24	$99.57	$151.80	$205.93	$261.95	$319.89
96-gallon Cart	$10.24	$155.99	$238.05	$323.11	$411.15	$502.17

** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$10.24	$66.75	$101.63	$137.77	$175.19	$213.87
64-gallon Cart	$10.24	$99.57	$151.80	$205.93	$261.95	$319.89
96-gallon Cart	$10.24	$155.99	$238.05	$323.11	$411.15	$502.17

*** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size 32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	$11.83	$24.97	$40.50
Pick-Up Other than Regularly Scheduled Day	$11.83	$24.97	$40.50

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Multi Family customers are provided on Page H-1 of this Exhibit.

Rates for Miscellaneous Service

Additional rates for miscellaneous service for Multi Family cart customers are provided on Page H-1 of this Exhibit.

EXHIBIT A

RATES FOR COMMERCIAL CART CUSTOMERS

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$40.63	$83.44	$127.04	$172.21	$219.00	$267.34
64-gallon Cart	$60.36	$124.46	$189.75	$257.40	$327.44	$399.86
96-gallon Cart	$94.26	$194.99	$297.56	$403.88	$513.94	$627.71

* Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$0.00	$66.76	$101.63	$137.77	$175.19	$213.87
64-gallon Cart	$0.00	$99.57	$151.80	$205.93	$261.95	$319.89
96-gallon Cart	$0.00	$155.99	$238.05	$323.11	$411.15	$502.17

** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$0.00	$66.75	$101.63	$137.77	$175.19	$213.87
64-gallon Cart	$0.00	$99.57	$151.80	$205.93	$261.95	$319.89
96-gallon Cart	$0.00	$155.99	$238.05	$323.11	$411.15	$502.17

*** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$32.50	$66.76	$101.63	$137.77	$175.19	$213.87
64-gallon Cart	$48.29	$99.57	$151.80	$205.93	$261.95	$319.89
96-gallon Cart	$75.41	$155.99	$238.05	$323.11	$411.15	$502.17

** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$32.50	$66.76	$101.63	$137.77	$175.19	$213.87
64-gallon Cart	$48.29	$99.57	$151.80	$205.93	$261.95	$319.89
96-gallon Cart	$75.41	$155.99	$238.05	$323.11	$411.15	$502.17

*** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size 32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	$11.83	$24.97	$40.50
Pick-Up Other than Regularly Scheduled Day	$11.83	$24.97	$40.50

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for commercial customers are provided on Page H-1 of this Exhibit.

EXHIBIT A

RATES FOR COMMERCIAL AND RESIDENTIAL BIN CUSTOMERS

Solid Waste Rates (Cost per Month per Bin)****

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$119.07	$242.90	$371.48	$504.84	$642.96	$802.46	$238.14	$485.79	$742.96	$1,009.67	$1,285.92	$1,604.92
2 cubic yard	$238.12	$485.78	$758.69	$1,031.05	$1,313.12	$1,638.41	$476.25	$971.56	$1,517.38	$2,062.10	$2,626.24	$3,276.83
3 cubic yard	$357.20	$744.10	$1,138.04	$1,578.83	$2,010.77	$2,457.60	$714.40	$1,488.21	$2,276.09	$3,157.66	$4,021.54	$4,915.21
4 cubic yard	$476.26	$992.14	$1,549.04	$2,105.10	$2,681.03	$3,343.77	$952.53	$1,984.28	$3,098.07	$4,210.20	$5,362.05	$6,687.52
5 cubic yard	$607.93	$1,266.04	$1,936.30	$2,685.14	$3,419.75	$4,263.39	$1,215.85	$2,532.07	$3,872.61	$5,370.28	$6,839.52	$8,526.78
6 cubic yard	$729.51	$1,519.25	$2,323.55	$3,222.17	$4,103.70	$5,116.07	$1,459.04	$3,038.50	$4,647.11	$6,444.34	$8,207.40	$10,232.13
7 cubic yard	$851.10	$1,772.46	$2,766.21	$3,759.20	$4,883.52	$6,085.17	$1,702.20	$3,544.92	$5,532.41	$7,518.40	$9,767.05	$12,170.34

**** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Rates (Cost per Month per Bin)

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$95.25	$194.32	$297.18	$403.87	$514.37	$641.97	$190.51	$388.63	$594.37	$807.74	$1,028.73	$1,283.94
2 cubic yard	$190.51	$388.63	$606.95	$824.84	$1,050.50	$1,310.73	$381.00	$777.25	$1,213.90	$1,649.68	$2,100.99	$2,621.46
3 cubic yard	$285.76	$595.28	$910.43	$1,263.06	$1,608.62	$1,966.07	$571.52	$1,190.57	$1,820.87	$2,526.13	$3,217.23	$3,932.17
4 cubic yard	$381.01	$793.71	$1,239.23	$1,684.07	$2,144.82	$2,675.01	$762.02	$1,587.42	$2,478.46	$3,368.16	$4,289.64	$5,350.02
5 cubic yard	$486.34	$1,012.83	$1,549.04	$2,148.11	$2,735.80	$3,410.71	$972.68	$2,025.66	$3,098.08	$4,296.22	$5,471.61	$6,821.43
6 cubic yard	$583.61	$1,215.41	$1,858.84	$2,577.74	$3,282.96	$4,092.84	$1,167.23	$2,430.80	$3,717.69	$5,155.47	$6,565.92	$8,185.71
7 cubic yard	$680.88	$1,417.96	$2,212.95	$3,007.36	$3,906.81	$4,868.14	$1,361.76	$2,835.94	$4,425.93	$6,014.72	$7,813.64	$9,736.28

Compostables (Cost per Month per Bin)

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$95.25	$194.32	$297.18	$403.87	$514.37	$641.97	$190.51	$388.63	$594.37	$807.74	$1,028.73	$1,283.94
2 cubic yard	$190.51	$388.63	$606.95	$824.84	$1,050.50	$1,310.73	$381.00	$777.25	$1,213.90	$1,649.68	$2,100.99	$2,621.46
3 cubic yard	$285.76	$595.28	$910.43	$1,263.06	$1,608.62	$1,966.07	$571.52	$1,190.57	$1,820.87	$2,526.13	$3,217.23	$3,932.17
4 cubic yard	$381.01	$793.71	$1,239.23	$1,684.07	$2,144.82	$2,675.01	$762.02	$1,587.42	$2,478.46	$3,368.16	$4,289.64	$5,350.02
5 cubic yard	$486.34	$1,012.83	$1,549.04	$2,148.11	$2,735.80	$3,410.71	$972.68	$2,025.66	$3,098.08	$4,296.22	$5,471.61	$6,821.43
6 cubic yard	$583.61	$1,215.41	$1,858.84	$2,577.74	$3,282.96	$4,092.84	$1,167.23	$2,430.80	$3,717.69	$5,155.47	$6,565.92	$8,185.71

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	$30.43	$60.85	$91.29	$121.68	$182.52	$212.94	$60.86	$121.69	$182.59	$243.35	$365.04	$425.88
Pick-Up Other than Regularly Scheduled Day	$54.06	$83.08	$112.37	$141.35	$194.33	$228.65	$108.12	$166.17	$224.75	$282.70	$388.66	$457.31

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Commercial bin customers are provided on Page H-1of this Exhibit.

EXHIBIT A

Contaminated Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	$23.67	$49.94	$81.00
Pick-Up Other than Regularly Scheduled Day	$23.67	$49.94	$81.00

Contaminated Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	$60.86	$121.69	$182.59	$243.35	$365.05	$425.88	$121.72	$243.39	$365.17	$486.71	$730.09	$851.76
Pick-Up Other than Regularly Scheduled Day	$108.12	$166.17	$224.75	$282.70	$388.66	$457.31	$216.24	$332.33	$449.49	$565.40	$777.32	$914.62

Rates for Miscellaneous Services for Commercial and Residential Bin and Commercial Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	$170.70
	Rate for rental of 4 cubic yard bin in excess of 7 days	$33.48
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	$122.88
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	$89.23
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	$15.46
Trip Charge (for Carts)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	$15.46
Overage Charge	Per cubic yard rate	$23.21
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded	$88.06
Lost Lock	Fee for replacing lost lock	$30.86
Steam Cleaning Bin	Charge per visit	$156.58
Steam Cleaning Cart	Charge per visit	$89.23

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD THIRTEEN
(Effective July 1, 2022 - June 30, 2023)

RATES FOR GOVERNMENT CART CUSTOMERS

(Qualifying Government Customers include Federal and State facilities located with in the City of Livermore)

Solid Waste Collection Rates (Cost per month)*

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$20.32	$41.72	$63.52	$86.11	$109.50	$133.67
64-gallon Cart	$30.18	$62.23	$94.87	$128.71	$163.72	$199.93
96-gallon Cart	$47.13	$97.49	$148.78	$201.94	$256.96	$313.86

* Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$0.00	$33.39	$50.81	$68.89	$87.60	$106.94
64-gallon Cart	$0.00	$49.78	$75.90	$102.96	$130.99	$159.95
96-gallon Cart	$0.00	$77.99	$119.02	$161.55	$205.57	$251.08

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$0.00	$33.38	$50.81	$68.89	$87.60	$106.94
64-gallon Cart	$0.00	$49.78	$75.90	$102.96	$130.99	$159.95
96-gallon Cart	$0.00	$77.99	$119.02	$161.55	$205.57	$251.08

