LIVERMORE
CALIFORNIA

CITY COUNCIL
REVISED AGENDA
AGENDA
MONDAY, MAY 23, 2022

*Due to a Declaration of Local Emergency this meeting will be held VIRTUALLY ONLY.
*Item 2.1 has been revised and Item 6.4 has been added to the agenda.

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/82412447966
Zoom dial in phone number:
1 669 900 6833
Meeting ID: 824 1244 7966

~~**TELECONFERENCE LOCATION:**~~
~~Notice is hereby given that Council Member Kiick will be participating in the meeting via teleconference at 1052 S. Livermore Avenue.~~

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

1. 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

2. PROCLAMATIONS AND PRESENTATIONS

2.1 Confirmation of Advisory Body Appointments to the Beautification Committee, Historic Preservation Commission, Library Board of Trustees, Livermore Housing Authority, and the Livermore Area Youth Advisory Commission.

Recommendation:
The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments for the Beautification Committee, Historic Preservation Commission, Library Board of Trustees, Livermore Housing Authority, and the Livermore Area Youth Advisory Commission and direct the City Clerk to schedule individual meetings with all new members to administer the oath of office.

Staff Report

3. 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.

4. 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.

4.1 Approval of draft minutes - April 25, 2022 Regular Meeting.

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

Staff Report
Attachments:
1. 2022-04-25 Draft Minutes

4.2 Resolution authorizing the City Manager to execute a First Amendment to the On-Call Engineering Services Agreement with Ruggeri-Jensen-Azar, increasing the contract not-to-exceed amount to $1,200,000 and extending the term of the Agreement for one year.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a First Amendment to the Engineering Services Agreement with Ruggeri-Jensen-Azar for on-call engineering services. The First Amendment extends the term of the agreement until December 31, 2023, and increases the not-to-exceed contract maximum from $600,000 to a total not-to-exceed of $1,200,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - First Amendment to Engineering Services Agreement

4.3 Resolution authorizing a Third Amendment to the Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area with the Livermore Stockmen's Rodeo Association.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the Third Amendment to the Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area with the Livermore Stockmen's Rodeo Association.

Staff Report
Attachments:
1. Downtown Plan
2. Resolution
3. Exhibit A- Third Amendment - Rodeo Grounds and Sunken Garden Area

4.4 Resolution authorizing an appropriation of $2,400,000 of City Affordable Housing Trust Funds for the acquisition, predevelopment, feasibility, and redevelopment of the property located at 2346 Walnut Street for use as a substance abuse disorder and medication treatment facility and execution of funding agreements and related documents between the City of Livermore the Housing Consortium of the East Bay (HCEB).

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Appropriating up to $2,400,000 of City Affordable Housing Trust Funds to Housing Consortium of the East Bay (HCEB) for acquisition expenses, predevelopment costs and feasibility analysis associated with the purchase and redevelopment of the property

located at 2346 Walnut Street.
2. Authorizing the City Manager, or their designee, to execute the Bridge Loan Agreement and all other related documents authorized and described in that agreement.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - 2346 Walnut Loan Agreement

4.5 Resolution adopting the City of Livermore Salary Plan as of June 2022, in accordance with California Code of Regulations, Title 2, Section 570.5.

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

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

5. PUBLIC HEARINGS

5.1 Hearing to authorize a Disposition and Development Agreement (DDA) with Shakespeare's Associates, Inc., including sale of City property for development of a Black Box theater, and authorizing the City Manager to execute the DDA and all related documents necessary to implement the DDA.

Recommendation:
Staff recommends the City Council adopt resolutions and direct the following:
1. Declaring that Parcel A of Parcel Map 11239 is exempt from the Surplus Land Act as defined in Government Code Section 54234(a)(1); and
2. Finding that the Disposition and Development Agreement (DDA) with Shakespeare's Associates Inc., attached hereto as Exhibit A, is within the scope of the 2004 Downtown Specific Plan Environmental Impact Report and the 2009 Downtown Specific Plan Subsequent Environmental Impact Report and the addendums adopted by City Council on September 10, 2018 by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178, and authorizing the City Manager to execute the DDA and all documents necessary to implement the DDA.

Staff Report
Attachments:
1. Resolution - Surplus Land
2. Resolution - CEQA and Agreement
2. Exhibit A - Disposition and Development Agreement

6. MATTERS FOR CONSIDERATION

6.1 Discussion and direction regarding Tri-Valley Conservancy's request for the City of Livermore to sponsor a ballot initiative to protect water quality and agriculture in the South Livermore Valley

Recommendation:
Staff recommends the City Council discuss and direct staff to prepare final language for a ballot initiative to protect water quality and agriculture in the South Livermore Valley.

Staff Report
Attachments:
1. Draft Initiative

6.2 Discussion and direction regarding the Draft 2023-2031 Housing Element

Recommendation:
Staff recommends the City Council provide feedback on the Draft 2023-2031 Housing Element.

Staff Report
Attachments:
1. Draft Livermore 2023-2031 Housing Element - May 2022

6.3 Resolution authorizing execution of an Amended and Restated Disposition, Development and Loan Agreement ("DDLA") with Eden Housing, Inc. for development of the Downtown Multi-family Housing Site, and authorizing the City Manager to execute the documents, agreements and specific authorities described in the DDLA.

Recommendation:
Staff recommends City Council adopt resolutions:

1. Declaring that Parcel 1 of Tract Map 8574 (APN 098- 0289-22) is exempt from the Surplus Land Act as defined in Government Code Section54234(a)(1);
2. Finding the Amended and Restated Disposition, Development and Loan Agreement with Eden Housing, Inc. for Development of the Downtown Multi-family Housing Site (a portion of APN 098-0289-022-0) is within the scope of the Specific Plan EIR, dated February 9, 2004 (SCH No.: 2003032038), the Specific Plan Subsequent EIR, dated March 30, 2009 (SCH No.: 2008092085), and the Specific Plan Subsequent EIR Addenda adopted by City Council on September 10, 2018 by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178; and
3. Authorizing the City Manager to execute the Amended and Restated Disposition, Development and Loan Agreement, and granting the authority to execute the final documents and agreements referenced in the DDLA, as well as the specific delegations of authority set forth in the DDLA.

Staff Report
Attachments:
1. Resolution - Surplus Land
2. Resolution - CEQA and Agreement
3. Exhibit A - Amended and Restated Disposition, Development, and Loan Agreement

6.4 Declaration of Local Emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361

Recommendation:
Staff recommends the City Council adopt a resolution ratifying the City Manager's Proclamation finding the existence of a Local Emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.
Staff Report
Attachments:
1. Resolution
2. Exhibit A to the Resolution

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

8. CLOSED SESSION

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

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

D.L. Falk Construction Inc. v. City of Livermore, Alameda County Superior Court Case No. RG20079788

8.2 Conference with Labor Negotiator, Conference Joint Powers Agency Confidential Information.

To meet with Senior Human Resources Analyst Kristen Hilton and Art Hartinger, the City's and the Livermore-Pleasanton Fire Department's negotiators, pursuant to Government Code sections 54957.6 and 54956.96, regarding the Livermore-Pleasanton Fire Department Joint Powers Authority's negotiations, as well as the impasse and factfinding hearing, with The International Association of Firefighters, Local 1974, AFL-CIO-CLC.

REPORT OF ACTION TAKEN IN CLOSED SESSION

9. ADJOURNMENT

To a Regular City Council meeting on Monday, June 13, 2022 at 7:00 pm, ~~Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and~~ held virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.
Staff Report

Attachments:
1. Supplemental Materials

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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/82412447966
Zoom dial in phone number: 1 669 900 6833
Meeting ID: 824 1244 7966

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. 2.1**

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Confirmation of Advisory Body Appointments to the Beautification Committee, Historic Preservation Commission, Library Board of Trustees, Livermore Housing Authority, and the Livermore Area Youth Advisory Commission.

RECOMMENDED ACTION

The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments for the Beautification Committee, Historic Preservation Commission, Library Board of Trustees, Livermore Housing Authority, and the Livermore Area Youth Advisory Commission and direct the City Clerk to schedule individual meetings with all new members to administer the oath of office.

SUMMARY

On May 4, 2022, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Beautification Committee, Historic Preservation Commission, Library Board of Trustees, Livermore Housing Authority, and the Livermore Area Youth Advisory Commission, and have submitted their recommendation for City Council consideration and appointment.

DISCUSSION

On May 4, 2022, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Beautification Committee, Historic Preservation Commission, Library Board of Trustees, Livermore Housing Authority and the Livermore Area Youth Advisory Commission and recommends confirmation of the following appointments:

Beautification Committee
Appointment of the following individual to an unexpired term ending June 1, 2023

- Karen Jefferson

Historic Preservation Commission
Appointment of the following individual to an unexpired term ending May 1, 2025

- Donald Smith

Appointment of the following individual to a regular term ending May 1, 2026

- Rick Hanan

Library Board of Trustees
Reappointment of the following individual to a regular term ending June 1, 2025

- Lainie Pascall

Appointment of the following individual to a regular term ending June 1, 2025

- Mariana Guzzardo

Livermore Housing Authority
Appointment of the following individual to an unexpired term ending January 1, 2024

- Marvin Evans

Livermore Area Youth Advisory Commission (LAYAC)
Reappointment of the following individual to a regular term ending September 1, 2024

- Heather Mackey (Adult)

Appointment of the following individuals to a regular term ending September 1, 2024

- Randolph Pico (Youth)
- Samaira Grover (Youth)
- Gurprem Singh (Adult)

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

FISCAL AND ADMINISTRATIVE IMPACTS

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

ATTACHMENTS

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 4.1**

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Approval of draft minutes - April 25, 2022 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2022-04-25 Draft Minutes

Prepared by: Marie Weber
City Clerk

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL
APRIL 25, 2022

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor Bob Woerner at 6:30 pm, held in-person at 1016 S Livermore Avenue and virtually 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.

There were no speakers and the hearing was closed.

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Real Property Negotiator. To meet with Paul Spence and Steve Stewart, the City's negotiators pursuant to Government Code section 54956.8, regarding the purchase, sale, exchange, or lease of real property at Assessor's Parcel Numbers 098-0289-024-00 and 098-0289-025-00. The City negotiators may negotiate with Lisa Tromovitch on behalf of the Shakespeare's Associates, Inc., a California nonprofit corporation. The instructions will concern price and terms of payment in furtherance of the exclusive negotiation rights agreement first authorized by the City Council on June 18, 2018.

REGULAR MEETING

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

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala said there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring May 2022 as Drinking Water Awareness Month presented to representatives from Zone 7 Water Agency, California Water Service (Cal Water), and Livermore Municipal Water.

Recommendation: Staff recommended the City Council declare May 2022 as Drinking Water Awareness Month, recognizing the joint efforts of Livermore Municipal Water, Zone 7 Water Agency, and California Water Service (Cal Water) to provide this vital service to our community.

MAYOR WOERNER AND VICE MAYOR BONANNO PRESENTED THE PROCLAMATION.

3.2 Presentation of the 2022 Livermore Water Conservation Art Contest awards

Recommendation: Staff recommended City Council present awards to the winners of this year's Livermore Water Conservation Art Contest.

MAYOR WOERNER AND VICE MAYOR BONANNO PRESENTED THE AWARDS.

3.3 Livermore Area Youth Advisory Commission annual update presented by Commission Chair Evelyn Arroyo

Recommendation: Staff recommended City Council accept the Livermore Area Youth Advisory Commission annual update.

THE CITY COUNCIL RECEIVED THE PRESENTATION.

3.4 Proclamation declaring May as Affordable Housing Month presented to East Bay Housing Organizations.

Recommendation: Staff recommended the City Council declare May as Affordable Housing Month.

MAYOR WOERNER AND VICE MAYOR BONANNO PRESENTED THE PROCLAMATION.

4. CITIZENS FORUM

Mayor Woerner opened the public comment period.

Alan provided a comment.

Joseph McThorn provided a comment.

Stacey Kenison provided a comment.

Gabriela Gonzalez provided a comment.

Amber provided a comment.

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

5. CONSENT CALENDAR

Mayor Woerner opened the public comment period.

Item 5.7 **John Marchand** provided a comment.

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

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

5.1 Adoption of Ordinance 2134 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 adopt 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).

5.2 Adoption of Ordinance 2135 amending Title 5 and adding Chapter 5.60 Outdoor Dining Permit to the Livermore Municipal Code.

Recommendation: The Planning Commission and staff recommended the City Council adopt an ordinance adding section 5.60 to the Livermore Municipal Code. The purpose of the Ordinance is to codify an Outdoor Dining Permit and facilitate enforcement through administrative due process.

5.3 Resolution 2022-057 authorized amendments to contracts C9801130 and C9802006 with the State Department of Parks and Recreation for grant funds allocated to the Arroyo Road Trail (T-13, Segment B), Project No. 2019-55.

Recommendation: Staff recommended the City Council adopt a resolution:
1. Approving the Amendments to Contract No. C9801130 and C9802006 with the State of California under the Per Capita Grant Program in the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018; and
2. Authorizing the City Manager or designee to sign all grant documents for the Per Capita Grant Funds.

5.4 Resolution 2022-058 approved and appropriated the allocation of Community Development Block Grant, Home Investment Partnership Program, Social Opportunity Endowment, In-Lieu Housing, Human Services Facility Fee and General Funds in the total amount of $1,000,200 for FY 2022-23.

Recommendation: Staff recommended the City Council adopt a resolution appropriating $1,000,200 as listed below and authorize the City Manager to negotiate and execute all related documents, grant agreements, and modifications.
1. Community Development Block Grant Funds (Fund 613) in the amount of $432,000
2. HOME Investment Partnership Program Funds (Fund 671) in the amount of $139,500
3. Social Opportunity Endowment Funds (Fund 620) in the amount of $80,000
4. Human Service Facility Fee Funds (Fund 333) in the amount of $119,700
5. In-Lieu Housing Funds (Fund 611) in the amount of $209,000
6. General Funds (Fund 001) in the amount of $20,000

5.5 Resolution 2022-059 authorized execution of an Affordable Housing Loan Agreement, Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants and related documents with Tri-Valley REACH, Inc. for repairs and updates to an affordable group home located at 4355 Colgate Avenue

Recommendation: Staff recommended the City Council adopt a resolution:
1. Authorizing a loan to Tri-Valley REACH, Inc. in the amount of $91,768 in State Permanent Local Housing Allocation (PLHA) to assist with the rehabilitation of 4355 Colgate Avenue; and
2. Authorizing the City Manager to execute the Affordable Housing Loan Agreement attached as Exhibit A to the Resolution and the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants attached as Exhibit B to the Resolution, between the City of Livermore and Tri-Valley REACH, Inc. for 4355 Colgate Avenue and all other related documents authorized and described in those agreements.

5.6 Resolution 2022-060 authorized execution of an agreement with DarkTrace Holding Limited for cybersecurity services in an amount not-to-exceed $437,000

Recommendation: Staff recommended City Council authorize execution of the agreement with DarkTrace Holding Limited for cybersecurity services in an amount not-to-exceed $437,000.

5.7 Resolution 2022-061 endorsed the Alameda County Home Together 2026 Implementation Plan to address homelessness and acknowledging receipt of future homeless services funding must be consistent with the plan

Recommendation: Staff recommended City Council adopt a resolution:
1. Endorsing the Alameda County Home Together 2026 Implementation Plan to address homelessness.
2. Acknowledging that to receive future homeless services funding made available through the County, grants, programs, and services must be consistent with the Home Together 2026 Plan.

ITEM 5.8 WAS REMOVED FROM THE AGENDA

5.8 ~~Resolution appropriating $156,667 in additional funds in FY 2021-22 for the Joint Use Residential Recycled Water Fill Station.~~

~~Recommendation: Staff recommends that the City Council adopt a resolution appropriating $156,667 in additional funds in FY 2021-22 for the Joint Use Residential Recycled Water Fill Station.~~

5.9 Resolution 2022-062 designated the Administrative Services Director as the City Treasurer

Recommendation: Staff recommended City Council adopt a resolution designating the Administrative Services Director as the City Treasurer**.**

MAYOR WOERNER REORDERED THE AGENDA TO HEAR ITEM 7.3 IMMEDIATELY FOLLOWING THE CONSENT CALENDAR.

7.3 Resolution appointing and approving an employment contract with a new City Manager

Recommendation: Mayor Woerner recommended the City Council adopt a Resolution appointing Marianna Marysheva as City Manager and approving the employment contract**.**

Human Resources Manager Nancy Dias presented the staff report.

Mayor Woerner opened the public comment period.

There were no 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 2022-063 appointed and approved an employment contract with the City Manager.

6. PUBLIC HEARINGS

6.1 Hearing to consider the Community Development Block Grant (CDBG) and HOME Investment Partnership Program's Annual Action Plan for FY 2022-23 and authorizing submittal to the U.S. Department of Housing and Urban Development

Recommendation: The Human Services Commission and staff recommended the City Council adopt a resolution:
1. Approving the FY 2022-23 Annual Action Plan for the HOME Investment Partnership and Community Development Block Grant Programs and authorizing its submittal to Alameda County for inclusion with the Alameda County HOME Consortium report and submission to the U.S. Department of Housing and Urban Development (HUD); and
2. Authorizing the City Manager, or his designee, to sign all related documents, and to make adjustments to the Action Plan as needed based on the HUD allocation.

Management Analyst I Amy Walker 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 CM MUNRO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2022-064 approving the FY 2022-23 annual action plan and authorizing submittal to the U.S. Department of Housing and Urban Development.

6.2 Hearing to introduce 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 recommended the City Council introduce 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.

Captain Matthew Sarsfield presented the staff report.

Mayor Woerner opened the public hearing.

Anne Everton provided a comment.

Janie Dobbs provided a comment.

Cynthia Shon provided a comment.

Laurie Herbert provided a comment.

Kyoko provided a comment.

Mary Perner provided a comment.

Marilyn Dykstra provided a comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF MAYOR WOERNER, SECONDED BY CM MUNRO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL INTRODUCED THE FOLLOWING ORDINANCE:

Ordinance introduced amending Livermore Municipal Code Chapter 8.14 to add Safe Storage of Firearm provisions to the Public Nuisances Ordinance.

6.3 Hearing to receive and consider protests and direct staff to proceed with field abatement work on non-compliant properties under the 2022 Fire Hazard Abatement Program.

Recommendation: Staff recommended City Council consider all protests, and if Council finds appropriate, adopt a resolution overruling protests, and direct staff to proceed with necessary weed abatement on all parcels requiring abatement.

Fire Marshall Ryan Rucker presented the staff report.

Mayor Woerner opened the public hearing.

There were no speakers and the hearing was closed.

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

Resolution 2022-065 overruled protests and ordered the abatement of a public nuisance.

7. MATTERS FOR CONSIDERATION

7.1 Resolution approving the 2022 City of Livermore State and Federal Legislative Platform

Recommendation: Staff recommended the City Council adopt a resolution approving the 2022 City of Livermore State and Federal Legislative Platform.

Recommendation: Staff recommended the City Council xxxx

Assistant City Manager Christine Martin presented the staff report.

Mayor Woerner opened the public comment period.

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

THE CITY COUNCIL REQUESTED ADDITIONAL BRIEFINGS ON THIS TOPIC IN THE FUTURE SO THEY COULD MORE FULLY UNDERSTAND THE FUTURE LEGISLATION IMPACTED BY THESE DECISIONS.

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

Resolution 2022-066 adopting the 2022 State and Federal Legislative Platform for the City of Livermore

7.2 Update on the FY 2021-23 City Council Goals and Priorities and Equity and Inclusion workplan.

Recommendation: Staff recommended City Council receive an update on the FY 2021-23 Goals and Priorities and Equity and Inclusion workplan.

Recommendation: Staff recommended the City Council xxxx

Assistant City Manager Christine Martin presented the staff report.

City Manager Marc Roberts presented an update on the City Council Goals and Priorities.

Mayor Woerner opened the public comment period.

Kyoko provided a comment.

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

THE CITY COUNCIL RECEIVED THE UPDATE AND VM BONANNO REQUESTED A METRIC TO SHOW HOW SUCCESSFUL ADVISORY BODY RECRUITMENT OUTREACH IS.

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

San Joaquin Valley Regional Rail Authority Council Member Kiick noted her attendance at the April 13, 2022 meeting.

Tri-Valley Transportation Council Council Member Kiick noted her attendance at the May 9, 2022 meeting.

Vineyard 2.0 Vice Mayor Bonanno and Council Member Carling noted their attendance at the groundbreaking.

East Bay Community Energy Council Member Munro noted her attendance at the April 20, 2022 meeting.

Knights of Columbus Vice Mayor Bonanno noted her attendance at the banquet.

Quest Science Center Vice Mayor Bonanno noted her attendance at the event on April 23, 2022.

Ambulance Service Mayor Woerner requested that staff provide information regarding next steps to achieving better ambulance service in Livermore.

8. ADJOURNMENT – at 10:05 pm in memory of James Doggett to a Regular City Council meeting on Monday, May 9, 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. 4.2**

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing the City Manager to execute a First Amendment to the On-Call Engineering Services Agreement with Ruggeri-Jensen-Azar, increasing the contract not-to-exceed amount to $1,200,000 and extending the term of the Agreement for one year.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a First Amendment to the Engineering Services Agreement with Ruggeri-Jensen-Azar for on-call engineering services. The First Amendment extends the term of the agreement until December 31, 2023, and increases the not-to-exceed contract maximum from $600,000 to a total not-to-exceed of $1,200,000.

SUMMARY

The Engineering Division requires an on-call engineering consultant to provide services for civil engineering design, structural analysis, potholing and locating existing utilities, surveying existing topography, property, right-of-way and construction staking, right-of-way appraisals and negotiations, as well as preparation of civil engineering survey maps, legal descriptions, storm water pollution prevention plans, and assorted general drafting services in connection with a variety of City capital improvement projects and miscellaneous development projects. This First Amendment increases the not-to-exceed contract maximum from $600,000 to $1,200,000 and extends the term of the agreement to December 31, 2023.

DISCUSSION

On January 14, 2021, the City Council authorized the City Manager to execute an Engineering Design Service Agreement with Ruggeri-Jensen-Azar (Consultant) in the amount of $600,000 to provide on-call engineering services for a two-year term.

Ruggeri-Jensen-Azar has been instrumental in providing engineering support in a wide variety of tasks. These tasks include, but are not limited to: forming assessment districts for Trevarno Road, joint trench

design for Livermore Village, Foley Road realignment design, Caltrans permitting for the 2020 Street Resurfacing project, preparing civil design for the recycled water filling station, and preparing various maps for downtown development.

Staff is requesting to extend the original agreement through December 31, 2023, and increase the not-to-exceed amount stated in the original agreement from $600,000 to $1,200,000.

This amendment provides for on-call engineering design services for various projects in the Capital Improvement Plan. Potential projects include, but are not limited to: Springtown Boulevard traffic signal modifications, mapping revisions for Black Box Theater and Stockmen's Park, potholing and scanning for utilities and buried tanks in the downtown, completing bid documents for the Livermore Village Joint Trench Project, designing surface lot improvements in the downtown, and various surveys for capital improvement projects.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for services rendered under this agreement will be derived from the various capital improvement projects in the approved Capital Improvement Program, developer fees for various development projects for which consultant services are required, and engineering operating budget for miscellaneous consultant services. Therefore, no additional appropriation is necessary.

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment to Engineering Services Agreement

Prepared by: Saurabh Nijhawan
Associate Engineer

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 FIRST AMENDMENT TO THE ON-CALL ENGINEERING SERVICES AGREEMENT WITH RUGGERI-JENSEN-AZAR INCREASING THE NOT-TO-EXCEED AMOUNT TO $1,200,000 AND EXTENDING THE TERM OF THE AGREEMENT

On January 14, 2021, the City of Livermore ("City") and Ruggeri-Jensen-Azar ("Consultant") entered into an agreement for Consultant to provide civil engineering design, structural analysis, potholing and locating existing utilities, surveying existing topography, property, right- of-way and construction staking, right-of-way appraisals and negotiations, as well as preparation of civil engineering survey maps, legal descriptions, stormwater pollution prevention plans, and assorted general drafting services in connection with a variety of City capital improvement projects and miscellaneous development projects ("Original Agreement").

The City and Ruggeri-Jensen-Azar now desire to amend the Original Agreement to increase the not-to-exceed amount from $600,000 to $1,200,000. This proposed increase is required to provide services for an additional year. Additionally, the demand has increased for civil engineering services including plan and specification preparation, engineering analysis, stormwater plan preparation, surveying, mapping, structural evaluation, utility location, and right-of-way assistance. City and Consultant also now desire to amend the Original Agreement to extend the term of the agreement to December 31, 2023.