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$16.25	$33.39	$50.81	$68.89	$87.60	$106.94
64-gallon Cart	$24.14	$49.78	$75.90	$102.96	$130.99	$159.95
96-gallon Cart	$37.71	$77.99	$119.02	$161.55	$205.57	$251.08

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD THIRTEEN
(Effective July 1, 2022 - June 30, 2023)

Compostables Collection Rates for Additional Carts (Cost per Month)***

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$16.25	$33.39	$50.81	$68.89	$87.60	$106.94
64-gallon Cart	$24.14	$49.78	$75.90	$102.96	$130.99	$159.95
96-gallon Cart	$37.71	$77.99	$119.02	$161.55	$205.57	$251.08

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

RATES GOVERNMENT BIN SERVICE CUSTOMERS (cont.)

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	$5.92	$12.49	$20.25
Pick-Up Other than Regularly Scheduled Day	$5.92	$12.49	$20.25

Solid Waste Rates (Cost per Month per Bin)****

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$59.53	$121.45	$185.74	$252.42	$321.48	$401.23	$119.07	$242.90	$371.48	$504.84	$642.96	$802.46
2 cubic yard	$119.06	$242.89	$379.34	$515.52	$656.56	$819.21	$238.13	$485.78	$758.69	$1,031.05	$1,313.12	$1,638.41
3 cubic yard	$178.60	$372.05	$569.02	$789.41	$1,005.39	$1,228.80	$357.20	$744.11	$1,138.04	$1,578.83	$2,010.77	$2,457.60
4 cubic yard	$238.13	$496.07	$774.52	$1,052.55	$1,340.51	$1,671.88	$476.26	$992.14	$1,549.04	$2,105.10	$2,681.03	$3,343.76
5 cubic yard	$303.96	$633.02	$968.15	$1,342.57	$1,709.88	$2,131.69	$607.92	$1,266.04	$1,936.30	$2,685.14	$3,419.76	$4,263.39
6 cubic yard	$364.76	$759.62	$1,161.78	$1,611.08	$2,051.85	$2,558.03	$729.52	$1,519.25	$2,323.55	$3,222.17	$4,103.70	$5,116.07
7 cubic yard	$425.55	$886.23	$1,383.10	$1,879.60	$2,441.76	$3,042.59	$851.10	$1,772.46	$2,766.21	$3,759.20	$4,883.52	$6,085.17

**** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Rates (Cost per Month per Bin)

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$47.63	$97.16	$148.59	$201.93	$257.18	$320.98	$95.26	$194.32	$297.18	$403.87	$514.37	$641.97
2 cubic yard	$95.25	$194.31	$303.48	$412.42	$525.25	$655.37	$190.50	$388.63	$606.95	$824.84	$1,050.49	$1,310.73
3 cubic yard	$142.88	$297.64	$455.21	$631.53	$804.31	$983.04	$285.76	$595.29	$910.44	$1,263.06	$1,608.62	$1,966.08
4 cubic yard	$190.51	$396.86	$619.62	$842.03	$1,072.41	$1,337.51	$381.01	$793.71	$1,239.23	$1,684.08	$2,144.82	$2,675.01
5 cubic yard	$243.17	$506.41	$774.52	$1,074.06	$1,367.90	$1,705.35	$486.34	$1,012.83	$1,549.04	$2,148.11	$2,735.81	$3,410.71
6 cubic yard	$291.81	$607.70	$929.42	$1,288.87	$1,641.48	$2,046.42	$583.62	$1,215.40	$1,858.84	$2,577.74	$3,282.96	$4,092.85
7 cubic yard	$340.44	$708.98	$1,106.48	$1,503.68	$1,953.40	$2,434.07	$680.88	$1,417.97	$2,212.96	$3,007.36	$3,906.82	$4,868.14

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD THIRTEEN
(Effective July 1, 2022 - June 30, 2023)

Compostables (Cost per Month per Bin)

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$47.63	$97.16	$148.59	$201.93	$257.18	$320.98	$95.26	$194.32	$297.18	$403.87	$514.37	$641.97
2 cubic yard	$95.25	$194.31	$303.48	$412.42	$525.25	$655.37	$190.50	$388.63	$606.95	$824.84	$1,050.49	$1,310.73
3 cubic yard	$142.88	$297.64	$455.21	$631.53	$804.31	$983.04	$285.76	$595.29	$910.44	$1,263.06	$1,608.62	$1,966.08
4 cubic yard	$190.51	$396.86	$619.62	$842.03	$1,072.41	$1,337.51	$381.01	$793.71	$1,239.23	$1,684.08	$2,144.82	$2,675.01
5 cubic yard	$243.17	$506.41	$774.52	$1,074.06	$1,367.90	$1,705.35	$486.34	$1,012.83	$1,549.04	$2,148.11	$2,735.81	$3,410.71
6 cubic yard	$291.81	$607.70	$929.42	$1,288.87	$1,641.48	$2,046.42	$583.62	$1,215.40	$1,858.84	$2,577.74	$3,282.96	$4,092.85

RATES GOVERNMENT BIN SERVICE CUSTOMERS (cont.)

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	$15.22	$30.42	$45.65	$60.84	$91.26	$106.47	$30.43	$60.85	$91.29	$121.68	$182.52	$212.94
Pick-Up Other than Regularly Scheduled Day	$27.03	$41.54	$56.19	$70.67	$97.16	$114.33	$54.06	$83.08	$112.37	$141.35	$194.33	$228.66

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Government customers are provided on Page H-1 of this Exhibit.

Rates for Miscellaneous Services for Government Bin and Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	$85.35
	Rate for rental of 4 cubic yard bin in excess of 7 days	$16.74
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	$61.44
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	$44.61
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	$7.73
Trip Charge (for Carts)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	$7.73
Overage Charge	Per cubic yard rate	$11.60
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded	$44.03
Lost Lock	Fee for replacing lost lock	$15.43
Steam Cleaning Bin	Charge per visit	$78.29
Steam Cleaning Cart	Charge per visit	$44.61

EXHIBIT A

RATES FOR DROP BOX AND COMPACTOR CUSTOMERS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.
*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	
Container Size	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	$222.97	Not Available	$222.97	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	$891.88	Not Available	$535.13	Disposal or processing costs for actual tonnage collected
15 cubic yards	$371.56	$1,114.86	$222.97	$668.91	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	$1,189.18	Not Available	$713.51	Disposal or processing costs for actual tonnage collected
20 cubic yards	$495.49	$1,486.48	$297.30	$891.89	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	$1,783.77	Not Available	$1,070.26	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	$1,858.09	Not Available	$1,114.86	Disposal or processing costs for actual tonnage collected
30 cubic yards	$743.23	$2,229.71	$445.94	$1,337.83	Disposal or processing costs for actual tonnage collected
40 cubic yards	$990.99	$2,972.95	$594.59	$1,783.77	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton
Solid Waste	$39.51
Recyclables	$0.00
Compostables	$39.51
Brick	$35.50
Dirt*	$45.50
Wood*	$100.50
Treated Wood Waste (minimum charge of $400.00)*	$135.00
Metal	$118.00
Christmas Trees	$34.65
Concrete*	$35.50
Construction and demolition debris (mixed)	$103.95

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change. Per-ton rates for these materials shall be equal to the gate rate posted at Vasco Road landfill for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

Rates for Miscellaneous Service for Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	$121.91
Certificate of Destruction	All box sizes	$446.42
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	$4.87
Environmental Fee	Rate charged at landfill - per load for Dirt Boxes.	$18.00
Fuel Fee	Rate charged at landfill for Dirt Boxes.	Variable
Hard to Handle Loads	Per charges from landfill on weight ticket.	$488.00
Impound Fee	Per item	$168.81
Mattresses	Per item	$99.00
Placement Charge	All box sizes	$65.80
Relocation Fee	All box sizes	$98.22
Special Handling Fee	Per charges from landfill on weight ticket.	$488.00
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	$88.06
Steam Cleaning - Compactor	All box sizes	$162.69
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	$52.50
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	$70.00
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	$118.00

EXHIBIT A

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD THIRTEEN
(Effective July 1, 2022 - June 30, 2023)

RATES FOR GOVERNMENT RCI CERTIFICATION/LEED PROJECTS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.
*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Recycling and C&D Materials	
Container Size	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	$111.49	Disposal or processing costs for actual tonnage collected
15 cubic yards	$185.78	Disposal or processing costs for actual tonnage collected
20 cubic yards	$247.75	Disposal or processing costs for actual tonnage collected
30 cubic yards	$371.62	Disposal or processing costs for actual tonnage collected
40 cubic yards	$495.49	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton	Minimum
Wood Debris	$47.00	$110.00
Wood Debris Mixed	$85.00	$110.00
Demolition Debris	$85.00	$110.00
Demolition Debris Mixed	$85.00	$110.00
Construction Debris	$85.00	$110.00
Construction Debris Mixed	$85.00	$110.00
Concrete Mixed	$63.00	$110.00
Concrete Oversized	$130.00	$130.00
Cardboard Office Paper	$15.00	$15.00

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change. Per-ton rates for these materials shall be equal to the gate rate posted at Zanker landfill for each material type.