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

1. The City Council hereby authorizes the City Manager to execute the First Amendment to the Engineering Services Agreement with Ruggeri-Jensen-Azar, attached hereto as Exhibit A, to increase the not-to-exceed amount to $1,200,000, and to extend the term of the Agreement to December 31, 2023, for on-call engineering services.

2. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 23, 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:

_____
Tara Mazzanti
Assistant City Attorney

Exhibit A – On-Call Engineering Services Agreement

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS FIRST AMENDMENT, is made and entered into this ____ day of _____, 2022, by and between the City of Livermore, a municipal corporation ("City"), and Ruggeri-Jensen-Azar, a California Corporation ("Consultant").

RECITALS

On January 14, 2021, City and Consultant entered into an agreement for Consultant to provide engineering design services to on-call plan and speciication preparation, engineering analysis, stormwater plan preparation, surveying, mapping, structural evaluation, utility location, and right-of-way assistance for 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 Consultant desire to amend the Original Agreement to provide additional on-call engineering services as specified in the Original Agreement, increase the Consultant's compensation by $600,000, and extend the Term of the Agreement by one year to December 31, 2023. This is the First amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Subparagraph (a) of Section 6, "Compensation and Payment," of the Original Agreement is deleted and replaced with the following:

   (a) The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of $1,200,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered during 2021 and 2022 at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" of the Original Agreement. City shall compensate Consultant for the services rendered in 2023 at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A-1" of the First Amendment 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. Section 7 of the Original Agreement is amended to read as follows:

Term. The term of this Agreement commences on the Effective Date and terminates upon the depletion of funds or December 31, 2023, whichever occurs first.

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

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

[SIGNATURES ON FOLLOWING 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:



By: Eddie Sieu
Title: Principal In Charge

Dated: 4/13/2022

CITY OF LIVERMORE:

Marc Roberts
City Manager

Dated:

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhibit A-1

EXHIBIT A-1
FEE SCHEDULE
for
RUGGERI-JENSEN-AZAR

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES
(Effective Jan. 1, 2022 through Dec. 31, 2023)

Classification	Rates	
	2022	2023
Senior Project Manager	$255.00	$267.00
Project Manager	$240.00	$251.00
Senior Engineer	$228.00	$239.00
Associate Engineer	$213.00	$223.00
Engineer	$197.00	$206.00
Assistant Engineer	$171.00	$179.00
Senior Technician	$170.00	$177.00
Administrative Assistant	$100.00	$103.00
Field Survey Manager	$210.00	$220.00
2-Person Survey Crew	$299.00	$312.00
Principal	$262.00	$272.00

EXPENSE SCHEDULE

1. All outside expenses will be billed at actual Cost plus 15%, including:

- Delivery Service
- Reproduction
- Mileage- Auto
- Travel & Expenses

2. All Subconsultant fees will be billed at actual cost plus 10% up to $2,500 per Task Order.

3. All outside Agency fees will be billed at actual cost plus 10%.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 4.3**

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing a Third Amendment to the Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area with the Livermore Stockmen's Rodeo Association.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the Third Amendment to the Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area with the Livermore Stockmen's Rodeo Association.

SUMMARY

In 1962, the City and the Livermore Stockmen's Rodeo Association (Stockmen's Association) entered into an agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area (Agreement), which authorized the City's acquisition of an approximately 33-acre property located south of Pacific Avenue and to the north and east of Livermore Avenue known as the Civic Center property. The Agreement required the completion and dedication of a public park commemorating the contributions of the Stockmen and those who served in the armed forces of the United States.

On January 30, 2018, as part of the Downtown Planning process, the City and the Stockmen's Association amended the Agreement to include a public park called Stockmen's Park in the Downtown Plan to fulfill the City's obligation to construct a park dedicated to the Stockmen's Association ("First Amendment"). The parties recorded a park easement with certain portions to be designated as a "Cultural Facility Area" for the development of cultural facilities such as a black box theater, a science and society center, and open space support, and other portions to be designated as "Commercial Use Areas" for the development of commercial uses, with all uses to integrate with the park in an appealing manner but not overshadow the park or the memorial. In addition, the First Amendment authorized portions of the Civic Center property on Pacific Avenue to allow 140 or more units for seniors and/or veterans.

On September 27, 2019, the City and the Stockmen's Association approved a Second Amendment to the Agreement to adjust the edges of the Cultural Facility Use Area and the Commercial Use Areas in the park easement. In exchange for the adjustments, the City was required to obtain Association approval for the design and location of the cultural facility uses and the commercial uses to ensure that said uses do not overshadow the Park or the Memorial and integrate with the Park Area in an appealing manner. The parties also agreed to a revised Exhibit D which identified an adjusted Cultural Facility Use Area and Commercial Use Area within the park easement to ensure the vision and the terms of the Agreement, as amended, are implemented.

Staff recommends Council authorize a Third Amendment to the Agreement to authorize minor adjustments to the Stockmen's Park Easement boundaries in conformance with slight parcel boundary modifications needed to facilitate the development of the Downtown Plan and its commercial and cultural uses.

DISCUSSION

BACKGROUND

On January 8, 1962, the City acquired 33 acres of property south of Pacific Avenue and to the north and east of Livermore Avenue (Civic Center Property) from the Stockmen's Association. The purchase agreement authorizing the acquisition expressly stated the City was only allowed to use the property for public purposes in the best interest of the community. Specifically, the property was provided to the City for the development of the Civic Center and for parks and recreation facilities. The park on the property was to be designated as a permanent memorial by the Stockmen for the residents of the Murray and Pleasanton Townships who served in the armed forces of the United States. The existing Civic Center property includes the Library, City Hall, Police Station, Multi-Service Center, Tri-Valley Haven, and a photovoltaic field. The park and memorial were not constructed on the Civic Center property.

On October 26, 2020, the City Council approved Tract Map 8574 which subdivided the Downtown Plan area to facilitate the layout, placement, and development of the various cultural, commercial, and open space uses identified in the Stockmen's Agreement and Downtown Plan. On December 23, 2020, this map was formally recorded.

DISCUSSION

The Downtown Plan includes cultural and commercial uses integrated into the design of Stockmen's Park. The placement of these uses is intended to activate and complement the space, but not overshadow Stockmen's Park as stated in the Agreement.

Currently, the City is working with developers for the cultural and commercial use parcels to lock down building footprints and other required on-site improvements. This has created a need to make minor modifications to the parcel boundaries and the Park Easement through a Third Amendment to the Stockmen's Agreement. Modifications to the parcel boundaries are being completed through a Parcel Map Waiver, which requires the City to make minor adjustments to the Stockmen's Park Easement.

An amendment to the Park Easement is necessary to maintain consistency between uses and the new parcel boundaries. An Amendment to the Grant of Easement is identified as Exhibit D. Because the park easement is an exhibit to the Agreement, a Third Amendment to the Agreement with the Stockmen's

Rodeo Association is required. Staff has met with representatives from the Stockmen's Association, and they are in agreement with the proposed amendment.

FISCAL AND ADMINISTRATIVE IMPACTS

The Third Amendment would not result in additional fiscal or administrative impacts and would help facilitate implementation of the Downtown Plan.

ATTACHMENTS

1. Downtown Plan
2. Resolution
3. Exhibit A- Third Amendment - Rodeo Grounds and Sunken Garden Area

Prepared by: Mike Pato
Engineering Specialist

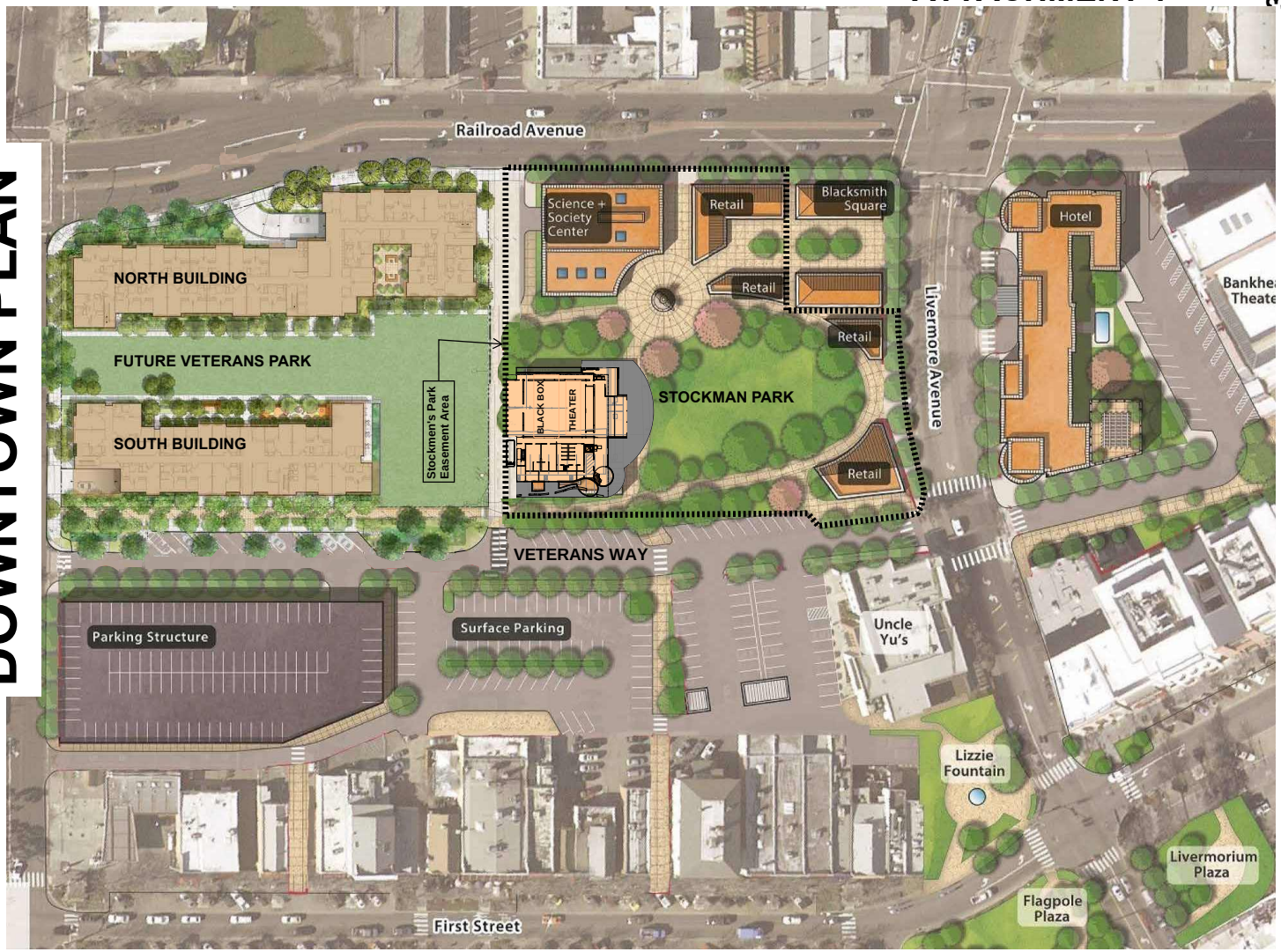
Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DOWNTOWN PLAN



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT WITH THE LIVERMORE STOCKMEN'S RODEO ASSOCIATION FOR THE DEVELOPMENT OF THE RODEO GROUNDS AND SUNKEN GARDEN AREA AS A CIVIC CENTER AND PARKS AND RECREATION AREA

On January 8, 1962, the City of Livermore ("City") and the Livermore Stockmen's Rodeo Association ("Stockmen's Association") entered into an agreement for the transfer of approximately 33 acres of real property ("Civic Center Property") from the Stockmen's Association to the City to be developed as a civic center and a park and recreation facility ("Original Agreement").

Under the terms of the Original Agreement, the City agreed to set aside a portion of the Civic Center Property and develop a park, to be designated as a memorial to the residents of Murray and Pleasanton Townships who served in the armed forces of the United States ("Memorial").

On January 30, 2018, as part of the Downtown Planning process, the City and Stockmen's Association amended the Original Agreement to include a public park named Stockmen's Park in the Downtown Plan to fulfil the City's obligation. In exchange, the amended Agreement authorized portions of the Civic Center Property to allow affordable housing for seniors and veterans ("First Amendment").

On September 23, 2019, the City Council and the Stockmen's Association amended the Agreement to adjust the edges of the Cultural Facility Use Area and the Commercial Use Areas in the park easement. In exchange for the adjustments, the City was required to obtain Association approval for the design and location of the cultural facility uses and the commercial uses to ensure that said uses do not overshadow the Park and the Memorial and integrate with the Park Area in an appealing manner ("Second Amendment"). The parties agreed to a revised Exhibit D to the Second Amendment which identified an adjusted Cultural Facility Use Area and Commercial Use Area within the park easement.

On October 26, 2020, the City Council approved Tract Map 8574, which subdivided the Downtown Plan area to facilitate the layout, placement, and development of the various cultural, commercial, and open space uses identified in the Stockmen's Agreement and Downtown Plan. These parcels have been modified through a Parcel Map Waiver, which requires the City to make minor adjustments to the Stockmen's Park Easement.

A Third Amendment to the Original Agreement is required to revise the Park Easement as set forth in Exhibit D to the Third Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore hereby authorizes the City Manager, or his designee, to do the following:

1. Execute the Third Amendment to the Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area, attached hereto as Exhibit A; and

2. Execute any and all documents or agreements necessary to implement the Third Amendment.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 23, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
Senior Assistant City Attorney

Exhibit A - Third Amendment to the Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area

THIRD AMENDMENT TO AGREEMENT FOR THE DEVELOPMENT OF THE RODEO GROUNDS AND SUNKEN GARDEN AREA AS A CIVIC CENTER AND PARKS AND RECREATION AREA

THIS THIRD AMENDMENT, made and entered into this _____day of_____, 2022, by and between the City of Livermore, a municipal corporation (hereinafter referred to as "City"), and the Livermore Stockmen's Rodeo Association, a California Corporation, (hereinafter referred to as "Association").

RECITALS

On January 8, 1962, in exchange for due consideration, the City and Association entered into an agreement ("Original Agreement") to, among other things, transfer 33 acres of real property ("Civic Center Property") from the Association to the City to be developed as a civic center and a park and recreation facility.

The Association transferred the property to the City with the expectation that a portion of the Civic Center Property would be used as a memorial to the residents of Murray and Pleasanton Townships who served in the armed forces of the United States. As of January 2018, the City had not developed a park or the memorial on the Civic Center Property.

On January 30, 2018, the City and Association entered into a first amendment to the Original Agreement ("First Amendment"). The purpose of the First Amendment was:

A. To allow:

   1. A portion of the Civic Center Property to be used for affordable housing purposes for seniors with a preference for veterans, in addition to public purposes;

   2. The City, either itself or through a partnership or support of a third-party non-profit agency, and/or others, to develop affordable housing for seniors with a preference for veterans in that portion of the Civic Center Property;

   3. The City to dispose of portions of the Civic Center Property to third-party non-profit agencies for the development of affordable housing for seniors with a preference for veterans and not for private gain; and,

B. To require:

   1. The City to grant a park easement to the Association in the downtown area for Stockmen's Park and a Memorial subject to the terms and conditions set forth in the First Amendment and the boundaries of the easement set forth in Exhibit D to the First Amendment;

2. Certain portions of the Park Easement to be designated as a "Cultural Facility Area" for the development of cultural facilities such as a black box theater, a science and society center, and open space support, and other portions to be designated as "Commercial Use Areas" for the development of commercial uses, which uses were to integrate with the park in an appealing manner but not overshadow the park and the memorial;

3. The City, at its own expense, to design and construct the park and memorial;

4. The City to obtain the Association's written approval that the design and amenities for park and memorial are acceptable to the Association;

5. The City to allow the Association the opportunity to comment and provide input on the cultural facilities and commercial uses to be constructed in the "Cultural Facility Area" and the "Commercial Use Areas" in the Park Easement. The purpose of the opportunity to comment and provide input was to ensure the cultural facility and commercial uses do not overshadow the park and memorial and integrate with the Park Area in an appealing manner.

On April 18, 2018, the City recorded the grant of a park easement (County Recorders' No. 2018076967) to the Association, subject to the terms and conditions in the First Amendment.

On September 27, 2019, the City and Association entered into a second amendment to the Original Agreement ("Second Amendment"). The purpose of the Second Amendment was to adjust the edges of the Cultural Facility Use Area and the Commercial Use Areas in the park easement. In exchange for the adjustments, the City was required to obtain Association approval for the design and location of the cultural facility use and the commercial uses to ensure that said uses do not overshadow the Park and the Memorial and integrate with the Park Area in an appealing manner. The parties agreed to a revised Exhibit D which identified an adjusted Cultural Facility Use Area and Commercial Use Areas within the park easement.

The City desires to further adjust the edges of the Cultural Facility Use Area, the Commercial Use Areas, and the Park Area in the park easement.

City and Association desire to enter into the Third Amendment to the Original Agreement.

AGREEMENT

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

1. City and Association agree that all obligations under the Original Agreement, except for the City's development of a park and the Memorial on Area A.

2. Section 16 and Exhibit D were added to the Original Agreement by the First

Amendment to identify the park easement granted by the City to the Association, and to identify the Cultural Facility Use Area and the Commercial Use Areas within that park easement. The Second Amendment to the Original Agreement adjusted the edges of the Cultural Facility Use Area and the Commercial Use Areas within the Park Easement, as set forth in the Exhibit D to the Second Amendment. The Exhibit D attached to this Third Amendment and dated _____ hereby replaces and supersedes for all purposes the Exhibit D identified in the First and Second Amendments to the Original Agreement. The Exhibit D attached to this Third Amendment identifies an amended park easement granted by the City to the Association, and identifies the adjusted Cultural Facility Use Area, the Commercial Use Areas, and the Park Area within the park easement. Upon approval of this Third Amendment, the parties agree to record an Amendment to the Grant of Easement as set forth Exhibit D.

3. The revisions in this Third Amendment are prospective and only apply after the execution of this Third Amendment. Unless otherwise stated herein, this Third Amendment does not and shall not relieve the parties of the terms and conditions of the Original Agreement as amended by the First and Second Amendments and in effect prior to this Third Amendment.

4. If there are any conflicts between the provisions in this Third Amendment and the provisions in the Original Agreement as amended by the First and Second Amendments, then the provisions of this Third Amendment shall control.

5. Except as revised above, the Original Agreement as amended by the First and Second Amendments shall remain in full force and effect.

****

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 caused this Third Amendment to be executed on the date first written above.

LIVERMORE STOCKMEN'S
RODEO ASSOCIATION:

By: David Finster
Title: ~~President~~ Director

CITY OF LIVERMORE

Marc Roberts
City Manager

APPROVED AS TO FORM:

Kimberly Cilley
Senior Assistant City Attorney

Attachment:

Exhibit D — Amendment to Grant of Easement

EXHIBIT D

RECORDING REQUESTED BY:
and

WHEN RECORDED MAIL TO:
City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $
SURVEY MONUMENT FEE $
Computed on the consideration or value or property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining a t time of sale.

APN #'s 098-0289-23, 098-0289-24, 098-0289-25
098-0289-26, 098-0289-27

No Fee Recording Government Code 6103, 27383, & 27388.1
The undersigned Grantor declares: No Tax Due – R&T 11911 Consideration less than $100

AMENDMENT TO GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Livermore, a municipal corporation ("City" or "Grantor"), owner of the property being all of the lots shown on Tract Map 8574 and on Parcel Map 11239 and the Livermore Stockmen's Association ("Grantee"), owner of the Park Easement described in the Grant of Easement recorded on April 18, 2018 under document number 2018076967 Official Records of Alameda County hereby amends said Park Easement to revise the boundaries of the Cultural Facilities Use Area, Commercial Areas, and the Park Area within the Park Easement as described in Exhibit "D" and subject to the terms and conditions set forth in that specific agreement titled *First Amendment to Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area,* dated January 30, 2018, the *Second Amendment to Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area.* dated September 27, 2019, and *Third Amendment to Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area.* dated May__, 2022 and on file with the City Clerk for the City of Livermore ("Agreement"). The rights, duties, and obligations of the City and the Livermore Stockmen's Rodeo Association concerning the use of the Park Area, Cultural Facility Use Area, and the Commercial Use Areas of this Amended Park Easement are set forth in that Agreement.

This Amended Park Easement may be used by the City for parking prior to the construction of the park facilities, cultural facilities, and commercial uses in those areas designated as the Park Area, Cultural Facility Use Area, and Commercial Use Areas, respectively. The Cultural Facility Use Area and the Commercial Use Areas A, B, C and D may be used by the City as a park if the respective locations are no longer needed for parking, prior to the construction of a cultural facility or commercial facilities in those respective areas. The City may use any and all portions of the Amended Park Easement for public infrastructure that does not interfere with other uses allowed in the easement area.

**FOR DESCRIPTION SEE THE ATTACHED EXHIBIT "D"
ATTACHED HERETO AND MADE A PART HEREOF**

[***Signature appears on following page***]

EXHIBIT D

Grantor Signature:

CITY OF LIVERMORE
A municipal corporation of the State of California

DATED: _____

_____
Marc Roberts, City Manager

Grantee Signature:

LIVERMORE STOCKMEN'S RODEO ASSOCIATION:

DATED: _____

_____
David Finster, President

APPROVED AS TO FORM:

_____
Kimberly Cilley
Sr. Asst. City Attorney

EXHIBIT D

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT D

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT "D"

LEGAL DESCRIPTION AMENDED PARK EASEMENT

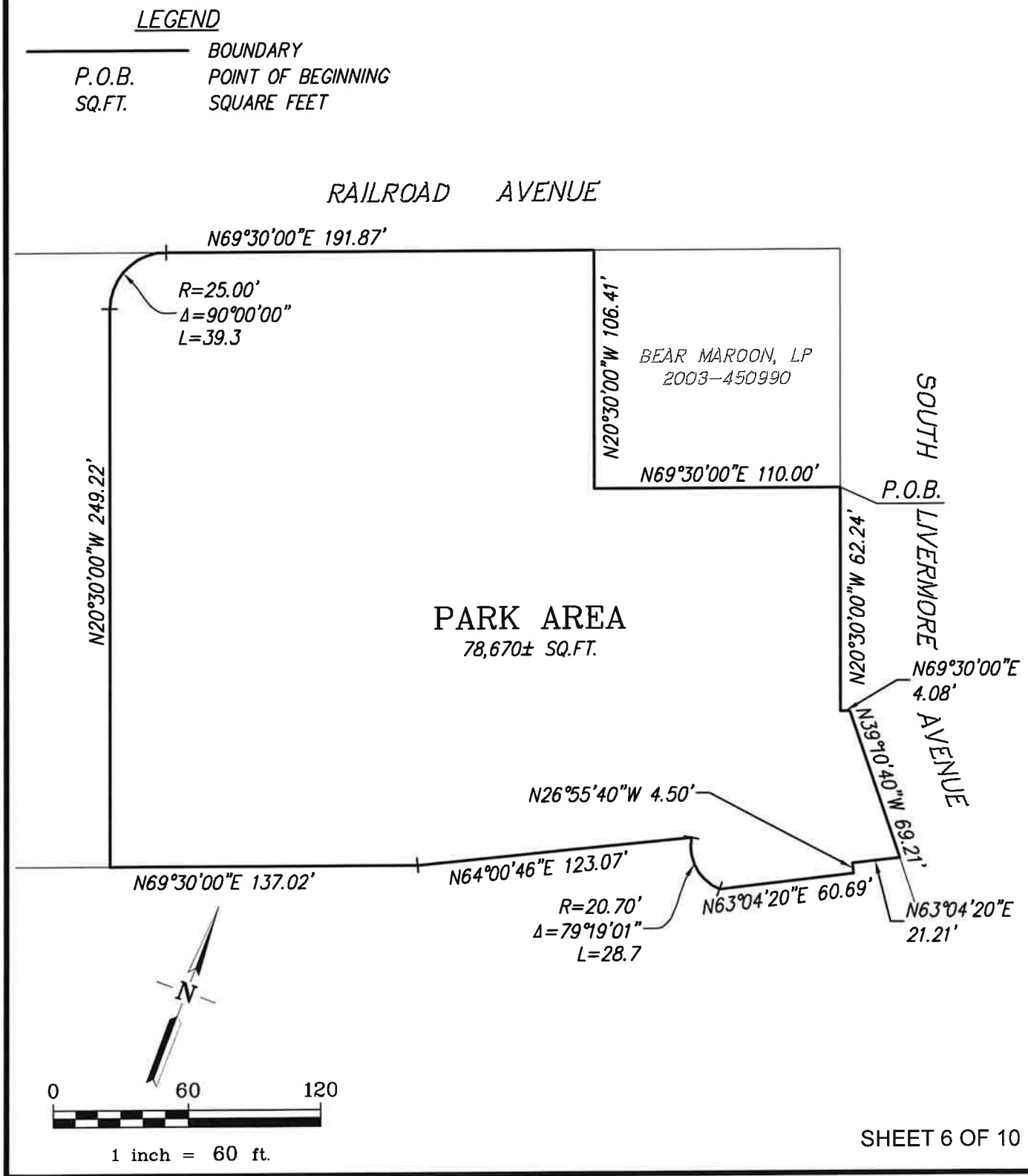
REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 2 AND PARCEL 5, OF TRACT 8574, RECORDED DECEMBER 23,2020, IN BOOK 365 OF MAPS AT PAGES 15-19, AND ALL OF PARCEL'S A, B, & C OF PARCEL MAP 11239 RECORDED _____, IN BOOK ____ OF MAPS AT PAGES _____ ALAMEDA COUNTY RECORDS.