Rates for Miscellaneous Service for RCI Certification Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	$121.91
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	$4.87
Placement Charge	All box sizes	$65.80
Relocation Fee	All box sizes	$98.22
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	$88.06

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD THIRTEEN
(Effective July 1, 2022 - June 30, 2023)

EXHIBIT A

RATES FOR RCI CERTIFICATION/LEED PROJECTS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.
*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Recycling and C&D Materials	
Container Size	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	$222.97	Disposal or processing costs for actual tonnage collected
15 cubic yards	$371.56	Disposal or processing costs for actual tonnage collected
20 cubic yards	$495.49	Disposal or processing costs for actual tonnage collected
30 cubic yards	$743.23	Disposal or processing costs for actual tonnage collected
40 cubic yards	$990.99	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton	Minimum
Wood Debris	$47.00	$110.00
Wood Debris Mixed	$85.00	$110.00
Demolition Debris	$85.00	$110.00
Demolition Debris Mixed	$85.00	$110.00
Construction Debris	$85.00	$110.00
Construction Debris Mixed	$85.00	$110.00
Concrete Mixed	$63.00	$110.00
Concrete Oversized	$130.00	$130.00
Cardboard Office Paper	$15.00	$15.00

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Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	$121.91
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	$4.87
Placement Charge	All box sizes	$65.80
Relocation Fee	All box sizes	$98.22
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	$88.06

EXHIBIT A

RATES FOR GOVERNMENT DROP BOX AND COMPACTOR CUSTOMERS

(Qualifying Government Customers include Federal and State facilities located with in the City of Livermore)

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	
Container Size	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	$111.49	Not Available	$111.49	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	$445.94	Not Available	$267.57	Disposal or processing costs for actual tonnage collected
15 cubic yards	$185.78	$557.43	$111.49	$334.46	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	$594.59	Not Available	$356.75	Disposal or processing costs for actual tonnage collected
20 cubic yards	$247.75	$743.24	$148.65	$445.94	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	$891.88	Not Available	$535.13	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	$929.05	Not Available	$557.44	Disposal or processing costs for actual tonnage collected
30 cubic yards	$371.62	$1,114.86	$222.97	$668.92	Disposal or processing costs for actual tonnage collected
40 cubic yards	$495.49	$1,486.47	$297.30	$891.88	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

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Dirt*	$45.50
Wood*	$100.50
Treated Wood Waste (minimum charge of $400.00)*	$135.00
Metal	$118.00
Christmas Trees	$34.65
Concrete*	$35.50
Construction and demolition debris (mixed)	$103.95

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Impound Fee	Per item	$168.81
Mattresses	Per item	$99.00
Placement Charge	All box sizes	$65.80
Relocation Fee	All box sizes	$98.22
Special Handling Fee	Per charges from landfill on weight ticket.	$488.00
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	$88.06
Steam Cleaning - Compactor	All box sizes	$162.69
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	$52.50
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	$70.00
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	$118.00

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

THIS FIRST AMENDMENT (the "Amendment") is made and entered into this ____ day of _____, 2022, by and between the City of Livermore ("City"), a municipal corporation, and Livermore Sanitation, Inc. ("Contractor"), a California corporation.

RECITALS

On April 27, 2020, City and Contractor entered into that certain Third Amended and Restated Agreement for Solid Waste, Recyclable Materials, and Compostable Materials Services ("Original Agreement"). Article 13, section 13.5 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Contractor desire to amend the Original Agreement to fund additional contributions to the rate reserve account described by Article 8, section 8.2 of the Original Agreement. This Amendment is the first amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

Article 8, section 8.2 B of the Original Agreement is amended to read as follows:

B. **Rates for Rate Period Eleven and Twelve**. Rates for Rate Periods Eleven and Twelve were determined by Contractor and City Contract Manager and were approved by City Council resolution at the time of the execution of this Agreement and are reflected in Exhibit H to the Agreement. The Rates for Rate Period Eleven are effective January 1, 2021 through June 30, 2021. The Rates for Rate Period Twelve are effective July 1, 2021 through June 30, 2022. Rates for Rate Periods Eleven and Twelve shall not be adjusted to reflect either increases or decreases in costs from those anticipated by Contractor; provided, however, that if any adjustments for Rate Period Eleven or Rate Period Twelve are warranted under Section 8.4 or 8.5, such adjustments will be made retroactively in Rate Period Thirteen. Rates for Rate Periods 13 and beyond shall be determined in accordance with Section 8.3 and, to the extent applicable, Sections 8.4 and 8.5.

As an inducement to enter this Agreement, Contractor offered City to have no rate adjustment from Rate Period Ten to Rate Periods Eleven and Twelve. Rather than have no increase and then a disproportionately high increase to rates in Rate Period Thirteen, the City and Contractor agreed to a rate increase in Rate Periods Eleven and Twelve with the difference between the approved increase and the no increase alternative offered by Contractor contributed to a rate reserve fund retained by the

Contractor (the "rate reserve"), until such funds were earned by the Contractor through a lesser increase to rates calculated in accordance with this Agreement or through the Contractor's incurring costs for services and programs not contemplated in this Agreement and not otherwise provided for in this Agreement.