CONTAINING 78,671± SQUARE FEET OF LAND MORE OR LESS

APN's: 098-0289-23, 098-0289-24, 098-0289-25, 098-0289-26, 098-0289-27





SHEET 6 OF 10

EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PARK AREA

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 60'	MAY-5-2022	211010-015

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EXHIBIT "D"

LEGAL DESCRIPTION CULTURAL FACILITY USE AREA

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 2 OF TRACT 8574, RECORDED December 23,2020, IN BOOK 365 OF MAPS AT PAGES 15-19, AND ALL OF PARCEL A, AND A PORTION OF PARCEL B OF PARCEL MAP 11239 RECORDED _____, IN BOOK ____ OF MAPS AT PAGES _____ALAMEDA COUNTY RECORDS AS SHOWN ON ATTACHED PLAT, EXHIBIT D.

CONTAINING 31,146± SQUARE FEET OF LAND MORE OR LESS

APN's: 098-0289-23, 098-0289-24, & 098-0289-25 (PORTION)

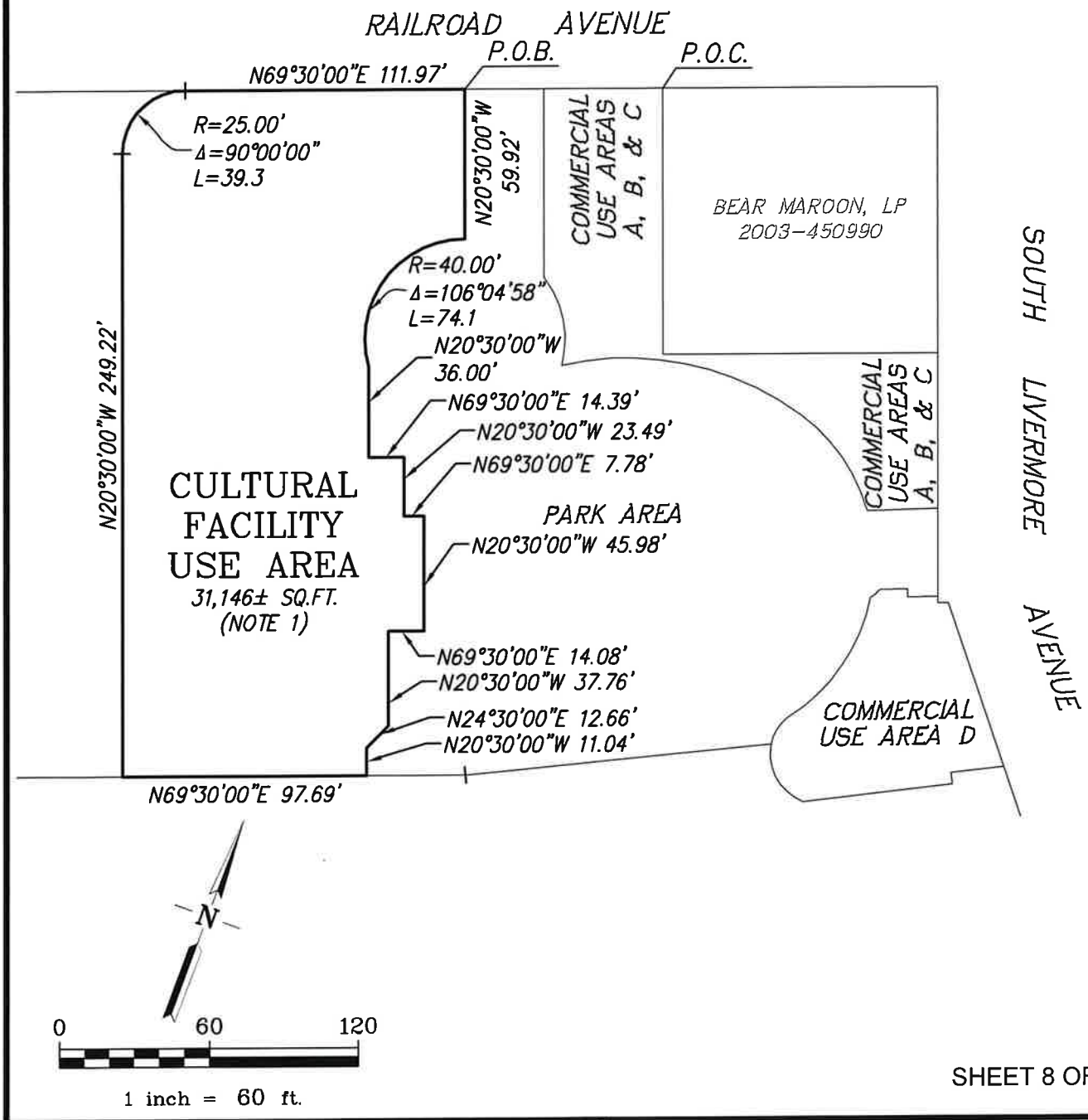


LEGEND

———	BOUNDARY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SQ.FT.	SQUARE FEET

GENERAL NOTE:

1. THE BUILDABLE FOOTPRINT WITHIN THE CULTURAL FACILITY AREA SHALL NOT EXCEED 20,100 SQUARE FEET.



SHEET 8 OF 10

EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

CULTURAL FACILITY USE AREA

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 60'	MAY 5, 2022	211010-015

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EXHIBIT "D"

LEGAL DESCRIPTION COMMERCIAL USE AREA

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 5, OF TRACT 8574, RECORDED December 23,2020, IN BOOK 365 OF MAPS AT PAGES 15-19, AND ALL OF PARCEL C OF PARCEL MAP 11239 RECORDED _____, IN BOOK ____ OF MAPS AT PAGES _____ALAMEDA COUNTY RECORDS.

CONTAINING 13,423± SQUARE FEET OF LAND MORE OR LESS

APN's: 098-0289-26 & 098-0289-27

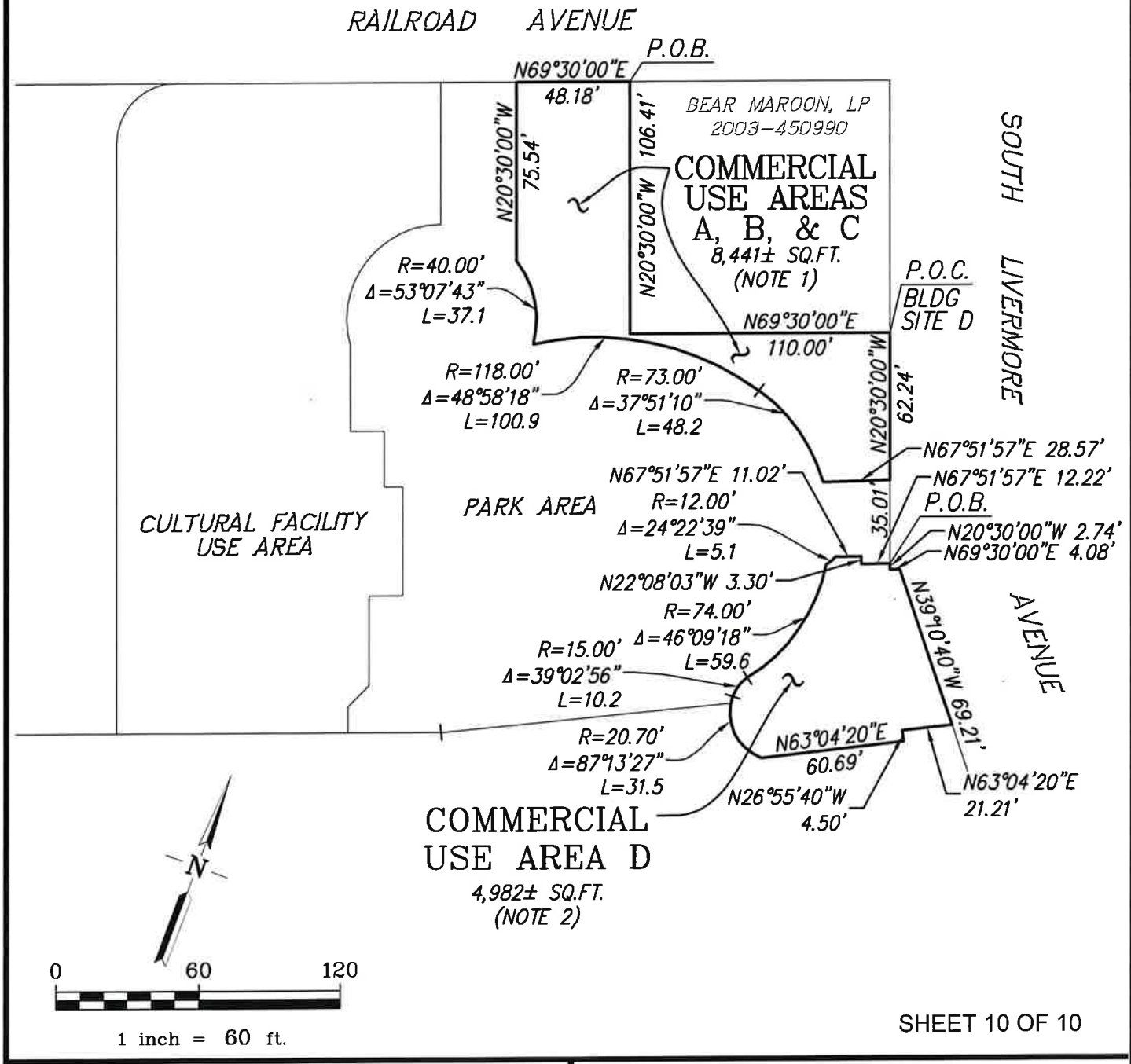


LEGEND

———	BOUNDARY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SQ.FT.	SQUARE FEET

GENERAL NOTES:

1. THE BUILDABLE FOOTPRINT WITHIN THE COMMERCIAL USE AREAS A, B & C SHALL NOT EXCEED 5,700 SQUARE FEET.
2. THE BUILDABLE FOOTPRINT WITHIN THE COMMERCIAL USE AREA D SHALL NOT EXCEED 2,900 SQUARE FEET.



SHEET 10 OF 10

EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

COMMERCIAL USE AREAS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 60'	MAY 5, 2022	211010-015

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LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 4.4**

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing an appropriation of $2,400,000 of City Affordable Housing Trust Funds for the acquisition, predevelopment, feasibility, and redevelopment of the property located at 2346 Walnut Street for use as a substance abuse disorder and medication treatment facility and execution of funding agreements and related documents between the City of Livermore the Housing Consortium of the East Bay (HCEB).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Appropriating up to $2,400,000 of City Affordable Housing Trust Funds to Housing Consortium of the East Bay (HCEB) for acquisition expenses, predevelopment costs and feasibility analysis associated with the purchase and redevelopment of the property located at 2346 Walnut Street.
2. Authorizing the City Manager, or their designee, to execute the Bridge Loan Agreement and all other related documents authorized and described in that agreement.

SUMMARY

In January 2022, the City Council's Subcommittee on Homelessness (SOH) met to discuss medium and long-term strategies within the Homeless Strategy Framework. Included in this meeting was a discussion regarding Substance Use Disorder (SUD) and Medication Assistance Treatment (MAT) services for those who are unhoused.

As a result of the meeting, the SOH recommended staff continue to engage Alameda County Behavioral Health to address the gap in SUD and MAT services in the Tri-Valley. Staff has identified the lack of inpatient drug and alcohol treatment services in the Tri-Valley as a major barrier to providing unsheltered residents the services they need.

Currently, there are no inpatient drug and alcohol treatment services for the unsheltered in the Tri-Valley. The closest sober/detox inpatient facility, Cherry Hill, which is a 50-bed sobering and 32-bed detox facility, is located in San Leandro. Often, the City's Homeless Liaison Officers and/or nonprofit partners transport the unsheltered to the facility only to find there is no longer space available.

Currently, the only drug treatment services available to low income residents in the Tri-Valley are through Axis Community Health and Bay Area Community Health. These nonprofit organizations provide outpatient MAT services which treat patients through the administration of Buprenorphine and Naloxone. Their counselors also provide additional services on a one-on-one basis for teens and adults. Currently, both programs are at capacity, with a waitlist of approximately 50 people.

Staff recommends providing Housing Consortium of the East Bay (HCEB) up to $2,400,000 in short-term financing from the City's Affordable Housing Trust Fund to cover acquisition costs ($2,100,000) and predevelopment expenses ($300,000) associated with the purchase of property located at 2346 Walnut Street. Activities funded through the loan include testing, development feasibility analysis, architectural design costs, and administration expenses. HCEB has negotiated a purchase agreement with the owner and will act as the site holder until the City can identify a well-qualified nonprofit service provider with experience in providing SUD and MAT services for low-income and unhoused residents. Once a provider is identified the site will be transferred from HCEB to the service provider who will develop, own and manage the site.

DISCUSSION

The subject site is located at 2346 Walnut Street (the corner of Walnut Street and Junction Avenue) and was most recently occupied by Victory Baptist Church. It is composed of two buildings, a main sanctuary and a modular office situated on a 16,552 square foot triangular block in a residential neighborhood, surrounded by streets with no immediate adjacent neighbors.

The modular building includes a full kitchen, bath and shower. The larger sanctuary building includes classroom and office space. There are 20 striped parking spots onsite. Staff finds the property and location characteristics make the site a good candidate for a treatment center.

Alameda County has begun looking at expanding behavioral health and substance abuse services to parts of the County that don't have existing facilities and services. The Behavioral Health Department has identified East County as one of their priority areas to expand services. Staff has discussed this site with Alameda County Behavioral Health staff and Supervisor Haubert's Office. Both support the acquisition and use of this site to provide these services to the Tri-Valley.

If approved, staff will work with Alameda County Behavioral Health (Behavioral Health) and Supervisor David Haubert's office to obtain permanent acquisition and rehabilitation funds as well as funding for operating expenses through the State Continuum Infrastructure Program (BHCIP) grant. This State grant will provide $2.2 billion in funding to Counties and Cities throughout California with Behavioral Health Departments to construct, acquire, and rehabilitate real estate assets, or to invest in mobile crisis infrastructure to expand the community continuum of behavioral health treatment resources. Although this funding is competitive, Behavioral Health and Supervisor, Haubert, support the project and have indicated it stands a strong chance of receiving a funding award.

In order to secure the site, staff worked with HCEB to successfully negotiate a purchase and sale agreement with the property owner. Terms of the purchase agreement include a $2,100,000 acquisition price and a 90-day escrow period. Included in the accepted offer is a $63,000 deposit toward the purchase price, portions of which would become non-refundable at key decision points. HCEB also requests up to an additional $300,000 of funds be made available to HCEB to cover predevelopment

expenses. Predevelopment costs include escrow and title insurance expenses, appraisals, testing and inspections as well as funds to conduct a project feasibility analysis, preliminary design development, preparation of construction/rehabilitation cost estimates, and administrative expenses.

Staff recommends Council authorize the funding of a bridge loan to HCEB from the City's Housing Trust Fund to enable HCEB to purchase the property and act as a holder of the site until the City can identify an appropriate nonprofit service provider with experience operating drug treatment facilities. The City has begun to work with Behavioral Health staff to identify possible nonprofit SUD/MAT service providers to partner with the County on this project and expects to have a provider identified prior to the close of escrow.

City Housing Trust Fund dollars are expected to be replaced by the State BHCIP Grant funding for this project. If the funding application is successful, the City funds will be paid back in full by year end, and the property will be transferred to the identified nonprofit service provider. If HCEB and the County are unable to secure the necessary funds to acquire the site, rehabilitate the buildings and operate SUD inpatient services, HCEB will pursue the development of an affordable housing project on the property instead, and the City's Housing funds would remain in the project.

FISCAL AND ADMINISTRATIVE IMPACTS

If approved by City Council, up to $2,400,000 of City Affordable Housing Trust Funds (Fund 611) would be appropriated through the loan agreement with Housing Consortium of the East Bay. Funds would be accessed by HCEB to acquire the site and cover predevelopment expenses including deposits, inspections and administration costs for the 2346 Walnut Street property. A deposit of $63,000 would become non-refundable upon completion of various milestones. The amount and terms of the deposit are commensurate with common commercial real estate purchase practices, and it allows HCEB to have an extended escrow period of up to 90 days to complete any necessary public review processes.

HCEB will work with Alameda County and a nonprofit SUD/MAT service provider to secure funding from the State's BHCIP grant program. Once the site receives its funding award from the State, the site will be transferred to the SUD/MAT service provider who will develop, own and manage the facility. HCEB will be reimbursed through the BHCIP grant, which would cover the project's acquisition, development and operating expenses, and the City funds would be repaid in full.

ATTACHMENTS

1. Resolution
2. Exhibit A - 2346 Walnut Loan Agreement

Prepared by: Josh Thurman
Human Services Program 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 APPROPRIATION OF $2,400,000 FROM THE CITY AFFORDABLE HOUSING TRUST FUND FOR THE ACQUISITION, PRE-DEVELOPMENT, FEASABILITY, AND REDEVELOPMENT OF THE PROPERTY LOCATED AT 2346 WALNUT STREET AND EXECUTION OF FUNDING AGREEMENTS AND RELATED DOCUMENTS BETWEEN THE CITY OF LIVERMORE AND HOUSING CONSORTIUM OF THE EAST BAY

In January 2022, the City Council's Subcommittee on Homelessness (SOH) met to discuss medium and long-term strategies within the Homeless Strategy Framework. Included in this meeting was a discussion regarding Substance Use Disorder (SUD) and Medication Assistance Treatment (MAT) services for those who are unhoused.

The Council's Subcommittee on Homelessness recommended staff to engage Alameda County Behavioral Health to address the gap in SUD and MAT services in the Tri-Valley. City staff has identified the lack of inpatient drug and alcohol treatment services in the Tri-Valley as a major barrier to providing our most challenging unsheltered residents the services they need.

The Housing Consortium of the East Bay (HCEB) seeks to acquire property located at 2346 Walnut Street in Livermore for the future development of Substance Use Disorder (SUD) services facility. If within the time specified in the Agreement, the City, at its sole discretion, determines that the use of the site as a SUD services facility is financially infeasible, HCEB, or another City designated nonprofit developer, will work with the City to develop the site as an affordable housing development.

HCEB requests up to $2,400,000 in short-term financing for the acquisition and pre-development expenses associated for the purchase of the property located at 2346 Walnut Street. Activities funded through the loan include testing, development feasibility analysis, architectural design costs, and administration expenses. HCEB has negotiated a purchase agreement with the property owner and will act as the site holder until HCEB, the City, and the County can identify a qualified nonprofit service provider with experience in providing SUD and MAT services for low-income and unhoused residents. At that time, the site will be transferred from HCEB to the SUD service provider who will develop, own and manage the site.

The City and HCEB now wish to enter into the Agreement attached to this Resolution to execute these funding requests.

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

1. Appropriate up to $2,400,000 of City Affordable Housing Trust Funds (Fund 611) to HCEB for acquisition expenses, predevelopment costs, and feasibility analysis

associated with the purchase and redevelopment of the property located at 2346 Walnut Street.

2. Authorizes the City Manager, or his designee, to execute the Bridge Loan Agreement, and all other related documents authorized and described in that Agreement in substantially the same form as the copies attached as Exhibit A and incorporated by this reference.

3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed Agreement and all other related documents.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 23, 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 – Loan Agreement

Substance Use Disorder Site Development
LOAN AGREEMENT FOR THE PROPERTY LOCATED AT 2346 WALNUT DRIVE IN LIVERMORE, CALIFORNIA

by and between

THE CITY OF LIVERMORE

and

HOUSING CONSORTIUM OF THE EAST BAY

_____, 2022

THIS AFFORDABLE HOUSING LOAN AGREEMENT (this "**Agreement**") is entered into effective as of _____, 2022 ("**Effective Date**") by and between the City of Livermore, a municipal corporation ("**City**") and Housing Consortium of the East Bay(HCEB) a California 501 (3) c nonprofit corporation ("**Developer**"). The City and the Developer are collectively referred to herein as the "Parties."

RECITALS

A. Developer is acquiring the real property located in the City of Livermore, Alameda County, California, at 2346 Walnut Street, known as Alameda County Assessor Parcel No. 098-0210-006-004, and more particularly described in Exhibit A attached hereto (the "**Property**").

B. Developer intends to acquire the Property and develop, own and operate the Property until the Developer and Alameda County Behavioral Health (Behavioral Health) can identify an appropriate nonprofit service provider that is approved by the City, who will develop, own and provide inpatient and outpatients Substance Use Disorder (SUD) services for low-income and unhoused Livermore residents, which is in the public interest (the "**Project**").

C. Upon approval of the SUD Service Provider by the City, Developer shall transfer the site to the SUD Service Provider for use in the development of a SUD facility that will provide ongoing in-patient substance use disorder service to persons who are unhoused.

D. If within the time period specified under the term of this loan, Developer is unable to identify an appropriate SUD service provider to develop, own and manage a SUD facility, then the Developer shall work with the City to develop the site into an affordable multifamily housing development for persons who are unhoused.

E. Upon satisfaction of the conditions precedent set forth in this Agreement and subject to the terms and conditions set forth herein, the City has agreed to provide a bridge loan at zero point three two percent (0.32%) interest with quarterly adjustments per the Local Agency Investment Fund (LAIF) schedule to Developer to assist in financing the acquisition of the Property. The Note shall become due and payable upon the earlier of the completion of the transfer of the property to the SUD Service Provider or two years from the close of escrow by the Developer.

F. Concurrently with the execution of this Agreement, Developer will execute, and deliver to City, and as applicable, cause to be recorded in the Official Records: a secured promissory note to evidence Developer's obligation to repay the City's loan and a deed of trust that will provide City with a security interest in the Property.

G. A material inducement for the City to enter into this Agreement is the representation by Developer to develop the Project within the time periods specified herein and in accordance with the provisions hereof, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Developer to take such actions and complete such work in accordance with such provisions and within such time periods.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

DEFINITIONS; EXHIBITS

1.1 Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

"Applicable Laws" is defined in Section 5.10

"Approved Senior Loans" is defined in Section 4.3.2

"City's Authorized Representative" means the City Manager of the City of Livermore.

"City" means the City of Livermore, a municipal corporation.

"City Council" means the City Council of the City of Livermore.

"**City Documents**" means collectively, this Agreement, the Note, the Deed of Trust.

"City's Permitted Exceptions" is defined in Section 4.7(f).

"**Claims**" is defined in Section 5.9.

"**Closing Date**" or "**Close of Escrow**" shall be the date that escrow closes for the Loan.

"**Conditions of Approval**" is defined in Section 5.4.

"**Deed of Trust**" is defined in Section 4.7(d).

"Developer" means Housing Consortium of the East Bay, a nonprofit 501 (c)(3) public benefit corporation

"**Environmental Laws**" is defined in Section 7.1.2.

"Escrow Agent" means independent third party in charge of holding the assets, documents, and/or money in escrow until the contractual condition is fulfilled.

"Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

"Force Majeure" is defined in Section 12.1.

"**Hazardous Material**" is defined in Section 7.1.1.

"HCEB" means Housing Consortium of the East Bay, a California nonprofit 501 (c)(3) public benefit corporation.

"**Improvements**" is defined in Section 2.2.

"**Indemnitees**" is defined in Section 5.9.

"**Lender's Title Policy"** is defined in Section 4.7(f).

"**Loan"** is defined in Section 4.1.

"Loan Proceeds" means any remaining proceeds of the loan.

"**Note"** is defined in Section 4.7(d).

"**Official Records"** means the Official Records of Alameda County.

"**Project**" is defined in Recital B.

"**Property"** is defined in Recital A.

"**Regulatory Agreement**" is defined in Section 4.7(d).

"Substance Use Disorder (SUD)" is defined as the recurrent use of alcohol and/or drugs causing clinically significant impairment.

"Substance Use Disorder Facility (SUD Facility)" is defined in Section 2.2.

"**Substance Use Disorder Service provider (SUD Service Provider)**" is defined as a nonprofit operator of facilities which provide substance use disorder services.

"SUD Financing Plan" is defined in Section 2.3.

"Title Company" is defined in Section 3.1.

"**Transfer**" is defined in Section 8.2.

"Unhoused residents" is defined as "an individual or family who lacks a fixed, regular, and adequate nighttime residence".

1.2 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

A. Legal Description of Property
B. Insurance Requirements
C. Promissory Note
D. Deed of Trust
E. Pre-Development Budget

ARTICLE II

REPRESENTATIONS; PROJECT SCOPE; FINANCING PLAN

2.1 Developer's Representations. Developer represents and warrants to City as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Developer shall immediately give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer's representations made herein notwithstanding any investigation made by or on behalf of City.

(a) Organization. Developer is a 501(c)(3) nonprofit corporation, duly organized and in good standing under the laws of the State of California. and tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(b) Authority of Developer. Developer has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered by Developer, or to be executed and delivered by Developer pursuant to, or in connection with, this Agreement, and to perform and observe the terms and provisions of all of the foregoing.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments that have been or that will be executed and delivered by Developer pursuant to or in connection with to this Agreement, have been or will be executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Developer, and all actions required under Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments that have been or that will be executed and delivered by Developer pursuant to or in connection with this Agreement, have been duly taken or will have been duly taken (to the extent such actions are required) as of the date of execution and delivery of such documents.

(d) Valid and Binding Agreements. This Agreement and all other documents or instruments which have been or that will be executed and delivered by Developer pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of Developer, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or any other documents or instruments that have been or that will be executed and delivered by Developer pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency binding on Developer, or any provision of the organizational documents of Developer, or will conflict with or constitute a breach of or a default under any agreement to which Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

(f) Pending Proceedings. Developer is not in default under or in violation of any law or regulation or under any order of any court, board, commission or agency whatsoever, and to the current actual knowledge of Developer's principals, there are no claims, actions, suits or proceedings pending or threatened against or affecting Developer or the Property, at law or in equity, before or by any court, board, commission or agency. Developer is not the subject of any bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of Developer's assets has been made.

2.2 Project Scope. The Project will include the acquisition of the site at 2456 Walnut Drive in Livermore for the future development of a **Substance Use Disorder (SUD) Services Facility** which will include: (i) inpatient SUD services; and, (ii) outpatient SUD services for those low-income and unhoused residents of Livermore, those experiencing homelessness and the low-income community at large (the "**Improvements**"). If, within the time specified in this Agreement, the City at its sole discretion determines that the use of the site as a SUD services facility is not feasible (**"Feasible"),** the Developer will work with the City to develop the site as an affordable multifamily housing development for persons who are unhoused residents of Livermore. If the Developer, despite working diligently to pursue development of an affordable housing development on the Property, determines in its reasonable discretion that such development is not Feasible, it shall so advise the City. The City shall have the right, in its discretion, to require the Developer to transfer the Property and assign its rights and obligations under the City Documents to such entity as may be designated by the City. Failure to transfer the Property and assign the rights and obligations under the City documents as directed by the City shall constitute an Event of Default under this Agreement.

2.3 Financing Plan. The Developer will work cooperatively with the SUD Service Provider approved by the City. The SUD Service Provider intends to finance the costs of the Project with sources that may include, but are not limited to, the City Affordable Housing Trust Fund (Fund 611), State Behavioral Health Continuum Infrastructure Program (BCHIP) grant and Alameda County Behavioral Health Care Services grant funds. Within two years of Developer

acquiring the site, the Developer, City and Alameda County Behavioral Health shall identify a nonprofit SUD Service Provider who shall submit to City for City's review and approval, a SUD facility plan for construction and permanent financing for the SUD Facility (the **"SUD Financing Plan"**).

2.4 Review and Modifications. The Community Development Director or his designee shall review the SUD Financing Plan, and promptly issue any proposed modifications. Acting through the Authorized Representative, the City shall approve such plan in writing within fifteen (15) business days following receipt of a response to the City's proposed modifications, if any, provided that the plan is satisfactory to the City and conforms to the requirements of Section 2.2. If the City does not approve the SUD Financing Plan, as it may be modified, the City shall set forth its objections in writing and notify Developer and the SUD Service Provider of the reasons for its disapproval. If City disapproves, the SUD Service Provider shall thereafter submit a revised SUD Financing Plan that addresses the reasons for disapproval, and the City shall grant Developer and the SUD Service Provider a reasonable extension of the time deadlines set forth in this Agreement as required to restructure the SUD Financing Plan, subject to the outside time limit for completion set forth in Section 5.1 below. When approved, the SUD Financing Plan will be attached to this Agreement as Exhibit G.

ARTICLE III

ESCROW AND CLOSING

3.1 Escrow. City and Developer shall open escrow at the office of Old Republic Title Company located at 555 12th Street, Suite 2000, Oakland, CA 94607, or such other title company as the Parties may agree upon ("**Title Company**" or "**Escrow Agent**") in order to consummate the closing of escrow for the transactions contemplated hereby.

3.2 Costs of Closing and Escrow. Under this Agreement, City shall reimburse Developer for the cost of all title insurance premiums for policies Developer elects to purchase in connection with Developer's acquisition of the Property. Developer shall pay, or cause to be paid, all recording fees, transfer taxes, escrow fees and closing costs incurred in connection with the acquisition of the Property and the City shall reimburse Developer for these costs. Developer shall pay for the cost of any lender's policy of title insurance that City elects to acquire in connection with the transactions contemplated hereby and the City shall reimburse Developer for these costs. City and Developer shall provide Escrow Agent with a copy of this Agreement, which together with such supplemental instructions as City or Developer may provide and which are consistent with the intent of this Agreement or which are otherwise mutually agreed upon by City and Developer, shall serve as escrow instructions for the Closing.

3.3 Closing. The Closing Date shall be a date that is mutually acceptable to the Parties. Prior to the Close of Escrow, Developer shall deposit into escrow the City Documents to which Developer is a party, executed and acknowledged as applicable, and Developer's share of closing costs. Provided that all conditions precedent (Section 4.7) to Close of Escrow have been satisfied or waived, City shall deposit into escrow executed copies of the City Documents to which City is a party. On the Closing Date the Escrow Agent shall cause the City Deed of Trust to be recorded in the Official Records.

ARTICLE IV

CITY FINANCIAL ASSISTANCE

Acquisition Loan and Note.

4.1 Acquisition Loan. City will provide a Loan for acquisition of the Property to Developer in the amount up to **Two Million Four Hundred Thousand Dollars ($2,400,000)**, to cover all expenses associated with the purchasing of the site and the closing of escrow. upon the terms and conditions and for the purposes set forth in this Agreement. Costs include but are not limited to title insurance and escrow costs, appraisals, property taxes, insurance and administration expenses. The Loan shall be evidenced by the Note which shall be dated as of the Closing Date and executed by Developer substantially in the form attached hereto as Exhibit C. Provided that Developer has complied with all condition's precedent to disbursement of the Loan, any remaining proceeds of the Loan ("**Loan Proceeds**") shall be disbursed pursuant to approved draw requests as described in Section 4.7(h). The Parties agree that City shall disburse the Loan Proceeds only for the purpose of funding Project site acquisition and related costs in substantial conformity with Exhibit E, any variation therefrom to be approved in writing by the City.

4.2 Interest Rate. The principal balance of the Note outstanding from time to time will bear a rate equal to zero point three two percent (0.32%) interest with quarterly adjustments per the Local Agency Investment Fund (LAIF) schedule commencing upon the date of disbursement. The note shall become fully due and payable upon the earlier of (a) transfer of the property from the Developer to the nonprofit SUD Service Provider or (b) two (2) years after acquisition of the Property by the Developer. Notwithstanding the foregoing, it is the intention of the parties that in the event the Property is transferred to a SUD Service Provider, the Developer's obligation to repay the Note will be assigned to a SUD Service Provider approved by the Community Development Director or his designee, along with all the rights and obligations of the Developer under the City Documents, and Developer will be released from its obligations thereunder. In the event a transfer to a City-approved SUD Service Provider does not occur within the timeframe set forth in this Agreement, it is the intention of the parties that the terms of repayment of this loan and the Note shall be renegotiated in order to permit the Developer adequate time to develop an affordable housing development as more fully described in Section 2.2 herein.

4.2.1 Notice to Borrower of Right to Receive a Copy of the Appraisal: upon request to City, Developer is entitled to a copy of the City's appraisal of the Property.

4.3 Financing.

4.3.1 "**Gross Revenue**" shall mean for each calendar year during the term hereof, all revenue, income, receipts and other consideration actually received from the operation and leasing of the Project. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants; deposits forfeited by tenants; all cancellation fees, price index

adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance not required to be paid to the holders of Approved Senior Loans (provided however, expenditure of such proceeds for repair or restoration of the Project shall be included within Annual Operating Expenses in the year of the expenditure); condemnation awards for a taking of part or all of the Property or Project for a temporary period; and the fair market value of any goods or services provided to Borrower in consideration for the leasing or other use of any part of the Project. Gross Revenue shall include any release of funds from replacement and other reserve accounts to Borrower other than for costs associated with the Project. Gross Revenue shall not include tenant security deposits, loan proceeds, capital contributions or similar advances.

4.3.2 "**Annual Operating Expenses**" shall mean for each calendar year during term hereof, the following costs reasonably and actually incurred for the operation and maintenance of the Project to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments; debt service currently due and payable on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Project) on loans from other entities which have been approved in writing by the City and which are secured by deeds of trust senior in priority to the Deed of Trust for development of the Project ("**Approved Senior Loans**"); property management fees and reimbursements in amounts in accordance with industry standards for similar residential projects and paid pursuant to a property management agreement approved by City; resident services fees; premiums for property damage and liability insurance; utility service costs not paid for directly or indirectly by tenants; maintenance and repair costs; fees for licenses and permits required for the operation of the Project; expenses for security services; advertising and marketing costs; payment of deductibles in connection with casualty insurance claims not paid from reserves; tenant services; the amount of uninsured losses actually replaced, repaired or restored and not paid from reserves; cash deposits into reserves for capital replacements in an amount equal to $450 per unit per year or such greater amount as required by the holder of an Approved Senior Loan, the Borrower's partnership agreement, and/or a physical needs assessment prepared by a third-party selected or approved by City and prepared at Borrower's expense; cash deposits into operating reserves in an amount reasonably approved by the City or required by the holder of an Approved Senior Loan, but only if the accumulated operating reserve does not exceed six (6) months' projected Project operating expenses; and other ordinary and reasonable operating expenses approved by City.

4.3.3 Exclusions from Annual Operating Expenses. Annual Operating Expenses shall exclude the following: contributions to Project operating or replacement reserves in excess of the amounts authorized in Section 4.3.2 above, debt service payments on any loan which is not an Approved Senior Loan, including without limitation, unsecured loans or loans secured by deeds of trust which are subordinate to the Deed of Trust; depreciation, amortization, depletion and other non-cash expenses; expenses paid for with disbursements from any reserve account; distributions to partners. Notwithstanding the foregoing limitation regarding payments to Borrower and related parties, the following fees shall be included in Annual Operating Expenses, subject to applicable limitations set forth in Section 4.3.2 above, even if paid to Borrower, an affiliate of Borrower, or a partner of Borrower: fees paid to a property management agent, resident services agent, or social services agent; partnership management

fees, asset management fees, deferred developer fee, and subject to Exhibit E repayment of cash advances by Borrower or its partners to cover Project operating expense deficits or emergency cash needs of the Project. Payments to Borrower, its partners or affiliates in excess of the limitations set forth in Section 4.3.3 shall not be counted toward Annual Operating Expenses for the purpose of calculating Surplus Cash.

4.4 Security. As security for repayment of the Note, Developer shall execute the Deed of Trust in favor of City as beneficiary pursuant to which City shall be provided a lien against the Property. The Deed of Trust shall be substantially in the form attached hereto as Exhibit B and shall be recorded in the Official Records on the Closing Date. The Deed of Trust may be subordinated only to such liens and encumbrances consistent with the approved SUD Financing Plan as City shall approve in writing.

4.5 Prepayment; Acceleration.

(a) Due On Transfer or Encumbrance. Subject to Section 4.2 herein, and unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the Note shall be due and payable upon the Transfer of the property to the designated SUD Service Provider.

(b) Default. The City shall have the right to accelerate the maturity date and declare all sums payable under the Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an Event of Developer Default.

4.6 Nonrecourse. Except as expressly provided in the Note, the Note shall be non-recourse to Developer.

4.7 Conditions to Closing and Disbursement of Loan Proceeds. City's obligation to fund the Loan and disburse the Loan Proceeds is conditioned upon the satisfaction of all of the requirements set forth in each subsection of this Section 4.7 unless any such condition is waived in writing by City acting in the discretion of City's Authorized Representative.

(a) No Default. There shall exist no condition, event or act which would constitute a material breach or default under this Agreement or any other City Document, or which, upon the giving of notice or the passage of time, or both, would constitute such a material breach or default.

(b) Representations. All representations and warranties of Developer contained herein or in any other City Document or certificate delivered in connection with the transactions contemplated by this Agreement shall be true and correct in all material respects as of the Close of Escrow.

(c) Due Authorization and Good Standing. Developer shall have delivered to City of each of the following: (i) certified articles of incorporation and certificate of good standing for the Developer, certified by the Secretary of State indicating that the Developer is properly organized and authorized to do business in the State of California, (ii) certified resolutions indicating that Developer has authorized the transactions contemplated by this

Agreement and that the persons executing this Agreement and the other City Documents on behalf of Developer have been duly authorized to do so, and (iii) verification of the tax-exempt status of the Developer.

(d) Execution, Delivery and Recordation of Documents. Developer shall have executed, acknowledged as applicable, and delivered to City this Agreement, and all other documents required in connection with the transactions contemplated hereby, including without limitation, a promissory note substantially in the form attached hereto as Exhibit C (the **"Note"**) and a deed of trust substantially in the form attached hereto as Exhibit D (the **"Deed of Trust"**). Concurrently with the Closing, the Deed of Trust shall be recorded in the Official Records. If after two years the City has not approved the selection of a Nonprofit SUD service provider or if the selected service provider has been unable to obtain City approval of a SUD Financing Plan for the project, the Developer shall enter into an Affordable Housing **Regulatory Agreement** and Declaration of Restrictive Covenants, which shall be recorded in the Official Records at that time.

(e) Mechanics' Liens. Developer's delivery to City of evidence reasonably satisfactory to City that there are no mechanics' liens or stop notices related to the Property or the Project, and Developer's provision to City of full waivers or releases of lien claims if required by City.

(f) Lender's Title Policy. The Title Company shall, upon payment of the premium therefore, be committed to issue a CLTA Lender's Policy of Title Insurance for the benefit and protection of City (**"Lender's Title Policy"**) in the amount of the Loan, insuring that the lien of the Deed of Trust, and the Regulatory Agreement, as applicable, are subject only to title exceptions and such other defects, liens, conditions, encumbrances, restrictions, easements and exceptions as City may reasonably approve in writing (collectively, **"City's Permitted Exceptions"**), showing a fee interest in the Property vested in Developer, and containing such endorsements as City may reasonably require, with the cost of such Lender's Title Policy to be paid by Developer. Lender's coverage shall be upgraded to ALTA Ext at the time of close of escrow on construction financing to develop the project.

(g) Insurance. Developer shall have provided evidence satisfactory to City that Developer has obtained insurance coverage meeting the requirements set forth in Article XI.

(h) Requisition/Invoicing. Developer shall have submitted to City a written requisition for disbursement of funds specifying the amount and use of the requested funds, accompanied by all actual escrow settlement cost statements, copies of any third-party invoices, evidence of Developer's payment for services rendered in connection with the work (if applicable), and such other documentation as City may reasonably require.

4.8 Developer's Conditions to Closing. Developer's obligation to proceed with the Closing is subject to the satisfaction or Developer's waiver of the following conditions:

(a) No Default. City shall not be in default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct in all material respects;

(b) Execution of Documents. City shall have executed and acknowledged the all City Documents to which the City is a party, and shall have delivered such documents into escrow; and

(c) Owner's Title Policy. The Title Company shall, upon payment of the premium therefore, be ready to issue an Owner's Title Insurance Policy for the benefit and protection of Developer ("**Owner's Title Policy**") showing a fee interest in the Property vested in Developer, subject only to Developer's Permitted Exceptions and containing such endorsements as Developer may reasonably require, with the cost of such Owner's Title Policy to be paid by Developer.

4.9 No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to disburse or authorize the disbursement of any portion of the Loan Proceeds following:

(i) the failure of any of Developer's representations and warranties made in this Agreement or in connection with the Loan to be true and correct in all material respects;

(ii) the termination of this Agreement by mutual agreement of the Parties;

(iii) the occurrence of an Event of Developer Default under any City Document which remains uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Developer Default under any City Document.

ARTICLE V

DEVELOPMENT OF THE PROPERTY

5.1 Entitlement, Financing, Construction Plans, Budget and Development Schedule. As part of the process to transfer the site to the SUD Service Provider approved by the Community Development Director or his designee, Developer shall work with the SUD Service Provider to submit the development and construction budget, schedule for the Project, the Construction Plans and specifications for the Project, the description of services, operating budget for those services, the sources of funding for the services and status of approval of the funds needed to provide those services. City shall use the submittal of this information along with all other necessary information regarding the construction and operation of the project as well as the level of and cost of services to be provided as the basis for its approval of the transfer.

Upon selection by the Community Development Director or his designee, the SUD Service Provider shall use diligent and commercially reasonable efforts to secure all information regarding the feasibility of the project no later than June 30, 2023; all financing necessary to develop the Project no later than June 30, 2024, and to commence construction of the Project by not later than 180 days following financing commitments. SUD Service Provider's failure to use diligent and commercially reasonable efforts to secure financing commitments and commence or complete construction of the Project in accordance with the time periods specified in this Section

5.1 shall be a basis for withdrawal by the City of its approval of the entity as the SUD Service Provider under this Agreement. In such event, the City reserves the right to select another entity to serve as SUD Service Provider or alternatively, to work with the Developer to develop an affordable housing development on the Property.

5.2 Cost of Acquisition and Construction. Except as expressly set forth herein, the Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the acquisition of the Property, including without limitation appraisal fees, title reports and any environmental assessments Developer elects to undertake. Except as expressly set forth herein, all costs of designing, developing and constructing the Project and compliance with the Conditions of Approval, including without limitation all off-site and on-site improvements required by City in connection therewith, shall be borne solely by Developer and shall not be an obligation of the City.

5.3 Project Approvals. Developer acknowledges that execution of this Agreement by City does not constitute City approval for the purpose of the issuance of building permits and any environmental clearance that may be required and does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to apply for and obtain from City and all other agencies with jurisdiction over the Property, all necessary approvals, entitlements, and permits for the construction of the Project and development of the Property, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the development of the Property (if any) and the approval of the Project in compliance with CEQA (and if applicable, NEPA), nor does it limit in any manner the discretion of the City or any other agency in the approval process. Developer shall pay when due all customary and reasonable fees and charges in connection with the processing of all applicable permits and approvals. Developer shall not commence construction work on the Project prior to issuance of building permits required for such work. City staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for the development and operation of the Project as contemplated by this Agreement.

5.4 Design Review; Conditions of Approval. Developer shall develop the Project in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Project or the Property may hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with the Project Entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "**Conditions of Approval**").

5.5 Fees. Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City and all other agencies with jurisdiction over development of the Property in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits,

environmental review, architectural review, historic review, and any subsequent approvals for the Project.

5.6 Rights of Access. For the purpose of ensuring that the Project is completed in compliance with this Agreement, Developer shall permit representatives of the City to enter upon the Property following 24 hours' written notice (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided).

5.7 City Disclaimer. Developer acknowledges that the City is under no obligation, and the City neither undertakes nor assumes any responsibility or duty to Developer or to any third party, to in any manner review, supervise, or inspect the progress of construction or the operation of the Project. Developer and all third parties shall rely entirely upon its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Any review or inspection undertaken by the City is solely for the purpose of determining whether Developer is properly discharging its obligations under this Agreement and shall not be relied upon by Developer or any third party as a warranty or representation by the City as to the quality of the design or construction of the Project or otherwise.

5.8 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

5.9 Prevailing Wage Requirements. If required by applicable federal and state law, Developer and its contractors, subcontractors and agents shall comply with California Labor Code Section 1720 *et seq*. and the regulations adopted pursuant thereto (and if applicable the federal Davis Bacon Act and implementing regulations) (all of the foregoing, "**Prevailing Wage Laws**"), and shall be responsible for carrying out the requirements of such provisions. If applicable, Developer shall submit to City a plan for monitoring payment of prevailing wages and at Developer's expense shall implement such plan and comply with all applicable reporting and recordkeeping requirements.

To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (all of the foregoing, collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in connection with the Project, the failure to comply with any state or federal labor laws, regulations or

standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. The provisions of this Section 5.9 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project. Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees and are subject to the additional terms set forth in Section 11.2 below.

5.10 Compliance with Laws. Developer shall carry out and shall cause its contractors and subcontractors to carry out the Project in conformity with all applicable federal, state and local laws, rules, ordinances and regulations (**"Applicable Laws"**) including without limitation, all applicable federal and state labor laws and standards, Section 3 of the Housing and Community Development Act of 1974, as amended (if applicable), applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims to the extent arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. Developer's defense and indemnification obligations set forth in this Section 5.10 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project and shall be subject to the additional terms set forth in Section 11.2 below.

5.11 Liens and Stop Notices. Until the latest of the date of reconveyance of the Deed of Trust or the expiration of the term of the Regulatory Agreement, Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Developer. If a claim of a lien or stop notice is given or recorded affecting the Project or the Property or any part thereof, Developer shall within twenty (20) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged.

5.12 Right of City to Satisfy Liens on the Property. If Developer fails to satisfy or discharge any lien or stop notice on the Property or any part thereof pursuant to and within the time period set forth in Section 5.11 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Developer's expense and without further notice to Developer and all sums advanced by City for such purpose shall be part of the indebtedness

secured by the Deed of Trust. In such event Developer shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Developer to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Developer. Developer shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Property for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property. The City may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property.

5.13 Insurance Requirements. Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Exhibit B.

5.14 Quarterly Performance Reporting. During construction or rehabilitation of the Project, Developer shall submit to City a Quarterly Performance Report within 30 days of the end of each quarter. The report shall be in the form of a narrative description of all activities performed in relation to the Project including all development activities. The report shall include a Project timeline, including a schedule for completing milestones and/or tasks, and indicate the status of the Project in relation to this timeline. Developer shall provide the quarterly reports described in this Section until construction of the Project is complete, even if all of the Loan Proceeds have been disbursed.

ARTICLE VI

USE OF THE PROPERTY

6.1 Substance Use Disorder Services/Affordable Housing. Developer covenants and agrees for itself, its successors and assigns that the Property will be used for the development of a substance use disorder inpatient and outpatient treatment facility (SUD Facility) for low-income and unhoused Livermore residents or as an affordable multi-family housing project that will be rented to very low income and unhoused residents at affordable rents

6.2 Preference for City of Livermore Residents and Employees. To the extent permitted by all Applicable Laws, Developer shall comply with the provisions of Section 6.1 pertaining to applicant screening preferences in the provision of services and use of facilities in the Project for people who live in the City of Livermore.

6.3 Relocation. Persons residing on the Property shall not be displaced before suitable replacement housing is available. Developer shall ensure that all occupants of the Property receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws, regulations, and policies, including but not limited to the Uniform Relocation Act (42 U.S.C. § 4601 *et seq.*) and implementing regulations (collectively "**Relocation Laws**") relating to the displacement and relocation of eligible persons as defined in such Relocation Laws. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of

occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Developer, and City shall have no responsibility for payment therefor. Developer shall be liable for any and all claims for applicable relocation benefits sought by any current, former or future tenant of the Property or the improvements existing or to be constructed on the Property pursuant to the Regulatory Agreement. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations under this Section 6.3 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees and are subject to the additional terms set forth in Section 11.2 below. The provisions of this Section 6.3 shall survive the expiration or earlier termination of this Agreement.

6.4 Maintenance. Upon completion of the improvements to be constructed on the Property, Developer shall pay all costs to maintain the Property and Improvements, including the landscaping, common areas, resident program, and services facilities in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all Applicable Laws. Without limiting the foregoing, Developer agrees to maintain the Property and the Improvements (including without limitation, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Developer shall prevent and/or rectify any physical deterioration of the Improvements and shall make all repairs, renewals and replacements necessary to keep the Property and the Improvements in good condition and repair. Failure to maintain the Property shall be considered an Event of Default.