In order to determine the difference between the approved increase and the no increase alternative offered by Contractor, at the time rates are determined, Contractor will provide a projection, with supporting information, of Gross Rate Revenues (with and without the approved rate increase). For example, if the Gross Rate Revenues in Rate Period 11 without a rate increase were projected to be $28,000,000, and the approved rate increase were 2.0%, then the projected Gross Rate Revenues would be $28,560,000 and the anticipated deposit to the rate reserve would be $560,000 which equals 1.96% ($560,000/28,560,000).

At the end of Rate Periods 11 and 12, Contractor shall provide a report of Actual Gross Rate Revenues. For example, if at the end of Rate Period 11 the Gross Rate Revenues were $28,750,000, then the Gross Rate Revenue would be multiplied by the 1.96% resulting in $563,500 being contributed to the rate reserve. Alternatively, should the Rate Period 11 Gross Rate Revenues be $28,250,000, then this amount would be multiplied by the 1.96% resulting in $553,700 being contributed to the rate reserve.

Starting in Rate Period 13 at the City's discretion, the Contractor may be compensated from the rate reserve for any rate adjustment less than that calculated in accordance with the annual adjustment process or under Sections 8.4 or 8.5. For example, if the rate reserve is used to offset a rate increase in Rate Period 13 the rate adjustment process resulted in a revenue requirement of $29,000,000 corresponding to a rate increase of 3.5% ($1,015,000), and the approved rate increase were 2.0% (corresponding to $580,000), then the difference of $435,000 1.50% ($435,000/$29,000,000) would be contributed from the rate reserve. If at the end of Rate Period 13 the Gross Rate Revenues were $29,500,000, it would be multiplied by the 1.50% resulting in $442,500 being earned by the Contractor and subtracted from the rate reserve. Alternatively, should the Rate Period 13 Gross Rate Revenues be $28,540,000, then this amount would be multiplied by the 1.5% resulting in $428,100 being subtracted from the rate reserve. The Parties agree that the rate reserve funds will be used by the end of the initial term of the Agreement, before the end of Rate Period 20 on June 30, 2030.

Rates for Rate Period Thirteen. The Rates for Rate Period Thirteen (13) are effective July 1, 2022 through June 30, 2023. Rates for Rate Periods 14 and beyond shall be determined in accordance with Section 8.3 and, to the extent applicable, Sections 8.4 and 8.5.

Contractor submitted the required rate adjustment application indicating a baseline Rate increase of 0.58% is necessary.

For Rate Period 13, the City did not opt to compensate the Contractor from the rate reserve fund. Instead, rather than have a small increase and then a disproportionately high increase to rates in Rate Period Fourteen and beyond due to anticipated future costs related to inflation, labor, and new state regulation, the City and Contractor agreed to an additional 1.42% rate increase in Rate Period Thirteen, for a total increase of 2%.

The revenue generated by the difference between the approved 0.58% increase and the 2% increase will be contributed to a rate reserve fund retained by the Contractor (the "rate reserve"), until such funds were earned by the Contractor through a lesser increase to rates calculated in accordance with this Agreement or through the Contractor's incurring costs for services and programs not contemplated in this Agreement and not otherwise provided for in this Agreement.

In order to determine the difference between the additional 1.42% increase and the 0.58% increase, at the time rates are determined, Contractor will provide a projection, with supporting information, of Gross Rate Revenues (with and without the additional 1.42% rate increase).

At the end of Rate Period 13, Contractor shall provide a report of Actual Gross Rate Revenues. For example, if the Gross Rate Revenues in Rate Period 13 without a rate increase were projected to be $30,000,000, and the additional rate increase is 1.42%, then the projected Gross Rate Revenues would be $30,426,000 and the anticipated deposit to the rate reserve would be $426,000 which equals 1.42% ($426,000/$30,426,000).

Starting in Rate Period 14 at the City's discretion, the Contractor may be compensated from the rate reserve for any rate adjustment less than that calculated in accordance with the annual adjustment process or under Sections 8.4 or 8.5. The Parties agree that the rate reserve funds will be used by the end of the initial term of the Agreement, before the end of Rate Period 20 on June 30, 2030.

2. These amendments are prospective and only apply to the Services rendered by Contractor 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 therefor, the parties have executed this Amendment effective on the date first written above.

CONTRACTOR:

By: Louie Pellegrini
Title: President

Dated: 4-26-2022

CITY OF LIVERMORE:

Marc Roberts
City Manager

Dated:

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

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.

6.1	Hearing to consider a request for Site Plan Design Review and Vesting Tentative Tract Map to develop the northwest corner of North Canyons Parkway and Triad Place. The development consists of three-story condominium buildings with 112 total units, including 22 units affordable to median and moderate-income levels, and 12 accessible units. The applicant has submitted for a density bonus under Government Code section 65915. Material: PowerPoint Presentation
6.2	Hearing to authorize negotiation of a Development Agreement with Isabel Portola Owner, LLC for a mixed-use project with residential, office, and neighborhood-serving commercial uses within the Isabel Neighborhood Specific Plan. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

Isabel Neighborhood Specific Plan - Triad Condominiums

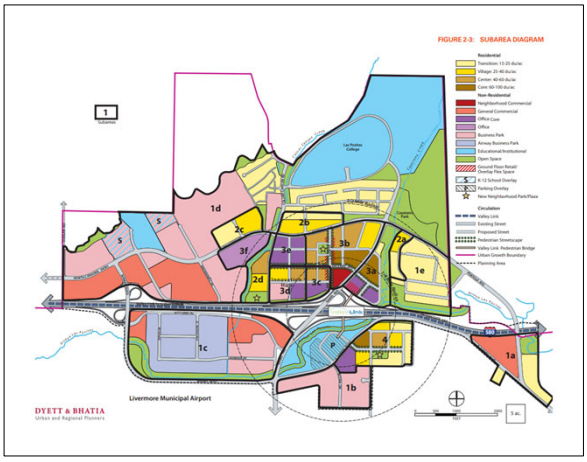
Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005

City Council

May 9, 2022

1

Background







LIVERMORE
CALIFORNIA

2

Site Context and Project Description





LIVERMORE

3

Site Plan and Landscaping



LIVERMORE

4

Architecture and Compatibility

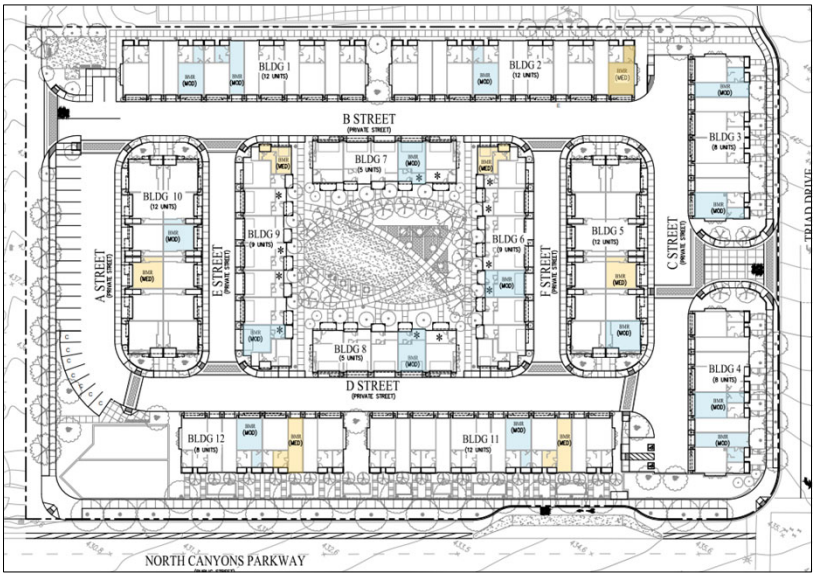




LIVERMORE

5

Housing and Affordability



LIVERMORE

6

Sustainability









LIVERMORE

7

Recommendation

The Planning Commission and staff recommend the City Council:

1. Adopt a resolution finding that the project is exempt from CEQA under CEQA Guidelines Sections 15182 (c) and 15183; and

2. Adopt a resolution approving Site Plan Design Review (SPDR) 21-003 and Vesting Tentative Tract Map (VTTM) 8609 – Subdivision (SUB) 21-005, together with the requested Density Bonus incentive/concession, subject to the attached Conditions of Approval.

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8

Authorization to Negotiate Development Agreement (DA 22-001) with Isabel Portola Owner, LLC

Presented by:

Ashley Vera, Associate Planner

May 9, 2022

LIVERMORE CALIFORNIA

1

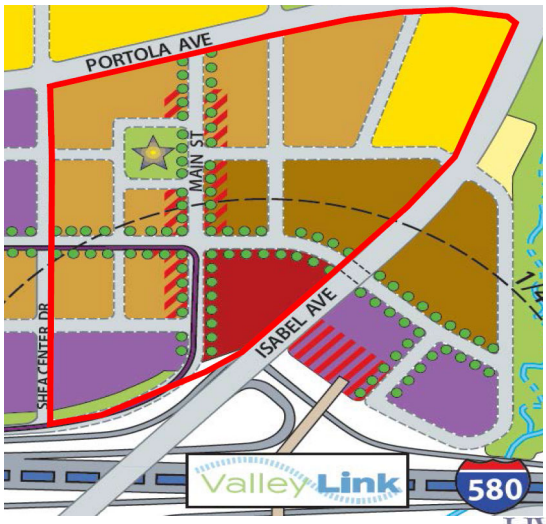
Project Site



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2

Isabel Neighborhood Specific Plan
Land Use



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3

Development Agreement Negotiation Topics

- Terms
- Land Uses
- Development intensity
- Provisions for public uses
- Amenities
- Performance Schedules