6.5 Taxes and Assessments. Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property or the Improvements, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property or Improvements; provided, however, Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

6.6 Obligation to Refrain from Discrimination. Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926,

12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or Improvements, or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts pertaining to management of the Project made or entered into by Developer, its successors or assigns, as to any portion of the Property or the Improvements shall contain or be subject to the following nondiscrimination or nonsegregation clauses and/or similar language prohibiting discrimination and segregation:

(a) In Deeds, the following language shall appear:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(b) In Leases, the following language shall appear:

"(1) The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

(c) In Contracts pertaining to management the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

"There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

6.7 Mandatory Acknowledgment of City as Funder. All projects/programs receiving funding assistance and/or substantial technical assistance from the City are required to indicate such in any advertising, marketing, public presentations, press releases, written materials or project descriptions.

ARTICLE VII

ENVIRONMENTAL MATTERS

7.1 Definitions.

7.1.1 "**Hazardous Material**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", infectious waste", toxic substance", toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methy tert-butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws. Notwithstanding the foregoing, the term "hazardous material" shall not include materials commonly used in the development or operation of a multifamily housing development or a SUD Facility, provided such materials are stored in conditions and amounts appropriate for such facilities, and in a manner consistent with the requirements of the Environmental Laws.

7.1.2 "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Material, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of

1986 (42 U.S.C. § 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 *et seq.*), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq.*).

7.2 Developer's Post-Closing Obligations. Developer hereby covenants and agrees that:

(1) Developer shall not knowingly permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Material or otherwise knowingly permit the presence or release of Hazardous Material in, on, under, about or from the Property with the exception of limited amounts of cleaning supplies and other materials customarily used in construction, rehabilitation, use or maintenance of residential properties similar in nature to the Project, and used, stored and disposed of in compliance with Environmental Laws.

(2) Developer shall keep and maintain the Property and each portion thereof in compliance with and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Environmental Laws.

(3) Upon receiving actual knowledge of the same, Developer shall immediately advise City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer, or the Property pursuant to any applicable Environmental Laws; (ii) any and all claims made or threatened by any third party against the Developer or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Material; (iii) the presence or release of any Hazardous Material in, on, under, about or from the Property; or (iv) Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.,* or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Environmental Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**"). The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim.

(4) Without the City's prior written consent, which shall not be unreasonably withheld or delayed, Developer shall not take any remedial action in response to the presence of any Hazardous Material in, on, under, or about the Property (other than in

emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claim. City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Developer.

7.3 Environmental Indemnity. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold Indemnitees harmless from and against all Claims resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Material on, under, in or about the Property, or the transportation of any such Hazardous Material to or from, the Property, or (ii) the failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of or as the invitee of any of the foregoing to comply with Environmental Laws, unless caused by the City's active or passive negligence. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Material, and irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Laws.

The provisions of this Section 7.3 shall be in addition to any and all other obligations and liabilities that Developer may have under applicable law, and each Indemnitee shall be entitled to indemnification under this Section without regard to whether City or that Indemnitee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under the City Documents or applicable law. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion, any repayment or discharge of the Loan, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust. Developer's indemnification obligations pursuant to this Section shall not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees and are subject to the additional terms set forth in Section 11.2 below.

7.4 Disclosure. Developer represents and warrants that except as disclosed to City in writing, as of the date hereof to the current actual knowledge of Developer's principals: (i) the Property is free and has always been free of Hazardous Materials and is not and has never been in violation of any Hazardous Materials Law; (ii) there are no buried or partially buried storage tanks located on the Property; (iii) Developer has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have ever been in violation of any Hazardous Materials Law or informing Developer that the Property is subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any Hazardous Materials Law; (iv) there is no monitoring program required by the Environmental Protection Agency or any other governmental agency concerning the Property; (v) no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under or at the Property, whether by accident, burying, drainage, or storage in containers, tanks,

holding areas, or any other means; (vi) the Property has never been used as a dump or landfill; and (vii) Developer has disclosed to City all information, records, and studies in Developer's possession or reasonably available to Developer relating to the Property concerning Hazardous Materials.

Developer hereby acknowledges and agrees that (i) this Section is intended as the City's written request for information (and the Developer's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5(d)(2), and (ii) each representation and warranty in this Agreement or any of the other City Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the City and the Developer to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

7.5 City's Rights. In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the City's or the Trustee's rights and remedies under the Deed of Trust, the City may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Developer to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the City's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Developer shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Developer knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the City in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Note, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the City upon its demand made at any time following the conclusion of such action.

7.6 No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Material, whether the City obtained such information from the Developer or from its own investigations.

ARTICLE VIII

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

8.1 Identity of Developer; Changes Only Pursuant to this Agreement. Developer and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Project pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein.

8.2 Prohibition on Transfer. Prior to the expiration of the term of this Agreement, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Project, the Improvements, or this Agreement, without the prior written approval of City which approval shall be based on the information provided by the Developer and/or the SUD Service Provider not to be unreasonably withheld. Any such attempt to assign this Agreement without the City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Regulatory Agreement, except as expressly permitted by this Agreement, Developer shall not undergo any change of ownership without the prior written approval of City.

8.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement upon City's written consent; (iii) the lease to non-profit services agencies in use in accordance with this Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Project in accordance with the approved Financing Plan as it may be updated with City approval, and subject to the requirements of Article IX, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

8.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (i), (ii), (iii), and (iv) of Section 8.3:

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Developer under this Agreement.

(ii) The Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to affect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer, requested additional information regarding a proposed Transfer, or notified Developer that City Council approval will be required in writing within ninety (90) days following City's receipt of written request by Developer, the proposed Transfer shall be deemed approved.

8.5 Effect of Transfer without City Consent.

8.5.1 In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

8.5.2 It shall be an Event of Developer Default hereunder entitling City to pursue remedies including without limitation, termination of this Agreement and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Developer assigns or Transfers this Agreement, the Improvements, or the Property in violation of Article VIII.

ARTICLE IX

SECURITY FINANCING AND RIGHTS OF MORTGAGEES

9.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property only for the purpose of securing loans for the purpose of financing the transfer of the Property, the design and construction of the Improvements, and other expenditures reasonably necessary for development of the Project pursuant to this Agreement. Developer shall not enter into any conveyance for such financing that is not contemplated in the Financing Plan as it may be updated with City approval, without the prior written approval of the City's Authorized

Representative or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

9.2 Subordination. The City agrees that City will not withhold consent to reasonable requests for subordination of the Deed of Trust and Regulatory Agreement to deeds of trust provided for the benefit of lenders providing financing for the Project that are identified in the approved Financing Plan as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights and the rights set forth in Section 9.6 below.

9.3 Holder Not Obligated to Construct. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated to complete construction of the Improvements or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

9.4 Notice of Default and Right to Cure. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property or the Improvements, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Developer extended by an additional sixty (60) days. In the event that possession of the Property or the Improvements (or any portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property or Improvements, as applicable, within the applicable cure period, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect the same) without first having expressly assumed in writing Developer's obligations to City under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project and the Improvements and submit evidence reasonably satisfactory to City that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such holder properly completing the Project pursuant to this Section shall assume all rights and obligations of Developer under this Agreement.

9.5 City Right to Cure Defaults. In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Property or the Improvements, City may cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Developer. In such event, Developer shall be liable for, and City shall be

entitled to reimbursement from Developer for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum shall constitute a part of the indebtedness secured by the City Deed of Trust.

9.6 Holder to be Notified. Developer agrees to use best efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged and accepted in writing by the holder prior to its creating any security right or interest in the Property or the Improvements.

9.7 Modifications to Agreement. City shall not unreasonably withhold its consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter City's substantive rights and obligations under this Agreement.

9.8 Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE X

DEFAULTS, REMEDIES AND TERMINATION

10.1 Event of Developer Default. The following events shall constitute an event of default on the part of Developer hereunder ("**Event of Developer Default**"):

(a) Developer fails to secure entitlements, financing, or commence or complete construction of the Project within the time period set forth in the Schedule of Performance, or subject to Force Majeure, abandons or suspends construction of the Project prior to completion for a period of thirty (30) days or more;

(b) Developer fails to pay when due the principal and interest payable under the Note, and such failure continues for ten (10) days after City notifies Developer thereof in writing;

(c) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VIII;

(d) Developer fails to maintain insurance as required pursuant to this Agreement, and Developer fails to cure such default within five (5) days;

(e) Developer fails to pay prior to delinquency taxes or assessments due on the Property or the Improvements or fails to pay when due any other charge that may result in a lien on the Property or the Improvements, and Developer fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(f) A default arises under any loan secured by a mortgage; deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(g) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement or Developer's request for the Loan proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City;

(h) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Developer or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(i) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer, in each case if such decree, order, petition, or appointment is not removed or rescinded within sixty (60) days;

(j) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure pursuant to paragraphs (h) or (i) above or pursuant to any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(k) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(l) An event of default arises under any City Document and remains uncured beyond any applicable cure period;

(m) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 10.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Developer;

provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Developer Default shall not arise hereunder if Developer commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion; or

(n) Developer fails to transfer the Property and assign the Developer's rights and obligations under the City Documents to an entity designated by the City, as provided in Section 2.2 herein, after City requests such transfer and assignment in writing.

10.2 City's Right to Terminate Agreement. If an Event of Developer Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Developer and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

10.3 City's Remedies and Rights Upon an Event of Developer Default. Upon the occurrence of an Event of Developer Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, without notice to or demand upon Developer, except for notices or demands required by law or expressly required pursuant to the City Documents, exercise one or more of the following remedies:

(a) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable;

(b) Seek specific performance to enforce the terms of the City Documents;

(c) Foreclose on the Property pursuant to the Deed of Trust;

(d) Terminate this Agreement pursuant to this Section 10.3; and

(e) Initiate a Transfer of the Property to another non-profit entity designated by the City, to execute development of the Project as described herein and in the Regulatory Agreement. Developer shall have all rights to entitlement assigned to City. Developer shall transfer the Property to the City within 90 days of written notice by the City to exercise this remedy; and Pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and City's rights thereunder.

10.4 No Default for City. The parties acknowledge the City would not have entered into this Agreement had it been exposed to special or consequential damage claims from Borrower for any breach thereof. As such, the parties agree that in no event, including breach of this Agreement, shall Developer be entitled to recover any special or consequential damages against the City arising out of actions or failure to act by the City in connection with any of the City Documents.

10.5 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding any contrary provision of this Agreement, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

10.6 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

10.7 Rights of Mortgagees. Any rights of the City under this Article X shall not defeat, limit or render invalid any mortgage or deed of trust permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of such instruments.

10.8 Construction Plans. If this Agreement is terminated by mutual agreement of the Parties or by City as a result of an Event of Developer Default, the Developer, at no cost to the City, shall deliver to the City copies of all development plans and studies in the Developer's possession or in the possession of the Developer' s consultants related to development of the Project on the Property, including without limitation, the Construction Plans, subject only to the rights of senior lenders identified in the Financing Plan as it may be updated with City approval. If the City utilizes the Construction Plans or studies, the City shall indemnify the Developer for any claims arising from such use.

ARTICLE XI

INDEMNITY AND INSURANCE.

11.1 Indemnity. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims to the extent arising directly or indirectly, in whole or in part, as a result of or in connection with the development, construction, improvement, operation, ownership or maintenance of the Project or the Property, or any part thereof or interest therein, by Developer or Developer's contractors, subcontractors, agents, employees or any other party acting for or on behalf of Developer, or otherwise to the extent arising out of or in connection with Developer's performance or failure to perform under this Agreement, including without limitation, Claims arising or alleged to have arisen in connection with any violation of Applicable Laws in connection with the development, operation or management of the Project by Developer or Developer's contractors, subcontractors, agents, employees or any other party acting for or on behalf of Developer. Developer's indemnification obligations under this Section 11.1 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees and are subject to the additional terms set forth in Section 11.2 below. The

provisions of this Section 11.1 shall survive the expiration or earlier termination of this Agreement.

11.2 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 11.2 shall apply to all provisions of this Agreement that pertain to Developer's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 5.9, 5.10, 6.3, 7.3, 11.1, and 12.1. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Developer that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

(b) Developer's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust), or limiting the personal liability of Developer, or any other party for payment of all or any part of the Loan; (iv) the accuracy or inaccuracy of any representation and warranty made by Developer under this Agreement or by Developer or any other party under any City Document, (v) the release of Developer or any other person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the Loan; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the Loan.

(c) The obligations of Developer to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Note, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

11.3 Insurance. Borrower 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. Upon reasonable written notice, Borrower 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.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Enforced Delay; Extension of Times of Performance. The time for performance of provisions of this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting the Project or this Agreement which is caused by war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by unrelated third parties concerning or arising out of this Agreement or unseasonable

weather conditions (**"Force Majeure"**). An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer and City (acting in the discretion of the City's Authorized Representative unless he or she determines in his or her discretion to refer such matter to the City Council). City and Developer acknowledge that, notwithstanding any contrary provision of this Agreement, adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the Project shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

12.2 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement or any other City Document shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

CITY: City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: City Manager

DEVELOPER: Housing Consortium of the East Bay
410 7th Street
Oakland, CA 94607
Attention: Darin Lounds, Executive Director

12.3 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

12.4 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and

executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

12.5 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VIII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

12.6 Survival. All representations made by Developer hereunder and Developer's obligations pursuant to Sections 5.9, 5.10, 5.11, 6.3, 7.3, 11.1, 11.2 and 12.1 shall survive the expiration or termination of this Agreement.

12.7 Headings; Interpretation; Statutory References. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. All references in the City Documents to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Livermore shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12.8 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City's Authorized Representative or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City's Authorized Representative determines in his or her discretion that such action or approval requires referral to City Council for consideration.

12.9 Entire Agreement. This Agreement, including Exhibits A through E attached hereto and incorporated herein by this reference, together with the other City Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof. If the Exhibits to this Agreement are inconsistent with this Agreement, the more restrictive requirements shall control, as determined by the City's Authorized Representative. In the event of a conflict between this Agreement and the other City Documents, the more restrictive requirements shall control, as determined by the City's Authorized Representative.

12.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

12.11 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

12.12 No Third-Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

12.13 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and City is and shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project or the Loan. Developer and its employees are not employees of City but rather are and shall always be considered independent contractors. Furthermore, Developer and its employees shall at no time hold themselves out as employees or agents of City. Except as City may specify in writing, Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

12.14 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of the State of California.

12.15 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

12.16 Inspection of Books and Records. Upon request, Developer shall permit the City to inspect at reasonable times and on a confidential basis those books, records and all other documents of Developer necessary to determine Developer's compliance with the terms of this Agreement.

12.17 Political Activity. None of the funds, materials, property or services contributed by City to Developer under this Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

12.18 Non-Liability of City Officials, Employees and Agents. No member, official,

employee or agent of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement.

12.19 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Developer shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 *et seq.,* no person who is a director, officer, partner, trustee or employee or consultant of the Developer, or immediate family member of any of the preceding, shall make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the Developer. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 *et seq.,* its implementing regulations manual and codes, and Government Code Section 1090.

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have entered into this Affordable Housing Loan Agreement effective as of the date first written above.

CITY:

CITY OF LIVERMORE, a California municipal corporation

By:_____

Print Name: Marc Roberts
Title: City Manager

ATTEST:

By:_____

APPROVED AS TO FORM:

_____
City Attorney

DEVELOPER:

HOUSING CONSORTIUM OF THE EAST BAY
a California nonprofit 501© (3) public benefit corporation

By: _____
Darin Lounds
Executive Director

EXHIBIT A

Legal Description of the Property

Real Property in the City of Livermore, County of Alameda, State of California, described as follows:

Parcel 1: beginning at a point on the northeastern line of north i street, distant thereon 105.00 feet northwesterly from the northwestern line of walnut street; running thence along said line of north i street northwesterly 103.68 feet to the southwestern line of junction avenue; thence along the last mentioned line southeasterly 131.12 feet to a line drawn at right angles to said line of north i street

northeasterly from the point of beginning; thence along the line so drawn southwesterly 80.28 feet to the point of beginning.

Parcel 2: beginning at the intersection of the northwestern line of walnut street with the northeastern line of north i street; running thence along said line of walnut street northeasterly 55.00 feet; thence at right angles northwesterly 105.00

feet; thence at right angles southwesterly 55.00 feet to said line of north i street; thence along the last mentioned line southeasterly 105.00 feet to the point of beginning.

Parcel 3: beginning at a point on the northwestern line of walnut street, distant thereon 55.00 feet northeasterly from the northeastern line of north i street; running thence along said line of walnut street northeasterly 106.58 feet to the southwestern line of junction avenue; thence along the last mentioned line northwesterly 132.80 feet to a line drawn parallel with said line of walnut street

and distant at right angles 105.00 feet northwesterly therefrom; thence along the line so drawn southwesterly 25.28 feet to a line drawn at right angles to said line of walnut street northwesterly from the point of beginning; thence at right angles

southeasterly 105.00 feet to the point of beginning.

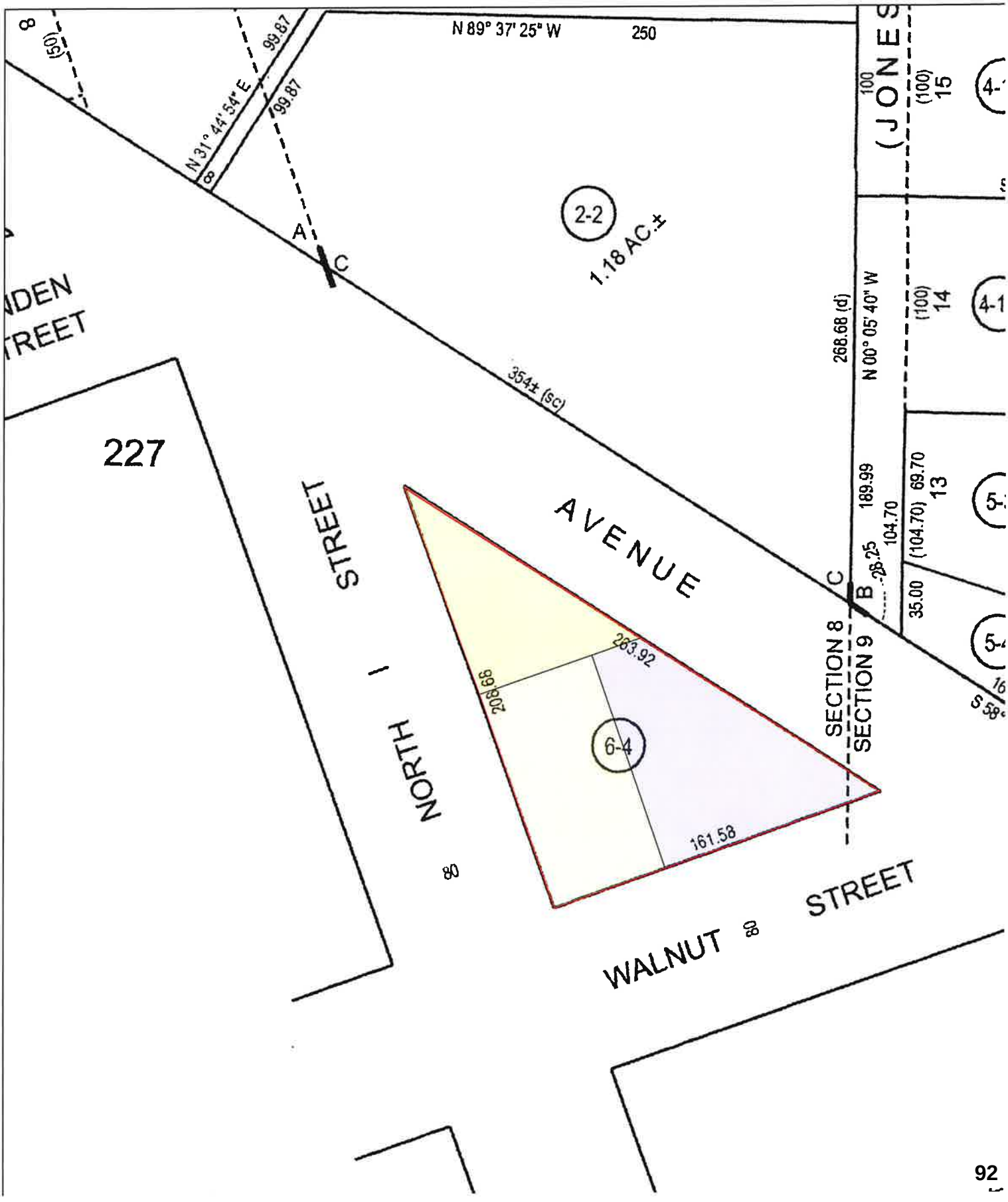
APN: 098-0210-006-04

EXHIBIT A

EXHIBIT A

Standard Scale 1 : 1

0 1 2



INSURANCE REQUIREMENTS
REGULATORY / LOAN AGREEMENTS

Minimum Scope and Limits of Insurance
Owner/Borrower shall maintain limits no less than:

1. **Commercial General Liability:**
   $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. **Property Insurance:**
   Borrower is required to obtain and maintain property insurance coverage to cover full replacement value, to include improvements, and shall be written on an All Risk basis with a maximum deductible of $1,000 per property. The Property Insurance Policy shall also include a provision that protects the location and the City's interest if the Property is vacant and/or unoccupied for more than thirty (30) days. Borrower's policy must also include a business interruption provision to cover loan payments for twelve (12) to twenty-four (24) months if the property is damaged and cannot be sold or occupied. Additionally, the City must also be named as a Loss Payee by endorsement such as 438 BFU NS or similar.

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 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 policy is 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 Owner/Borrower. 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 Owner/Borrower 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 Owner/Borrower 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

Owner/Borrower 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 the agreement is executed. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

PROMISSORY NOTE
(Acquisition Loan)

Dated: _____, 2022

Principal Amount:
$2,400,000

2346 Walnut Street Avenue
Livermore, California

FOR VALUE RECEIVED, the undersigned, Housing Consortium of the East Bay (HCEB), a California nonprofit public benefit corporation("Borrower"), hereby promises to pay to the order of the City of Livermore, a municipal corporation, 1052 South Livermore Avenue, Livermore ("Holder"), a principal amount of Two Million Four Hundred Thousand Dollars ($2,400,000), plus zero point three two percent (0.32%) interest with quarterly adjustments per the Local Agency Investment Fund (LAIF) schedule thereon pursuant to Section 2 below.

1. Borrower's Obligation. This promissory note ("**Note**") evidences Borrower's obligation to pay Holder the principal amount of Two Million Four Hundred Thousand Dollars ($2,400,000) (the "**Loan**") for the funds loaned to Borrower by Holder to fund the acquisition and development of affordable housing or substance use disorder service facility on the Property located at 2346 Walnut in Livermore, CA pursuant to the Affordable Housing Loan Agreement (Agreement) which is incorporated by this reference in its entirety into this Promissory Note. All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Agreement.

2. Interest.

(a) The outstanding principal balance of this Note shall bear zero point three two percent (0.32%) interest with quarterly adjustments per the Local Agency Investment Fund (LAIF) schedule , commencing on the date of disbursement of Loan funds by Holder to Borrower.

(b) Provided, however, if an Event of Default occurs, interest on all amounts due under this Note shall begin to accrue, as of the date of the Event of Default and continuing until such time as the Loan funds are repaid in full or the Event of Default is cured, at the Default Rate of the lesser of ten percent (10%) per annum or the maximum rate permitted by law (the "**Default Rate**"); provided however, if any payment due hereunder is not paid when due, the Default Rate shall apply commencing upon the due date for such payment. When Borrower is no longer in default, the Default Rate shall no longer apply, and the interest rate shall once again be the rate specified in the first paragraph of this Note. Notwithstanding the foregoing provisions, if the interest rate charged exceeds the maximum legal rate of interest, the rate shall be the maximum rate permitted by law. The imposition or acceptance of the Default Rate shall in no event constitute a waiver of a default under this Note or prevent Holder from exercising any of its other rights or remedies.

3. Term and Repayment Requirements. The term of this Note and payments due under this Note are as set forth in Section 4.2 of the Agreement.

4. No Assumption. Except as may be otherwise set forth in the Agreement, this Note shall not be assumable by the successors and assigns of Borrower without the prior written consent of Holder.

5. Security. This Note is secured by the Deed of Trust on the Property dated concurrently herewith and recorded against the Property (the "**Deed of Trust**"), wherein the Borrower is the Trustor and the Holder is the Beneficiary. Holder shall be entitled to the benefits of the security provided by the Deed of Trust and shall have the right to enforce the covenants and agreements contained herein, in the Deed of Trust, the Agreement, and the other City Documents dated as of the date hereof, executed by and between Holder and Borrower.

6. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to Holder at the Community Development Department, 1052 South Livermore Avenue, Livermore, CA 94550, Attention: Finance Department, or to such other place as the Holder of this Note may from time to time designate.

(c) All payments on this Note shall be without expense to the Holder and the Borrower agrees to pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees and other professional service fees and costs of the Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

7. Non-Recourse. Except as expressly provided in this Section 7, Borrower shall not have personal liability for payment of the principal of, or interest on, this Note, and the sole recourse of Holder with respect to the payment of the principal of, and interest on, this Note shall be to the Project, the Property and any other collateral held by Holder as security for this Note; provided however, nothing contained in the foregoing limitation of liability shall:

(a) impair the enforcement against all such security for the Loan of all the rights and remedies of the Holder under the Deed of Trust and any financing statements Holder files in

connection with the Loan as each of the foregoing may be amended, modified, or restated from time to time;

(b) impair the right of Holder to bring a foreclosure action, action for specific performance or other appropriate action or proceeding to enable Holder to enforce and realize upon the Deed of Trust, the interest in the Project and the Property created thereby and any other collateral given to Holder in connection with the indebtedness evidenced hereby and to name the Borrower as party defendant in any such action;

(c) be deemed in any way to impair the right of the Holder to assert the unpaid principal amount of the Loan as a demand for money within the meaning of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto;

(d) constitute a waiver of any right which Holder may have under any bankruptcy law to file a claim for the full amount of the indebtedness owed to Holder hereunder or to require that the Project and the Property shall continue to secure all of the indebtedness owed to Holder hereunder in accordance with this Note and the Deed of Trust; or

(e) limit or restrict the ability of Holder to seek or obtain a judgment against Borrower to enforce against Borrower to:

(i) recover under any provision of the City Documents that obligates Borrower to indemnify Holder, or

(ii) recover from Borrower compensatory damages as well as other costs and expenses incurred by Holder (including without limitation reasonable attorneys' fees and expenses) arising as a result of the occurrence of any of the following:

(a) any fraud or intentional misrepresentation on the part of the Borrower, or any officer, director or authorized representative of Borrower in connection with the request for or creation of the Loan, or in any City Document, or in connection with any request for any action or consent by Holder in connection with the Loan;

(b) any failure to maintain insurance on the Property and the Project as required pursuant to the City Documents;

(c) failure to pay taxes, assessments or other charges which may become liens on the Property or the Project;

(d) the presence of Hazardous Materials on the Property or other violation of the Borrower's obligations under Section 7.1.1 of the Agreement, except as limited by the provisions therein;

(e) the occurrence of any act or omission of Borrower that results in waste to or of the Project or the Property and which has a material adverse effect on the value of the Project or the Property;

(f) the material misapplication of the Loan proceeds;

(g) the removal or disposal of any personal property or fixtures or the retention of rents, insurance proceeds, or condemnation awards in violation of the Deed of Trust;

(h) the material misapplication of the proceeds of any insurance policy or award resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Project or the Property; and

(i) the failure of Borrower to pay all amounts payable under this Note in full if Borrower Transfers the Property in violation of the Agreement.

8. Event of Default.

(a) Any of the following shall constitute an "Event of Default" under this Note:

(i) Any failure to pay, in full, any payment required under this Note when due within ten (10) days of written notice by the Holder to the Borrower that such payment is due;

(ii) Any failure in the performance by the Borrower of any term, condition, provision or covenant set forth in this Note subject to any applicable notice and cure period set forth in Article 10 of the Agreement;

(iii) The occurrence of any Event of Default under any of the City Documents, Agreement or other instrument securing the obligations of the Borrower under this Note or under any other promissory notes hereafter issued by the Borrower to the Holder pursuant to the Agreement or the Deed of Trust, subject to notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of one or more of the foregoing Events of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of the Holder become immediately due and payable upon written notice by the Holder to the Borrower without further demand.

(c) The Holder's failure to exercise the remedy set forth in Subsection 7(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing Events of Default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the Holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Holder, except as and to the extent otherwise provided by law.

9. Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time and that the Holder may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of the Holder with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

10. Miscellaneous Provisions.

(a) All notices to the Holder or the Borrower shall be given in the manner and at the addresses set forth in the Agreement, or to such addresses as the Holder and the Borrower may therein designate.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees and other professional service fees and costs, incurred by the Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally; if amended, it must be by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California with venue in the Superior Court of Alameda County, California or in the Federal District for the Northern District of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

BORROWER:

Housing Consortium of the East Bay
a California nonprofit public benefit corporation

By: _____
Darin Lounds
Executive Director

1.

EXHIBIT D

EXHIBIT A

RECORDING REQUESTED BY
DOMA Title of California, Inc

AND WHEN RECORDED MAIL TO

City of Livermore
1052 S. Livermore Avenue
Livermore, Ca. 94550-4899

Loan No.:

Space Above This Line for Recorder's Use Only

A.P.N.: [098-0210-006-04]
File No.:

DEED OF TRUST AND ASSIGNMENT OF RENTS

(Short Form)

THIS DEED OF TRUST, made this _____ , 2022 between

TRUSTOR: Housing Consortium of the East Bay, a California nonprofit public benefit corporation whose address is 410 7th Street, Suite 203, Oakland, CA 94607

TRUSTEE: [City of Livermore, a Municipal Corporation]

and BENEFICIARY: City of Livermore, a Municipal Corporation

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Livermore, Alameda County, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions, incorporated by reference, to collect and apply such rents, issues and profits.
FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor, incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of **$2,400,000**, executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record Owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured
TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and page of the Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernadino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Ventura	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego Series 2 Book 1961, Page 183887						Yuba	334	486

3.

which provisions, identical in all counties, are printed below) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at property address.

FURTHERMORE, in the event of foreclosure or deed in lieu of foreclosure, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Trustor's ability to sell the Property shall have no further force or effect. Any person (including successors or assigns thereto) receiving title to the Property through a foreclosure or deed in lieu of foreclosure shall receive title to the Property free and clear from such restrictions.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

_____

Dated: _____ ,

_____

Darin Lounds, Executive Director, Housing Consortium of the East Bay

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California }

}ss.

COUNTY OF _____ }

On___, before me, _____, Notary Public, personally appeared____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)

Signature of Notary Public

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county In California, as stated in the foregoing Deed of Trust and incorporated by reference In said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay Immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee is such reconveyance may be described as "the person or persons legally entitled thereto. Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed of Trust (unless directed in such request to retain them.)

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, Issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s) and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and In such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any Indebtedness secured hereby may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust Is recorded and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: _____, a California Corporation, **Trustee** Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to: _____

_____

_____

_____

_____ By _____

_____ By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Short Form
DEED OF TRUST
WITH POWER OF SALE
INDIVIDUAL

_____ **TITLE COMPANY, A CALIFORNIA CORPORATION**

APN: 098-0210-006-04

File No.
2022-210 JLH/TMM

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

[TITLE COMPANY TO ATTACH]

APN: 098-0210-006-04

File No.
2022-210 JLH/TMM

2346 Walnut Street Pre-Development Budget

2346 Walnut Street
Pre-development use of funds

Expense	Budget
Purchase Price	2,100,000.00
Appraisal	8,500.00
Phase I	2,300.00
ACM/Lead Survey	3,500.00
Architecture & Other Reports	72,500.00
Civil	4,000.00
Survey	8,700.00
Legal Fees	10,000.00
Site Maintenance during escrow period	20,000.00
Property Tax, Insurance during escrow (2 year)	95,000.00
Planning Application Fees	5,000.00
Developer Fee- Escrow	20,000.00
Developer Fee- Entitlements	15,000.00
Project Management	18,000.00
Loan Interest	10,000.00
Contingency	7,500.00
	2,400,000.00

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 4.5**

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution adopting the City of Livermore Salary Plan as of June 2022, in accordance with California Code of Regulations, Title 2, Section 570.5.

RECOMMENDED ACTION

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

SUMMARY

The proposed City of Livermore Salary Plan, attached as Exhibit A to the Resolution, is intended to make the following amendments:

1. Retitle Administrative Account Technician (Class Code 223) to Junior Accountant.
2. Salary Increase of 7% for the retitled Junior Accountant effective June 6, 2022.
3. Salary Increase of 5.19% for Water Resources Division Manager effective June 6, 2022.

DISCUSSION

Administrative Account Technician

The classification of Administrative Account Technician (Class Code 223) currently works in the Finance division of the Administrative Services department and is responsible for performing detailed accounting and analysis for special assessment districts, banking services, lighting and landscape districts, grant administration, budget preparation, and fixed assts. This position has been difficult to recruit for in the past because people with accounting experience interpret this job as non-technical and administrative in nature and are reluctant to apply. The revised title of Junior Accountant more closely matches the duties, is a more common job title, and should serve to help attract the best qualified candidates.

Junior Accountant Salary

To meet the robust needs of the Finance division, responsibilities have been added to the classification of Junior Accountant. In recognition of the additional duties and responsibilities, staff recommends a 7% salary adjustment increasing the salary range to $80,350.30 - $97,666.29. The new salary range will

place this position within market for total compensation and should provide a more robust qualified applicant pool.

Water Resources Division Manager Salary

The classification of Water Resources Division Manager is a single incumbent class assigned to the Water Resources division of the Public Works department. This classification is required to plan, organize, direct, and manage the activities of the wastewater treatment plant operation, recycled water production, reclamation, laboratory, source control, wastewater and storm water collection systems, facility maintenance, and water distribution function. Incumbents are required to ensure compliance with all federal, state, and local regulatory requirements and provide highly technical and administrative assistance to the Public Works Director. This position currently resides on the salary schedule below the salary range for positions such as Planning Manager and Maintenance and Golf Operations Manager. To ensure appropriate internal alignment and, in the interest of attracting the best qualified applicant pool to fill this vacant position, staff recommends increasing the salary range for this position. The recommendation is to increase this salary range by 5.19%, to $12,240.66 - $15,300.83.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact of all these changes is $22,350. The FY 2022-23 budget can absorb the $22,350 increase through attrition savings.

ATTACHMENTS

1. Resolution
2. Exhibit A - Salary Plan

Prepared by: Nancy Dias
Human Resource 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 ADOPTING THE CITY OF LIVERMORE SALARY PLAN DATED JUNE 2022, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached as Exhibit A, is intended to make the following amendments:

- Retitle Administrative Account Technician (Class Code 223) to Junior Accountant and increase the salary by 7%; and
- Increase the salary of the Water Resources Division Manager (Class Code 449) by 5.19%.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the amended Salary Plan attached as Exhibit A, is hereby approved in accordance with California Code of Regulations, Title 2, Section 570.5, effective June 6, 2022.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 23, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/Jason Alcala
Jason Alcala
City Attorney

Exhibit A – Salary Plan dated June 2022

LIVERMORE
CALIFORNIA

Salary Plan

June 2022

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
221	01	ACCOUNT CLERK	61,523.80	64,573.17	67,765.55	71,117.56	74,637.17
	Sch=M22		5,126.98	5,381.10	5,647.13	5,926.46	6,219.76
			1,183.15	1,241.79	1,303.18	1,367.65	1,435.33
			29.57875	31.04479	32.57959	34.19113	35.88325
225	02	ACCOUNT CLERK, JUNIOR	55,638.30	58,383.95	61,266.88	64,293.95	67,472.37
	Sch=M22		4,636.53	4,865.33	5,105.57	5,357.83	5,622.70
			1,069.97	1,122.77	1,178.21	1,236.42	1,297.55
			26.74918	28.06921	29.45523	30.91055	32.43864
222	03	ACCOUNT CLERK, SENIOR	67,045.67	70,361.68	73,843.49	77,499.39	81,338.09
	Sch=M22		5,587.14	5,863.47	6,153.62	6,458.28	6,778.17
			1,289.34	1,353.11	1,420.07	1,490.37	1,564.19
			32.23350	33.82773	35.50168	37.25932	39.10485
223	05	ACCOUNTANT, JUNIOR*	80,350.30	84,367.81	88,586.20	93,015.51	97,666.29
	Sch=M22		6,695.86	7,030.65	7,382.18	7,751.29	8,138.86
			1,545.20	1,622.46	1,703.58	1,788.76	1,878.20
			38.62995	40.56145	42.58952	44.71900	46.95495
224	04	ACCOUNTING TECHNICIAN	71,281.49	74,809.30	78,513.49	82,402.89	86,486.77
	Sch=M22		5,940.12	6,234.11	6,542.79	6,866.91	7,207.23
			1,370.80	1,438.64	1,509.87	1,584.67	1,663.21
			34.26995	35.96601	37.74687	39.61677	41.58018
213	14	ADMINISTRATIVE	74,741.38	78,442.18	82,328.02	86,408.15	90,692.29
	Sch=M22	ASSISTANT	6,228.45	6,536.85	6,860.67	7,200.68	7,557.69
			1,437.33	1,508.50	1,583.23	1,661.70	1,744.08
			35.93336	37.71259	39.58078	41.54238	43.60206
206	06	ADMINISTRATIVE	74,741.38	78,442.18	82,328.02	86,408.15	90,692.29
	Sch=M22	TECHNICIAN	6,228.45	6,536.85	6,860.67	7,200.68	7,557.69
			1,437.33	1,508.50	1,583.23	1,661.70	1,744.08
			35.93336	37.71259	39.58078	41.54238	43.60206
471	01	AIRPORT SERVICE	65,218.11	68,442.75	71,828.62	75,383.78	79,116.70
	Sch=PS1	ATTENDANT	5,434.84	5,703.56	5,985.72	6,281.98	6,593.06
			1,254.19	1,316.21	1,381.32	1,449.69	1,521.48
			31.35486	32.90517	34.53299	36.24220	38.03688
473	02	AIRPORT SERVICE	70,060.11	73,526.85	77,166.92	80,989.00	85,002.18
	Sch=PS1	ATTENDANT SENIOR	5,838.34	6,127.24	6,430.58	6,749.08	7,083.52
			1,347.31	1,413.98	1,483.98	1,557.48	1,634.66
			33.68275	35.34945	37.09948	38.93702	40.86643
290	07	ANIMAL CONTROL	74,142.55	77,813.41	81,667.81	85,714.92	89,964.39
	Sch=M22	OFFICER	6,178.55	6,484.45	6,805.65	7,142.91	7,497.03
			1,425.82	1,496.41	1,570.53	1,648.36	1,730.08
			35.64546	37.41029	39.26337	41.20910	43.25211
465	66	ASSET MANAGEMENT	100,357.68	105,339.30	110,570.00	116,062.23	121,829.06
	Sch=M22	SPECIALIST	8,363.14	8,778.28	9,214.17	9,671.85	10,152.42
			1,929.96	2,025.76	2,126.35	2,231.97	2,342.87
			48.24888	50.64389	53.15865	55.79915	58.57166

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
281	08	BUILDING INSPECTOR I	88,085.42	92,453.42	97,039.82	101,855.54	106,912.05
	Sch=M22		7,340.45	7,704.45	8,086.65	8,487.96	8,909.34
			1,693.95	1,777.95	1,866.15	1,958.76	2,056.00
			42.34876	44.44876	46.65376	48.96901	51.40002
282	09	BUILDING INSPECTOR II	94,758.27	99,459.91	104,396.64	109,580.20	115,022.94
	Sch=M22		7,896.52	8,288.33	8,699.72	9,131.68	9,585.25
			1,822.27	1,912.69	2,007.63	2,107.31	2,211.98
			45.55686	47.81726	50.19069	52.68279	55.29949
277	56	BUILDING INSPECTOR III	97,572.81	102,415.18	107,499.66	112,838.37	118,444.02
	Sch=M22		8,131.07	8,534.60	8,958.31	9,403.20	9,870.34
			1,876.40	1,969.52	2,067.30	2,169.97	2,277.77
			46.91000	49.23807	51.68253	54.24922	56.94424
288	10	BUILDING INSPECTOR,	102,415.18	107,499.66	112,838.37	118,444.02	124,329.95
	Sch=M22	SENIOR	8,534.60	8,958.31	9,403.20	9,870.34	10,360.83
			1,969.52	2,067.30	2,169.97	2,277.77	2,390.96
			49.23807	51.68253	54.24922	56.94424	59.77401
249	11	CIVIL ENGINEER,	105,318.22	110,547.86	116,038.98	121,804.66	127,858.63
	Sch=M22	ASSISTANT	8,776.52	9,212.32	9,669.92	10,150.39	10,654.89
			2,025.35	2,125.92	2,231.52	2,342.40	2,458.82
			50.63376	53.14801	55.78797	58.55993	61.47050
254	12	CIVIL ENGINEER,	114,167.48	119,839.59	125,795.30	132,048.80	138,614.98
	Sch=M22	ASSOCIATE	9,513.96	9,986.63	10,482.94	11,004.07	11,551.25
			2,195.53	2,304.61	2,419.14	2,539.40	2,665.67
			54.88821	57.61519	60.47851	63.48500	66.64182
247	13	CIVIL ENGINEER, JUNIOR	92,469.59	97,056.79	101,873.36	106,930.76	112,241.03
	Sch=M22		7,705.80	8,088.07	8,489.45	8,910.90	9,353.42
			1,778.26	1,866.48	1,959.10	2,056.36	2,158.48
			44.45653	46.66192	48.97758	51.40902	53.96203
292	17	COMMUNITY	65,298.88	68,527.55	71,917.67	75,477.28	79,214.88
	Sch=M22	SERVICE SPECIALIST	5,441.57	5,710.63	5,993.14	6,289.77	6,601.24
			1,255.75	1,317.84	1,383.03	1,451.49	1,523.36
			31.39369	32.94594	34.57580	36.28715	38.08408
294	19	CRIME ANALYST	85,396.72	89,630.29	94,075.53	98,743.04	103,643.92
	Sch=M22		7,116.39	7,469.19	7,839.63	8,228.59	8,636.99
			1,642.24	1,723.66	1,809.14	1,898.90	1,993.15
			41.05612	43.09149	45.22862	47.47262	49.82881
296	62	CRIME PREVENTION	70,572.45	74,064.81	77,731.78	81,582.10	85,624.93
	Sch=M22	SPECIALIST	5,881.04	6,172.07	6,477.65	6,798.51	7,135.41
			1,357.16	1,424.32	1,494.84	1,568.89	1,646.63
			33.92906	35.60808	37.37105	39.22216	41.16583
208	21	DIVISION CLERK	63,023.02	66,137.91	69,408.54	72,842.69	76,448.57
	Sch=M22		5,251.92	5,511.49	5,784.05	6,070.22	6,370.71
			1,211.98	1,271.88	1,334.78	1,400.82	1,470.16
			30.29953	31.79707	33.36949	35.02052	36.75412

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234	64	ECONOMIC DEVELOPMENT	82,142.93	86,213.81	90,488.24	94,976.38	99,688.92
	Sch=M22	SPECIALIST	6,845.24	7,184.48	7,540.69	7,914.70	8,307.41
			1,579.67	1,657.96	1,740.16	1,826.47	1,917.09
			39.49179	41.44895	43.50396	45.66172	47.92737
467	38	ELECTRICIAN	81,809.70	85,863.91	90,120.84	94,590.61	99,283.88
	Sch=PS1		6,817.48	7,155.33	7,510.07	7,882.55	8,273.66
			1,573.26	1,651.23	1,733.09	1,819.05	1,909.31
			39.33159	41.28073	43.32733	45.47625	47.73263
255	23	ENGINEER, ASSISTANT	100,357.67	105,339.29	110,569.99	116,062.22	121,829.05
	Sch=M22		8,363.14	8,778.27	9,214.17	9,671.85	10,152.42
			1,929.96	2,025.76	2,126.35	2,231.97	2,342.87
			48.24888	50.64389	53.15865	55.79914	58.57166
256	24	ENGINEER, JUNIOR	88,100.82	92,469.60	97,056.80	101,873.37	106,930.77
	Sch=M22		7,341.74	7,705.80	8,088.07	8,489.45	8,910.90
			1,694.25	1,778.26	1,866.48	1,959.10	2,056.36
			42.35616	44.45654	46.66192	48.97758	51.40902
273	63	ENGINEERING SPECIALIST	100,357.67	105,339.29	110,569.99	116,062.22	121,829.05
	Sch=M22		8,363.14	8,778.27	9,214.17	9,671.85	10,152.42
			1,929.96	2,025.76	2,126.35	2,231.97	2,342.87
			48.24888	50.64389	53.15865	55.79914	58.57166
284	25	ENGINEERING	86,151.86	90,423.18	94,908.07	99,617.21	104,561.80
	Sch=M22	TECHNICIAN, ASSIST	7,179.32	7,535.27	7,909.01	8,301.43	8,713.48
			1,656.77	1,738.91	1,825.16	1,915.72	2,010.80
			41.41916	43.47268	45.62888	47.89289	50.27010
275	26	ENGINEERING	92,469.59	97,056.79	101,873.36	106,930.76	112,241.03
	Sch=M22	TECHNICIAN, ASSOC	7,705.80	8,088.07	8,489.45	8,910.90	9,353.42
			1,778.26	1,866.48	1,959.10	2,056.36	2,158.48
			44.45653	46.66192	48.97758	51.40902	53.96203
279	28	ENGINEERING	96,108.21	100,877.35	105,884.95	111,142.93	116,663.81
	Sch=M22	TECHNICIAN, SENIOR	8,009.02	8,406.45	8,823.75	9,261.91	9,721.98
			1,848.23	1,939.95	2,036.25	2,137.36	2,243.53
			46.20587	48.49873	50.90623	53.43410	56.08837
410	40	FACILITIES MAINTENANCE	55,328.92	58,059.09	60,925.78	63,935.80	67,096.32
	Sch=PS1	TRAINEE	4,610.74	4,838.26	5,077.15	5,327.98	5,591.36
			1,064.02	1,116.52	1,171.65	1,229.53	1,290.31
			26.60044	27.91302	29.29124	30.73837	32.25785
411	41	FACILITIES MAINTENANCE	62,099.06	65,167.74	68,389.85	71,773.07	75,325.46
	Sch=PS1	WORKER I	5,174.92	5,430.65	5,699.15	5,981.09	6,277.12
			1,194.21	1,253.23	1,315.19	1,380.25	1,448.57
			29.85532	31.33064	32.87974	34.50628	36.21416
412	42	FACILITIES MAINTENANCE	66,679.23	69,976.92	73,439.50	77,075.21	80,892.70
	Sch=PS1	WORKER II	5,556.60	5,831.41	6,119.96	6,422.93	6,741.06
			1,282.29	1,345.71	1,412.30	1,482.22	1,555.63
			32.05732	33.64275	35.30745	37.05539	38.89072

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413	43	FACILITIES MAINTENANCE	70,060.11	73,526.85	77,166.92	80,989.00	85,002.18
	Sch=PS1	WORKER, SENIOR	5,838.34	6,127.24	6,430.58	6,749.08	7,083.52
			1,347.31	1,413.98	1,483.98	1,557.48	1,634.66
			33.68275	35.34945	37.09948	38.93702	40.86643
414	20	FACILITIES MAINTENANCE	78,989.99	82,903.22	87,012.11	91,326.44	95,856.50
	Sch=PS1	WORKER, SUPERVISING	6,582.50	6,908.60	7,251.01	7,610.54	7,988.04
			1,519.04	1,594.29	1,673.31	1,756.28	1,843.39
			37.97596	39.85732	41.83275	43.90694	46.08486
950	18	FAMILY THERAPIST	86,677.76	90,975.38	95,487.88	100,226.00	105,201.03
	Sch=M22		7,223.15	7,581.28	7,957.32	8,352.17	8,766.75
			1,666.88	1,749.53	1,836.31	1,927.42	2,023.10
			41.67200	43.73816	45.90763	48.18558	50.57742
444	51	FLEET SERVICES WORKER	55,328.96	58,059.14	60,925.83	63,935.85	67,096.37
	Sch=PS1		4,610.75	4,838.26	5,077.15	5,327.99	5,591.36
			1,064.02	1,116.52	1,171.65	1,229.54	1,290.31
			26.60046	27.91305	29.29126	30.73839	32.25787
274	59	GIS SPECIALIST	100,357.67	105,339.28	110,569.98	116,062.21	121,829.04
	Sch=M22		8,363.14	8,778.27	9,214.17	9,671.85	10,152.42
			1,929.96	2,025.76	2,126.35	2,231.97	2,342.87
			48.24888	50.64388	53.15864	55.79914	58.57165
420	11	GROUNDSKEEPER	55,328.92	58,059.09	60,925.77	63,935.79	67,096.31
	Sch=PS1	TRAINEE	4,610.74	4,838.26	5,077.15	5,327.98	5,591.36
			1,064.02	1,116.52	1,171.65	1,229.53	1,290.31
			26.60044	27.91302	29.29124	30.73836	32.25784
421	12	GROUNDSKEEPER I	62,099.06	65,167.74	68,389.85	71,773.07	75,325.46
	Sch=PS1		5,174.92	5,430.65	5,699.15	5,981.09	6,277.12
			1,194.21	1,253.23	1,315.19	1,380.25	1,448.57
			29.85532	31.33064	32.87974	34.50628	36.21416
422	13	GROUNDSKEEPER II	66,679.23	69,976.93	73,439.50	77,075.21	80,892.70
	Sch=PS1		5,556.60	5,831.41	6,119.96	6,422.93	6,741.06
			1,282.29	1,345.71	1,412.30	1,482.22	1,555.63
			32.05732	33.64275	35.30745	37.05539	38.89072
423	14	GROUNDSKEEPER III	70,060.11	73,526.85	77,166.92	80,989.00	85,002.18
	Sch=PS1		5,838.34	6,127.24	6,430.58	6,749.08	7,083.52
			1,347.31	1,413.98	1,483.98	1,557.48	1,634.66
			33.68275	35.34945	37.09948	38.93702	40.86643
424	04	GROUNDSKEEPER,	78,989.99	82,903.22	87,012.11	91,326.44	95,856.50
	Sch=PS1	SUPERVISING	6,582.50	6,908.60	7,251.01	7,610.54	7,988.04
			1,519.04	1,594.29	1,673.31	1,756.28	1,843.39
			37.97596	39.85732	41.83275	43.90694	46.08486
228	16	INFORMATION	72,521.65	76,111.46	79,880.77	83,838.54	87,994.19
	Sch=M22	TECHNOLOGY TECHNICIAN	6,043.47	6,342.62	6,656.73	6,986.55	7,332.85
			1,394.65	1,463.68	1,536.17	1,612.28	1,692.20
			34.86618	36.59205	38.40422	40.30699	42.30490

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271	57	INFORMATION TECHNOLOGY	79,701.28	83,650.07	87,796.30	92,149.85	96,721.07
	Sch=M22	TECHNICIAN, SENIOR	6,641.77	6,970.84	7,316.36	7,679.15	8,060.09
			1,532.72	1,608.66	1,688.39	1,772.11	1,860.02
			38.31792	40.21638	42.20976	44.30281	46.50051
426	52	LANDSCAPE MAINTENANCE	74,996.75	78,710.32	82,609.56	86,703.77	91,002.68
	Sch=PS1	SPECIALIST	6,249.73	6,559.19	6,884.13	7,225.31	7,583.56
			1,442.25	1,513.66	1,588.65	1,667.38	1,750.05
			36.05613	37.84150	39.71613	41.68450	43.75129
263	29	LIBRARIAN I	67,433.64	70,769.06	74,271.24	77,948.53	81,809.68
	Sch=M22		5,619.47	5,897.42	6,189.27	6,495.71	6,817.47
			1,296.80	1,360.94	1,428.29	1,499.01	1,573.26
			32.42002	34.02359	35.70733	37.47525	39.33158
260	30	LIBRARIAN II	74,888.88	78,597.05	82,490.63	86,578.89	90,871.56
	Sch=M22		6,240.74	6,549.75	6,874.22	7,214.91	7,572.63
			1,440.17	1,511.48	1,586.36	1,664.98	1,747.53
			36.00427	37.78704	39.65896	41.62447	43.68825
242	32	LIBRARY ASSISTANT	63,417.44	66,552.04	69,843.37	73,299.28	76,927.97
	Sch=M22		5,284.79	5,546.00	5,820.28	6,108.27	6,410.66
			1,219.57	1,279.85	1,343.14	1,409.60	1,479.38
			30.48915	31.99617	33.57854	35.24004	36.98460
243	33	LIBRARY ASSISTANT,	71,281.49	74,809.30	78,513.49	82,402.89	86,486.77
	Sch=M22	SUPERVISING	5,940.12	6,234.11	6,542.79	6,866.91	7,207.23
			1,370.80	1,438.64	1,509.87	1,584.67	1,663.21
			34.26995	35.96601	37.74687	39.61677	41.58018
241	34	LIBRARY CLERK	55,638.34	58,383.99	61,266.92	64,293.99	67,472.42
	Sch=M22		4,636.53	4,865.33	5,105.58	5,357.83	5,622.70
			1,069.97	1,122.77	1,178.21	1,236.42	1,297.55
			26.74920	28.06923	29.45525	30.91057	32.43866
400	16	MAINTENANCE	55,328.92	58,059.09	60,925.77	63,935.79	67,096.31
	Sch=PS1	TRAINEE	4,610.74	4,838.26	5,077.15	5,327.98	5,591.36
			1,064.02	1,116.52	1,171.65	1,229.53	1,290.31
			26.60044	27.91302	29.29124	30.73836	32.25784
401	17	MAINTENANCE	62,099.06	65,167.74	68,389.85	71,773.07	75,325.46
	Sch=PS1	WORKER I	5,174.92	5,430.65	5,699.15	5,981.09	6,277.12
			1,194.21	1,253.23	1,315.19	1,380.25	1,448.57
			29.85532	31.33064	32.87974	34.50628	36.21416
402	18	MAINTENANCE	66,679.23	69,976.92	73,439.50	77,075.21	80,892.70
	Sch=PS1	WORKER II	5,556.60	5,831.41	6,119.96	6,422.93	6,741.06
			1,282.29	1,345.71	1,412.30	1,482.22	1,555.63
			32.05732	33.64275	35.30745	37.05539	38.89072
403	19	MAINTENANCE	70,060.11	73,526.85	77,166.92	80,989.00	85,002.18
	Sch=PS1	WORKER III	5,838.34	6,127.24	6,430.58	6,749.08	7,083.52
			1,347.31	1,413.98	1,483.98	1,557.48	1,634.66
			33.68275	35.34945	37.09948	38.93702	40.86643

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442	22	MECHANIC	77,413.31	81,247.71	85,273.82	89,501.24	93,940.04
	Sch=PS1		6,451.11	6,770.64	7,106.15	7,458.44	7,828.34
			1,488.72	1,562.46	1,639.88	1,721.18	1,806.54
			37.21794	39.06140	40.99703	43.02944	45.16348
440	23	MECHANIC SENIOR	84,168.63	88,340.79	92,721.56	97,321.37	102,151.17
	Sch=PS1		7,014.05	7,361.73	7,726.80	8,110.11	8,512.60
			1,618.63	1,698.86	1,783.11	1,871.56	1,964.45
			40.46569	42.47153	44.57767	46.78912	49.11114
251	15	NEIGHBORHOOD	92,469.59	97,056.79	101,873.36	106,930.76	112,241.03
	Sch=M22	PRESERVATION OFFICER	7,705.80	8,088.07	8,489.45	8,910.90	9,353.42
			1,778.26	1,866.48	1,959.10	2,056.36	2,158.48
			44.45653	46.66192	48.97758	51.40902	53.96203
407	03	PARTS AND INVENTORY	65,049.31	68,265.51	71,642.51	75,188.37	78,911.52
	Sch=PS1	CONTROL WORKER	5,420.78	5,688.79	5,970.21	6,265.70	6,575.96
			1,250.95	1,312.80	1,377.74	1,445.93	1,517.53
			31.27371	32.81996	34.44351	36.14825	37.93823
287	37	PERMIT TECHNICIAN	66,268.87	69,546.04	72,987.08	76,600.16	80,393.90
	Sch=M22		5,522.41	5,795.50	6,082.26	6,383.35	6,699.49
			1,274.40	1,337.42	1,403.60	1,473.08	1,546.04
			31.86003	33.43560	35.08994	36.82700	38.65091
291	60	PERMIT TECHNICIAN II	70,856.89	74,363.46	78,045.37	81,911.36	85,970.66
	Sch=M22		5,904.74	6,196.96	6,503.78	6,825.95	7,164.22
			1,362.63	1,430.07	1,500.87	1,575.22	1,653.28
			34.06581	35.75166	37.52181	39.38046	41.33205
252	38	PLAN CHECK ENGINEER	114,070.49	119,737.75	125,688.36	131,936.52	138,497.08
	Sch=M22		9,505.87	9,978.15	10,474.03	10,994.71	11,541.42
			2,193.66	2,302.65	2,417.08	2,537.24	2,663.41
			54.84158	57.56623	60.42710	63.43102	66.58513
258	41	PLANNER, ASSISTANT	92,185.78	96,758.80	101,560.47	106,602.23	111,896.07
	Sch=M22		7,682.15	8,063.23	8,463.37	8,883.52	9,324.67
			1,772.80	1,860.75	1,953.09	2,050.04	2,151.85
			44.32009	46.51865	48.82715	51.25107	53.79619
257	42	PLANNER, ASSOCIATE	106,602.23	111,896.07	117,454.60	123,291.06	129,419.34
	Sch=M22		8,883.52	9,324.67	9,787.88	10,274.26	10,784.95
			2,050.04	2,151.85	2,258.74	2,370.98	2,488.83
			51.25107	53.79619	56.46856	59.27455	62.22084
261	22	PLANNER, SENIOR	111,896.09	117,454.62	123,291.08	129,419.36	135,854.06
	Sch=M22		9,324.67	9,787.89	10,274.26	10,784.95	11,321.17
			2,151.85	2,258.74	2,370.98	2,488.83	2,612.58
			53.79620	56.46857	59.27456	62.22085	65.31445
231	43	POLICE CLERK	61,288.28	64,316.42	67,495.98	70,834.51	74,339.96
	Sch=M22		5,107.36	5,359.70	5,624.67	5,902.88	6,195.00
			1,178.62	1,236.85	1,298.00	1,362.20	1,429.61
			29.46552	30.92136	32.44999	34.05505	35.74037

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229	20	POLICE CLERK,	64,316.49	67,496.05	70,834.58	74,340.03	78,020.77
	Sch=M22	SENIOR	5,359.71	5,624.67	5,902.88	6,195.00	6,501.73
			1,236.86	1,298.00	1,362.20	1,429.62	1,500.40
			30.92139	32.45002	34.05509	35.74040	37.50999
230	52	POLICE CLERK,	76,197.57	79,971.18	83,933.47	88,093.88	92,462.30
	Sch=M22	SUPERVISING	6,349.80	6,664.27	6,994.46	7,341.16	7,705.19
			1,465.34	1,537.91	1,614.11	1,694.11	1,778.12
			36.63345	38.44768	40.35263	42.35283	44.45303
237	55	POLICE IDENTIFICATION	77,663.04	81,509.92	85,549.15	89,790.34	94,243.59
	Sch=M22	TECHNICIAN	6,471.92	6,792.49	7,129.10	7,482.53	7,853.63
			1,493.52	1,567.50	1,645.18	1,726.74	1,812.38
			37.33800	39.18746	41.12940	43.16843	45.30942
215	36	PROPERTY AND EVIDENCE	65,298.88	68,527.55	71,917.67	75,477.28	79,214.88
	Sch=M22	SPECIALIST	5,441.57	5,710.63	5,993.14	6,289.77	6,601.24
			1,255.75	1,317.84	1,383.03	1,451.49	1,523.36
			31.39369	32.94594	34.57580	36.28715	38.08408
236	54	PROPERTY AND EVIDENCE	73,999.36	77,663.06	81,509.94	85,549.17	89,790.36
	Sch=M22	SPECIALIST, SUPERVISING	6,166.61	6,471.92	6,792.50	7,129.10	7,482.53
			1,423.06	1,493.52	1,567.50	1,645.18	1,726.74
			35.57662	37.33801	39.18747	41.12941	43.16844
235	44	PUBLIC SAFETY	76,197.57	79,971.18	83,933.47	88,093.88	92,462.30
	Sch=M22	DISPATCHER	6,349.80	6,664.27	6,994.46	7,341.16	7,705.19
			1,465.34	1,537.91	1,614.11	1,694.11	1,778.12
			36.63345	38.44768	40.35263	42.35283	44.45303
245	31	PUBLIC SAFETY	79,971.14	83,933.43	88,093.84	92,462.26	97,049.11
	Sch=M22	DISPATCHER, SENIOR	6,664.26	6,994.45	7,341.15	7,705.19	8,087.43
			1,537.91	1,614.10	1,694.11	1,778.12	1,866.33
			38.44766	40.35261	42.35281	44.45301	46.65823
238	45	PUBLIC SAFETY	88,144.14	92,515.08	97,104.56	101,923.52	106,983.42
	Sch=M22	DISPATCHER, SUPERVISING	7,345.35	7,709.59	8,092.05	8,493.63	8,915.29
			1,695.08	1,779.14	1,867.40	1,960.07	2,057.37
			42.37699	44.47840	46.68488	49.00169	51.43434
220	46	PURCHASING SPECIALIST	72,095.96	75,664.49	79,411.44	83,345.75	87,476.77
	Sch=M22		6,008.00	6,305.37	6,617.62	6,945.48	7,289.73
			1,386.46	1,455.09	1,527.14	1,602.80	1,682.25
			34.66152	36.37716	38.17858	40.07007	42.05614
233	65	RECYCLING SPECIALIST	82,142.92	86,213.79	90,488.22	94,976.36	99,688.90
	Sch=M22		6,845.24	7,184.48	7,540.69	7,914.70	8,307.41
			1,579.67	1,657.96	1,740.16	1,826.47	1,917.09
			39.49179	41.44894	43.50395	45.66171	47.92736
214	49	SENIOR CLERK	59,737.92	62,688.54	65,786.70	69,039.77	72,455.48
	Sch=M22		4,978.16	5,224.05	5,482.23	5,753.31	6,037.96
			1,148.81	1,205.55	1,265.13	1,327.69	1,393.37
			28.72015	30.13872	31.62822	33.19220	34.83437

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
405	39	TRAFFIC SIGNAL	67,468.14	70,805.28	74,309.27	77,988.46	81,851.62
	Sch=PS1	TECHNICIAN TRAINEE	5,622.35	5,900.44	6,192.44	6,499.04	6,820.97
			1,297.46	1,361.64	1,429.02	1,499.78	1,574.07
			32.43661	34.04100	35.72561	37.49445	39.35174
406	24	TRAFFIC SIGNAL	72,140.14	75,710.87	79,460.15	83,396.89	87,530.47
	Sch=PS1	TECHNICIAN	6,011.68	6,309.24	6,621.68	6,949.74	7,294.21
			1,387.31	1,455.98	1,528.08	1,603.79	1,683.28
			34.68276	36.39946	38.20200	40.09466	42.08196
408	53	TRAFFIC SIGNAL	75,710.99	79,460.26	83,397.00	87,530.58	91,870.85
	Sch=PS1	TECHNICIAN, SENIOR	6,309.25	6,621.69	6,949.75	7,294.22	7,655.90
			1,455.98	1,528.08	1,603.79	1,683.28	1,766.75
			36.39951	38.20205	40.09471	42.08201	44.16868
248	53	TRANSPORTATION	114,167.48	119,839.59	125,795.30	132,048.80	138,614.98
	Sch=M22	ENGINEER, ASSOCIATE	9,513.96	9,986.63	10,482.94	11,004.07	11,551.25
			2,195.53	2,304.61	2,419.14	2,539.40	2,665.67
			54.88821	57.61519	60.47851	63.48500	66.64182
211	50	TYPIST CLERK	55,638.34	58,383.99	61,266.92	64,293.99	67,472.42
	Sch=M22		4,636.53	4,865.33	5,105.58	5,357.83	5,622.70
			1,069.97	1,122.77	1,178.21	1,236.42	1,297.55
			26.74920	28.06923	29.45525	30.91057	32.43866
396	44	WASTEWATER COLLECTIONS	55,328.92	58,059.09	60,925.77	63,935.79	67,096.31
	Sch=PS1	SYSTEMS TRAINEE	4,610.74	4,838.26	5,077.15	5,327.98	5,591.36
			1,064.02	1,116.52	1,171.65	1,229.53	1,290.31
			26.60044	27.91302	29.29124	30.73836	32.25784
397	45	WASTEWATER COLLECTIONS	62,099.06	65,167.74	68,389.85	71,773.07	75,325.46
	Sch=PS1	SYSTEMS WORKER I	5,174.92	5,430.65	5,699.15	5,981.09	6,277.12
			1,194.21	1,253.23	1,315.19	1,380.25	1,448.57
			29.85532	31.33064	32.87974	34.50628	36.21416
398	46	WASTEWATER COLLECTIONS	66,679.23	69,976.92	73,439.50	77,075.21	80,892.70
	Sch=PS1	SYSTEMS WORKER II	5,556.60	5,831.41	6,119.96	6,422.93	6,741.06
			1,282.29	1,345.71	1,412.30	1,482.22	1,555.63
			32.05732	33.64275	35.30745	37.05539	38.89072
399	47	WASTEWATER COLLECTIONS	70,060.11	73,526.85	77,166.92	80,989.00	85,002.18
	Sch=PS1	SYSTEMS WORKER III	5,838.34	6,127.24	6,430.58	6,749.08	7,083.52
			1,347.31	1,413.98	1,483.98	1,557.48	1,634.66
			33.68275	35.34945	37.09948	38.93702	40.86643
445	15	WATER DISTRIBUTION	59,151.14	62,072.43	65,139.79	68,360.51	71,742.27
	Sch=PS1	OPERATOR TRAINEE	4,929.26	5,172.70	5,428.32	5,696.71	5,978.52
			1,137.52	1,193.70	1,252.69	1,314.63	1,379.66
			28.43805	29.84251	31.31721	32.86563	34.49148
446	32	WATER DISTRIBUTION	66,395.96	69,679.48	73,127.18	76,747.28	80,548.37
	Sch=PS1	OPERATOR I	5,533.00	5,806.62	6,093.93	6,395.61	6,712.36
			1,276.85	1,339.99	1,406.29	1,475.91	1,549.01
			31.92113	33.49975	35.15730	36.89773	38.72518

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
447	33	WATER DISTRIBUTION	76,246.53	80,022.59	83,987.45	88,150.55	92,521.80
	Sch=PS1	OPERATOR II	6,353.88	6,668.55	6,998.95	7,345.88	7,710.15
			1,466.28	1,538.90	1,615.14	1,695.20	1,779.27
			36.65699	38.47240	40.37858	42.38007	44.48163
448	34	WATER DISTRIBUTION	82,288.20	86,366.34	90,648.40	95,144.55	99,865.50
	Sch=PS1	OPERATOR III	6,857.35	7,197.20	7,554.03	7,928.71	8,322.13
			1,582.47	1,660.89	1,743.24	1,829.70	1,920.49
			39.56163	41.52228	43.58096	45.74257	48.01226
470	05	WATER DISTRIBUTION	86,366.36	90,648.42	95,144.57	99,865.52	104,822.53
	Sch=PS1	SENIOR OPERATOR	7,197.20	7,554.04	7,928.71	8,322.13	8,735.21
			1,660.89	1,743.24	1,829.70	1,920.49	2,015.82
			41.52229	43.58097	45.74258	48.01227	50.39545
469	06	WATER DISTRIBUTION	94,930.46	99,640.72	104,586.48	109,779.54	115,232.25
	Sch=PS1	SUPERVISING OPERATOR	7,910.87	8,303.39	8,715.54	9,148.30	9,602.69
			1,825.59	1,916.17	2,011.28	2,111.15	2,216.00
			45.63964	47.90419	50.28196	52.77863	55.40012
456	37	WATER RESOURCES	87,483.43	91,821.32	96,376.12	101,158.66	106,180.32
	Sch=PS1	COORDINATOR	7,290.29	7,651.78	8,031.34	8,429.89	8,848.36
			1,682.37	1,765.79	1,853.39	1,945.36	2,041.93
			42.05934	44.14487	46.33467	48.63397	51.04823
463	25	WR INSTRUMENT	81,809.70	85,863.91	90,120.84	94,590.61	99,283.88
	Sch=PS1	CONTROL TECHNICIAN	6,817.48	7,155.33	7,510.07	7,882.55	8,273.66
			1,573.26	1,651.23	1,733.09	1,819.05	1,909.31
			39.33159	41.28073	43.32733	45.47625	47.73263
462	26	WR LABORATORY	72,333.59	75,914.01	79,673.44	83,620.84	87,765.62
	Sch=PS1	TECHNICIAN	6,027.80	6,326.17	6,639.45	6,968.40	7,313.80
			1,391.03	1,459.88	1,532.18	1,608.09	1,687.80
			34.77576	36.49712	38.30454	40.20233	42.19501
458	27	WR MECHANIC I	74,481.86	78,169.68	82,041.89	86,107.71	90,376.83
	Sch=PS1		6,206.82	6,514.14	6,836.82	7,175.64	7,531.40
			1,432.34	1,503.26	1,577.73	1,655.92	1,738.02
			35.80859	37.58158	39.44322	41.39794	43.45040
459	28	WR MECHANIC II	83,740.44	87,891.18	92,249.47	96,825.67	101,630.67
	Sch=PS1		6,978.37	7,324.27	7,687.46	8,068.81	8,469.22
			1,610.39	1,690.22	1,774.03	1,862.03	1,954.44
			40.25983	42.25538	44.35071	46.55080	48.86090
451	29	WR OPERATOR - GRADE I	75,733.92	79,484.34	83,422.29	87,557.13	91,898.71
	Sch=PS1		6,311.16	6,623.70	6,951.86	7,296.43	7,658.23
			1,456.42	1,528.55	1,604.27	1,683.79	1,767.28
			36.41054	38.21363	40.10687	42.09477	44.18207
453	48	WR OPERATOR - GRADE II	79,474.28	83,411.72	87,546.04	91,887.06	96,445.15
	Sch=PS1		6,622.86	6,950.98	7,295.50	7,657.26	8,037.10
			1,528.35	1,604.07	1,683.58	1,767.06	1,854.71
			38.20879	40.10179	42.08944	44.17647	46.36786

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
452	30	WR OPERATOR - GRADE III	85,884.42	90,142.37	94,613.22	99,307.60	104,236.71
	Sch=PS1		7,157.04	7,511.86	7,884.44	8,275.63	8,686.39
			1,651.62	1,733.51	1,819.49	1,909.76	2,004.55
			41.29059	43.33768	45.48713	47.74404	50.11380
455	31	WR OPERATOR - TRAINEE	63,782.37	66,935.22	70,245.71	73,721.73	77,371.55
	Sch=PS1		5,315.20	5,577.94	5,853.81	6,143.48	6,447.63
			1,226.58	1,287.22	1,350.88	1,417.73	1,487.91
			30.66460	32.18039	33.77198	35.44314	37.19786
457	49	WR SENIOR OPERATOR	90,155.51	94,627.02	99,322.10	104,251.93	109,428.26
	Sch=PS1		7,512.96	7,885.59	8,276.84	8,687.66	9,119.02
			1,733.76	1,819.75	1,910.04	2,004.84	2,104.39
			43.34400	45.49376	47.75101	50.12112	52.60974
461	35	WR SOURCE CONTROL	83,352.07	87,483.41	91,821.30	96,376.10	101,158.64
	Sch=PS1	INSPECTOR	6,946.01	7,290.28	7,651.78	8,031.34	8,429.89
			1,602.92	1,682.37	1,765.79	1,853.39	1,945.36
			40.07311	42.05933	44.14486	46.33466	48.63396
460	36	WR SOURCE CONTROL	79,448.03	83,384.16	87,517.10	91,856.68	96,413.24
	Sch=PS1	TECHNICIAN	6,620.67	6,948.68	7,293.09	7,654.72	8,034.44
			1,527.85	1,603.54	1,683.02	1,766.47	1,854.10
			38.19617	40.08854	42.07553	44.16187	46.35252
464	50	WR SUPERVISING	99,091.95	104,010.27	109,174.51	114,596.97	120,290.54
	Sch=PS1	OPERATOR	8,257.66	8,667.52	9,097.88	9,549.75	10,024.21
			1,905.61	2,000.20	2,099.51	2,203.79	2,313.28
			47.64036	50.00494	52.48775	55.09470	57.83199
952	51	YOUTH SERVICES CASE	79,051.78	82,968.10	87,080.24	91,397.98	95,931.62
	Sch=M22	COORDINATOR	6,587.65	6,914.01	7,256.69	7,616.50	7,994.30
			1,520.23	1,595.54	1,674.62	1,757.65	1,844.84
			38.00566	39.88851	41.86550	43.94134	46.12097

*Position Retitled and Adjusted 5/23/2022

CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/09/2022

Schedule = P14

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
604	01	POLICE OFFICER	102,065.14	107,168.40	112,526.82	118,153.16	124,060.82
			8,505.43	8,930.70	9,377.24	9,846.10	10,338.40
			1962.79	2060.93	2163.98	2272.18	2385.79
			49.06978	51.52327	54.09943	56.80440	59.64463
603	02	POLICE SERGEANT	127,003.32	133,353.49	140,021.16	147,022.22	154,373.33
			10,583.61	11,112.79	11,668.43	12,251.85	12,864.44
			2442.37	2564.49	2692.71	2827.35	2968.72
			61.05929	64.11225	67.31787	70.68376	74.21795
606	03	POLICE TRAINEE (Non-Sworn)	35.75003	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,216 - $16,449/month
Effective July 5, 2021