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4

Staff Recommendation

Staff recommends the City Council adopt a resolution authorizing:

- Staff to proceed with negotiating draft terms for a Development Agreement (DA 22-001) to be considered by the City Council

LIVERMORE CALIFORNIA

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Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type
Mayor Woerner	4/27/2022	Livermore Chamber of Commerce		Board Meeting
Mayor Woerner	5/2/2022	Tri Valley Cities Councils		Mayors, Managers & Liaisons
Mayor Woerner	5/4/2022	Livermore Chamber of Commerce		Business Alliance Meeting
Mayor Woerner	5/4/2022	COVID 19 Community Advisory Group	https://covid-19.acgov.org/community-advisory-group	Advisory Body

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type	Committee Report: Summary
Vice Mayor Bonanno	4/26/2022	Tri-Valley Water Liaisons Meeting		Committee	Received report from Zone 7 on water supply, drought and conservation
Vice Mayor Bonanno	4/26/2022	Water Agencies Round Table Liaison Committee			
Vice Mayor Bonanno	4/26/2022	Climate Action Subcommittee			
Vice Mayor Bonanno	4/27/2022	Downtown Subcommittee			
Vice Mayor Bonanno	4/28/2022	Alameda County Transportation Commission (ACTC)	https://d3n9y02raazwpg.cloudfront.net/alamedactc/1077aae2-aac0-11ec-8a90-0050569183fa-abb6aa12-d2c6-4f47-b79b-94121c557222-1651126277.pdf	Commission	
Vice Mayor Bonanno	5/2/2022	Livermore-Amador Valley Transit Authority	https://www.wheelsbus.com/meeting/board-of-directors-meeting-101/	Board	
Vice Mayor Bonanno	5/4/2022	Advisory Board Interviews			Interviewed applicants for Historic Preservation, Housing Authority, Library, LAYAC and Beautification board/committees
Vice Mayor Bonanno	5/9/2022	Alameda County Transportation Commission (ACTC)	https://d3n9y02raazwpg.cloudfront.net/alamedactc/3c8ba339-c651-11ec-a5da-0050569183fa-abb6aa12-d2c6-4f47-b79b-94121c557222-1651533407.pdf	Programs and Projects Committee (PPC)	

Council Member	Committee Meeting Date	Committee	Meeting Type	Committee Report: Summary
Council Member Carling	4/27/2022	Stop Waste	board meeting	
Council Member Carling	4/28/2022		Arbor Day tree planting	
Council Member Carling	4/28/2022		Farmers' market	
Council Member Carling	4/28/2022		Award celebration	Tri-Valley Non Profit Alliance award celebration
Council Member Carling	5/4/2022		Legislative	Legislative day in Sacramento with Tri-Valley Cities
Council Member Carling	5/5/2022	Innovation Tri-Valley	Ceremony	Game Changers/Risk Takers luncheon and award ceremony

LIVERMORE
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CITY COUNCIL STAFF REPORT **ITEM NO. 10.2**

DATE: May 9, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Items Received at the Meeting

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

From:	Laning Thompson
To:	Cityclerk - Livermore
Subject:	Comment on item 5.5 in the Consent Calendar
Date:	Monday, May 9, 2022 7:03:09 PM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

"As an officer of Interfaith Housing, I would like to thank the City for all its support, financial and otherwise, of the senior apartment project we are building at the end of Pacific Avenue in partnership with Satellite Affordable Housing Associates. These additional funds will help us reach the amount we need to amass for the construction of our two-phase, 140 apartment project."

Thanks,
Laning Thompson

From: noreply@granicusideas.com
To: Cityclerk - Livermore
Subject: New eComment for City Council - Regular Hybrid
Date: Monday, May 9, 2022 1:54:17 PM

SpeakUp

New eComment for City Council - Regular Hybrid

Emily Buttler submitted a new eComment.

Meeting: City Council - Regular Hybrid

Item: 5.7) Resolution authorizing the execution of Project and Program Grant Agreements consistent with the city's Public Art Policy.

eComment: As a student of LHS, I'd like to voice my support of Exhibit D. [Insert FUTURE Here] is a piece that really resonates with the experience and struggles of today's youth, and the writers have such an unique voice and perspective that deserved to reach more people.

View and Analyze eComments

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