Class Code	Classification	Monthly Salary Range		
		$13,158.43	-	$16,448.04
119	Assistant Administrative Services Director*			
100	Assistant City Attorney			
132	Assistant Community Development Director			
129	Assistant Public Works Director			
124	City Engineer			
		$12,240.66	-	$15,300.83
250	Assistant City Engineer			
289	Building Official			
218	Finance Manager			
125	Maintenance and Golf Operations Manager			
118	Planning Manager			
449	Water Resources Division Manager***			
		$11,636.56	-	$14,545.70
123	Housing & Human Services Manager			
		$11,515.30	-	$14,394.13
246	Senior Transportation Engineer			
		$11,049.86	-	$13,812.33
283	Permit Center Manager			
		$11,027.64	-	$13,784.55
253	Senior Civil Engineer			
		$10,895.92	-	$13,619.89
269	Cyber Security Manager*			
268	Information Technology Manager*			
		$10,717.20	-	$13,396.50
127	Risk Manager			
		$10,578.56	-	$13,223.20
472	Airport Manager			
136	City Clerk			
134	Housing Programs Manager			
135	Human Services Programs Manager			
297	Police Support Services Manager			
259	Principal Planner			
951	Youth and Family Services Manager - Clinical			
		$9,987.64	-	$12,484.55
137	Assistant Finance Manager**			
130	Assistant Library Director*			
120	Economic Development Manager*			
278	Inspection & Neighborhood Preservation Manager			
450	Water Resources Operations Manager			
474	Water Resources Technical Programs Manager			
953	Youth and Family Services Manager - Programs			

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,216 - $16,449/month
Effective July 5, 2021

Class Code	Classification	Monthly Salary Range		
		$9,494.17	-	$11,867.71
232	Information Technology Coordinator			
148	Management Analyst, Senior			
133	Public Works Manager			
270	Systems Administrator			
468	Water Distribution Operations Manager			
		$9,393.40	-	$11,741.75
272	Construction Inspection Manager			
		$9,350.52	-	$11,688.15
128	Deputy City Attorney			
295	Police Business Services Manager			
293	Police Facility & Equipment Manager			
		$8,873.51	-	$11,091.89
217	Accounting Supervisor			
131	Assistant City Clerk			
150	Management Analyst II			
298	Police Media & Community Relations Analyst*			
126	Public Works Supervisor			
		$7,216.24	-	$9,020.30
207	Deputy City Clerk			
152	Management Analyst I			
264	Supervising Librarian			
466	Water Resources Communications Representative			

*Added/Changed 8/2/2021
**Added 4/11/2022
***Adjusted 5/23/2022

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,216 - $17,734/month
Effective July 5, 2021

Class Code	Classification	Monthly Salary Range		
113	Assistant City Attorney, Senior (Confidential)	$14,186.62	-	$17,733.27
104	Assistant to the City Manager (Confidential)	$11,636.56	-	$14,545.70
122	Human Resources Manager (Confidential)	$12,240.66	-	$15,300.83
154	Human Resources Analyst, Senior (Confidential)	$9,494.17	-	$11,867.71
155	Human Resources Analyst II (Confidential)	$8,873.51	-	$11,091.89
156	Human Resources Analyst I (Confidential)	$7,216.24	-	$9,020.30
149	Management Analyst, Senior (Confidential)	$9,494.17	-	$11,867.71
151	Management Analyst II (Confidential)	$8,873.51	-	$11,091.89
153	Management Analyst I (Confidential)	$7,216.24	-	$9,020.30

EXHIBIT A

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$12,830 - $19,891/month
Effective July 5, 2021

Class Code	Classification	Salary Range		
605	Police Captain	$15,912.39	-	$19,890.48
602	Police Lieutenant	$12,831.06	-	$16,038.83

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$4,663 - $9,714/month
Effective July 5, 2021

Class Code	Classifications	Monthly Salary Range		
216	Administrative Receptionist	$4,779.70	-	$5,974.62
203	Administrative Specialist I	$5,532.36	-	$6,915.45
227	Administrative Specialist II	$6,222.13	-	$7,777.66
200	Executive Assistant	$7,965.27	-	$9,956.59
226	Human Resources Clerk I	$5,532.36	-	$6,915.45
212	Human Resources Clerk II	$6,086.22	-	$7,607.77
219	Human Resources Technician	$6,678.18	-	$8,347.72
201	Law Office Supervisor	$7,965.27	-	$9,956.59
204	Legal Assistant	$6,614.70	-	$8,268.38

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$12,837.50 - $22,488.69/month
Effective December 6, 2021

Class Code	Classification	Monthly Salary Range		
109	Administrative Services Director	$15,343.01	-	$19,178.76
103	Assistant City Manager	$16,550.85	-	$20,688.56
105	Community Development Director	$15,343.01	-	$19,178.76
106	Deputy City Manager**	$12,837.50	-	$16,448.04
114	Innovation and Economic Development Director	$15,343.01	-	$19,178.76
121	Library Services Director*	$15,343.01	-	$19,178.76
107	Police Chief	$17,990.95	-	$22,488.69
111	Public Works Director	$15,343.01	-	$19,178.76

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
102	City Manager	$296,851	12/6/2021
112	City Attorney	$279,010	12/6/2021

EXHIBIT A

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Salary Range	Effective Date
210	Department Assistant	$15.00 - $25.25 Hourly	12/20/21
438	Field/Maintenance Aide	$15.00 - $25.25 Hourly	12/20/21
240	Law Clerk	$15.00 - $25.00 Hourly	07/05/99
915	Temporary Librarian	$19.00 - $23.50 Hourly	05/11/07
916	Temporary Library Assistant	$17.00 - $22.50 Hourly	05/11/07
917	Temporary Library Clerk	$15.75 - $19.00 Hourly	05/11/07
920	Library Aide	$15.00 Hour	12/20/21
961	Police Cadet	$15.00 - $19.00 Hourly	12/20/21
963	Reserve Police Officer	Hourly equivalent to Police Officer Step A	
956	Special Projects Coordinator	$20.00 - $100.00 Hourly	12/20/21

LIVERMORE
CALIFORNIA

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

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

SUBJECT: Hearing to authorize a Disposition and Development Agreement (DDA) with Shakespeare's Associates, Inc., including sale of City property for development of a Black Box theater, and authorizing the City Manager to execute the DDA and all related documents necessary to implement the DDA.

RECOMMENDED ACTION

Staff recommends the City Council adopt resolutions and direct the following:

1. Declaring that Parcel A of Parcel Map 11239 is exempt from the Surplus Land Act as defined in Government Code Section 54234(a)(1); and
2. Finding that the Disposition and Development Agreement (DDA) with Shakespeare's Associates Inc., attached hereto as Exhibit A, is within the scope of the 2004 Downtown Specific Plan Environmental Impact Report and the 2009 Downtown Specific Plan Subsequent Environmental Impact Report and the addendums adopted by City Council on September 10, 2018 by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178, and authorizing the City Manager to execute the DDA and all documents necessary to implement the DDA.

SUMMARY

The proposed Disposition and Development Agreement (DDA) establishes the terms for the sale of city-owned property to Shakespeare's Associates, Inc. (Developer). Under the DDA, the Developer will purchase a 14,223 square foot parcel of land owned by the City (Parcel A of Parcel Map 11239) located in the Downtown core area for the development of a black box theater, consistent with the City Council's approved Downtown Plan. The DDA secures additional public benefits and improvements, including contributions to Stockmen's Park maintenance. This staff report summarizes the terms of the DDA.

DISCUSSION

BACKGROUND

On January 29, 2018, at the conclusion of a yearlong public engagement process, the City Council approved a plan for the Downtown Core site, including the location of two cultural amenities, a black box

theater and a science and society center, to be located within Stockmen's Park. These facilities will help activate Stockmen's Park and provide a place for residents and visitors to experience indoor and outdoor performances and explore the ways that science influences daily life.

On July 24, 2018, after reviewing responses to the City's Request for Qualifications (RFQ), Council directed staff to enter into an Exclusive Negotiating Rights Agreement (ENRA) with Shakespeare's Associates, Inc. (Developer) to negotiate the terms and conditions for the disposition of City property for the development of a black box theater. Since that time, extensions have been granted allowing sufficient time for the parties to complete the necessary steps to finalize negotiations. Based on Council direction, the City and Developer have negotiated the terms of a Disposition and Development Agreement, which address the sale and development of the property and the responsibilities of each party.

PROJECT

The black box theater will be located on a 14,223 square foot parcel at the southwest portion of the Stockmen's Park easement, west of Blacksmith Square and north of Veterans Way, which the City will sell to Shakespeare's Associates Inc. based on the the terms outlined in the DDA. The Stockmen's Park easement permits cultural uses, such as the black box theater, and includes provisions to ensure the uses developed will integrate with the design of the park.

The black box theater is contemplated to be a two-story structure with a flexible performance space and the ability to accommodate between 100 and 200 seats. The structure will also include accessory spaces to support arts and cultural uses, including a food service kitchen designed to serve both indoor and outdoor events and a roof deck with outdoor seating. Final plan components and square footages will be reviewed by the City in more detail when the Developer submits a Site Plan and Design Review permit application.

Pursuant to the terms of the DDA, the City will sell the the Downtown parcel to Shakespeare's Associates Inc. for $10,000. The Downtown Specific Plan and Stockmen's Park easement limit the uses of the property to cultural facilities, which impacts the revenue generation potential and underlying valuation of the property. The DDA also includes a number of conditions relating to the sale and development of the property which further restrict the value of the land.

Among these conditions is the requirement that the Developer participate in a Community Facility Maintenance District for Downtown Improvements (CFMD), which will help to fund the ongoing maintenance of Stockmen's Park. The Developer will make yearly contributions to the CFMD starting at $10,000 for the first year and increasing in subsequent years based on increases in the Consumer Price Index. The Developer will also lease the property back to the City at no cost for use as a temporary parking lot until such time as the black box theater is prepared to develop.

The DDA's Schedule of Performance allows the Developer to proceed with construction after specific milestones have been achieved. Key milestones identified in the DDA include (but are not limited to): completion of the L Street Parking Garage, or identification of adequate parking and provision of a Business and Operations Plan that identifies sources and uses of funds for the development of the improvements, ongoing operations and an endowment.

The term of the DDA is fifty years, with the option to extend by written agreement of both parties. The DDA acknowledges that the intent of the black box theater is to activate Stockmen's Park and the

downtown area through a range of activities throughout the course of the year. As such, the DDA encourages the theater to be as actively programmed as possible, but at a minimum the theater is required to provide at least 100 indoor and/or outdoor performances, rehearsals, meetings, cultural events, or related activities on the surrounding grounds of Stockmen's Park in the first year of operation and increasing to a minimum of 150 events in subsequent years.

The approval of the DDA will allow the black box theater identified in the Downtown Plan to move forward and be developed in a manner that is consistent and compatible with Blacksmith Square, the Livermore Stockmen's Rodeo Association Easement, and the approved Downtown Plan. This cultural facility is a critical element in the activation and successful operation of Stockmen's Park and the City's overall vision for a vibrant Downtown with a variety of cultural amenities.

ENVIRONMENTAL DETERMINATION

In accordance with the California Environmental Quality Act (CEQA), the project is within the scope of the 2004 Downtown Specific Plan Environmental Impact Report and the 2009 Subsequent Environmental Impact Report and the addendums adopted by the City Council adopted by City Council on September 10, 2018 by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178 and is subject to applicable mitigation measures. No substantial changes are proposed which would require revisions to the 2004 Final EIR and 2009 SEIR, or addenda. No new or more severe significant impacts were identified for the downtown plan that were not identified in the 2004 Final EIR and 2009 Subsequent EIR and addenda, and no new mitigation measures would be required for the downtown plan. There have been no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR. The project is also exempt from the California Environmental Quality Act under CEQA Guidelines 15332 (infill projects).

FISCAL AND ADMINISTRATIVE IMPACTS

Implementing the terms of the Disposition and Development Agreement outlined above will enable development of the City Council approved Downtown Plan, contributing to the economic vitality of Downtown Livermore. The proposed project will sell the land for $10,000. The Developer will contribute $10,000 annually to the Stockmen's Park Community Facility Maintenance District. This contribution will adjust annually consistent with the Consumer Price Index, plus one percent.

ATTACHMENTS

1. Resolution - Surplus Land
2. Resolution - CEQA and Agreement
2. Exhibit A - Disposition and Development Agreement

Prepared by: Christine Martin
Assistant City 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 DECLARING THAT A CITY-OWNED PARCEL IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54234(a)(1)

The City of Livermore ("City") is the owner in fee simple of a parcel of land; Parcel A of Parcel Map 11239 (APN 098- 0289-24), hereinafter "the Property".

On January 30, 2018, the City Council approved a plan for the Downtown Core, which included a black box theater on the Property as part of the development of Stockmen's Park.

On July 24, 2018, the City entered into an Exclusive Negotiating Rights Agreement ("ENRA") with Shakespeare's Associates, Inc. to establish procedures and standards to negotiate a purchase and sale agreement for the disposition and development of the Property, for the purpose of building a black box theater. The ENRA was extended, based on City Council authorization, on May 14, 2019; January 14, 2020; May 19, 2020; November 30, 2020 July 13, 2021; and December 13, 2021, and has remained in effect since its original execution.

On August 7, 2018, the Livermore Planning Commission considered the disposition of approximately 3.8 acres of real property located generally between North L Street, Railroad Avenue, First Street, and the Bankhead Theater, known as the Downtown Core Catalyst site for the purposes of implementing the Downtown Core Concept and found the disposition to be consistent with the General Plan in accordance with Government Code section 65402 (Resolution 28-18). The 3.8 acre property evaluated for this finding included the Property for the Black Box Theater.

Section 54234(a)(1) of the Surplus Land Act, and the California Department of Housing and Community Development's Surplus Land Act Guidelines, state that if a local agency, as of September 30, 2019, has entered into an agreement to dispose of property, and the disposition of the property is completed by December 31, 2022, the local agency is exempt from the Surplus Land Act.

The City entered into an agreement, the ENRA, with Shakespeare's Associates Inc., to dispose of the Property, on July 24, 2018, and that agreement has remained in effect, through several extensions, since the time of the initial agreement. The City is now entering into a Disposition and Development Agreement (DDA) to dispose of the Property by August 31, 2022, which is in advance of the December 31, 2022 deadline established by Government Code section 54234(a)(1).

For the reasons stated above, the conveyance of the Property is exempt from the Surplus Land Act pursuant to Government Code section 54234(a)(1).

On May 11, 2022, the City notified the California Department of Housing and Community Development ("HCD") that it determined that the Property (Parcel A of Parcel Map 11239, APN 098- 0289-24) was exempt from the Surplus Land Act and supported such determination with written findings.

On May 23, 2022, the City Council of the City of Livermore adopted a resolution finding that the Disposition and Development Agreement with Shakespeare's Associates, Inc., including the conveyance of the Property (Parcel A of Parcel Map 11239, APN 098-0289-24), from the City to Shakespeare's Associates, Inc., is within the scope of the 2004 Downtown Specific Plan Environmental Impact Report and the Downtown Specific Plan 2009 Subsequent Environmental Impact Report and the addendums adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178, and is subject to applicable mitigation measures. The Project is also exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines 15332 (infill projects).

NOW, THEREFORE, BE IT RESOLIVED that the conveyance of the Property, identified as Parcel A of Parcel Map 11239 (APN 098- 0289-24) is exempt under the Surplus Land Act pursuant to Government Code section 54234(a)(1). The City and Shakespeare's Associates, Inc. entered into a legally binding agreement to dispose of the Property prior to September 30, 2019, and the sale will be completed prior to December 31, 2022.

On motion of Council Member _____, seconded by Council Member_____ , the foregoing resolution was passed and adopted on May 23, 2022, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ */s/ Kimberly Cilley*
Marie Weber Kimberly Cilley
City Clerk Sr. Asst. City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A DISPOSITION AND DEVELOPMENT AGREEMENT WITH SHAKESPEARE'S ASSOCIATES, INC. FOR THE DISPOSITION OF CITY OWNED PROPERTY AND DEVELOPMENT OF A BLACK BOX THEATER

(APN 098-0289-24)

On February 9, 2004, the City Council certified the General Plan and Downtown Specific Plan Environmental Impact Report ("Specific Plan EIR") (SCH No.: 2003032038).

On March 30, 2009, the City Council certified the Downtown Specific Plan Amendments and Regional Performing Arts Theater Subsequent Environmental Impact Report ("Specific Plan Subsequent EIR") (SCH No.: 2008092085).

On January 30, 2018, the City Council approved the Downtown Plan, which provides for cultural uses on the Livermore Village site on the southwest corner of Railroad Avenue and South Livermore Avenue.

On July 24, 2018, the City of Livermore ("City") entered into an Exclusive Negotiating Rights Agreement ("ENRA") with Shakespeare's Associates, Inc., to establish procedures and standards to negotiate a lease agreement for the disposition and development of certain property for the purpose of developing a black box theater. The ENRA has remained in effect through a series of extensions that have occurred since its initial execution.

On September 10, 2018, May 13, 2019, and October 26, 2020, the City Council adopted addenda to the Downtown Specific Plan Subsequent Environmental Impact Report by Resolution Nos: 2018-153, 2019-064, and 2020-178.

The City and Shakespeare's Associates, Inc. now desire to enter into a Disposition and Development Agreement for the disposition of a City owned 14,223 square foot parcel (Parcel A of Parcel Map 11239) to Shakespeare's Associates, Inc. for the development of a black box theater. The Disposition and Development Agreement includes a schedule of performance and the steps that must be taken by each party pursuant to the terms of the agreement. The Disposition and Development Agreement supports the development of an important use (the black box theater) in the Downtown Core area that will activate Stockmen's Park and support the Council's goals related to downtown revitalization and completion of the approved Downtown Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the Disposition and Development Agreement with Shakespeare's Associates, Inc., attached hereto as Exhibit A, is within the scope of the 2004 Downtown Specific Plan Environmental Impact Report, the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, and the addendums adopted by City Council

on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178, and is subject to applicable mitigation measures.

No new or more severe significant impacts were identified for the project that were not identified in the 2004 Final EIR and 2009 Subsequent EIR, and no new mitigation measures would be required for the downtown plan. For all environmental topics addressed in the addendums, there were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR. The project is also exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines 15332 (infill projects).

BE IT FURTHER RESOLVED that the City Council of the City of Livermore authorizes the City Manager to execute the Disposition and Development Agreement with Shakespeare's Associates, Inc.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore authorizes the City Manager to execute any documents, with prior approval as to form by the City Attorney, required to implement the Disposition and Development Agreement.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Determination and a Notice of Exemption with the Alameda County Clerk.

On motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution was passed and adopted on May 23, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
Sr. Assistant City Attorney

Exhibit A – Disposition and Development Agreement

DISPOSITION AND DEVELOPMENT AGREEMENT
SHAKESPEARE'S ASSOCIATES

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is made as of _____ _____, 2022, by and between the City of Livermore, a municipal corporation ("City"), and Shakespeare's Associates, Inc., a 501(c)(3) organization ("Developer"), with reference to the following facts, purposes, and understandings.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined within this Agreement.

B. The City is the owner of certain parcels of property that are approximately 7 acres, bounded by Railroad Avenue, Livermore Avenue, First Street, and L Street, and that are commonly referred to as the "Livermore Village Property."

C. On January 30, 2018, the City Council approved the Downtown Plan, a copy of which is attached hereto as Exhibit A, which provides for, among other things, the development of the Livermore Village Property. The Downtown Plan contemplates a public park (Stockmen's Park) with provisions for a science center, a black box theater, and retail space within the park area of the Livermore Village Property.

D. On January 30, 2018, the City Council granted a park easement to the Livermore Stockmen's Rodeo Association (recorded in the Official Records on April 18, 2018, as County Recorder number 2018076967). On September 23, 2019, and May 23, 2022, the City Council agreed to amendments to the easement agreement. A copy of the Amendment to Grant of Easement, hereinafter the "Park Easement" is attached hereto as Exhibit B.

E. The Park Easement is subject to the terms and conditions set forth in the specific agreement between the City and the Livermore Stockmen's Rodeo Association titled *First Amendment to Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area*, dated January 30, 2018, and as amended on September 23, 2019, and May 23, 2022 (collectively the "LSRA Agreement"). A copy of the Third Amendment approved on May 23, 2022, is attached hereto as Exhibit C.

F. The LSRA Agreement and Park Easement designate a cultural use area within the Park Easement identified as Cultural Facility Use Area in Exhibit B. The Plat Map and Legal Description for the Cultural Facility Use Area which will be included in the Park Easement is attached as Exhibit D.

G. The LSRA Agreement states that the purpose of the Park Easement is to ensure, among other things, that the Livermore Stockmen's Rodeo Association will have input on the Black Box Theater adjacent to Stockmen's Park to ensure its development integrates with the park area in an appealing manner, and to ensure that its development does not overshadow the park and its memorial. The LSRA Agreement and Park Easement contemplate and allow for the City to sell the Property to a third party.

H. City's desire in entering into this Agreement with Developer to develop the Black Box Theater is to provide benefits to the Livermore community by developing the Downtown Core, which will revitalize the downtown area, and activate and contribute to Stockmen's Park.

I. The City is the owner of the City-owned parcels located on the southwest corner of South Livermore Avenue and Railroad Avenue in downtown Livermore (APNs: 98-289-23, 98-289-24, 98-289-25, 98-289-26, and 98-289-27), that are within the Park Easement granted to the Livermore Stockmen's Rodeo Association.

J. The City has recorded a final map which includes the Cultural Facility Use Area, a portion of which is to be purchased from the City by the Developer ("Property"), as more particularly described in the final map attached to this Agreement as Exhibit E ("Final Map for the Cultural Facility Use, Commercial Use, and Park Areas"), that consists of 14,223 square feet of the Cultural Facility Use Area in the Park Easement.

K. On April 27, 2018, the City circulated a request seeking qualifications from developers interested in designing and constructing commercial retail and/or cultural facilities on the Property to implement the Downtown Plan.

L. On June 18, 2018, the City selected the Developer for the disposition of the Property for its development to implement the Downtown Plan consistent with the Livermore General Plan, the Downtown Specific Plan, the Livermore Development Code, the Livermore Municipal Code, City design standards and guidelines, and other City guidelines, standards, and requirements for development (collectively "City Regulations").

M. The qualifications and identity of the Developer are of particular concern to the City, and it is because of such qualifications and identity that the City enters into this agreement with Developer.

N. On June 18, 2018, the City Council adopted Resolution No. 2018-89 authorizing the City Manager to execute for the City, an Exclusive Negotiating Rights Agreement ("ENRA") with Developer to negotiate this Agreement to:

1. Maximize land use of the Property consistent with the Downtown Specific Plan and the goals articulated by the City Council upon its selection of Developer to negotiate for this Agreement;

2. Develop the Property in a timely and efficient manner; and

3. Construct the development of the Property consistent with any City entitlements and requirements for the project, including the Downtown Specific Plan.

O. The Developer desires to develop the Property with the following considerations:

1. Develop a Black Box Theater;

2. Design the development to be consistent with the Downtown Plan and Downtown Specific Plan; and

3. Design the development to interact with Stockmen's Park.

The ENRA was entered into on July 24, 2018 and amended on May 14, 2019, January 14, 2020, May 19, 2020, November 30, 2020, and June 13, 2021.

P. The Developer also proposes to participate in the formation of, or annexation of the Property, into, a community facilities district, or other assessment district, formed to fund the maintenance of Stockmen's Park and other designated downtown public facilities.

Q. The City desires to sell to the Developer the Property depicted and described in Exhibit E, and Developer desires to acquire said Property from the City, in accordance with the terms of this Agreement.

R. The City has determined that the Developer has the necessary expertise, skill, and ability to carry out the commitments contained in this Agreement.

S. Pursuant to CEQA, the City (in its capacity as "lead agency") has prepared, reviewed, and certified/adopted the Addendums (September 2018, March 2019 and October 2020) to the 2009 Subsequent Environmental Impact Report, and the 2004 Downtown Specific Plan Environmental Impact Report.

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

1. DEFINITIONS

Section 1.1 Definitions.

In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

A. "Affiliate" shall mean any Person which directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the Developer.

B. "Agreement" shall mean this Disposition and Development Agreement.

C. "Black Box Theater" shall mean a two-story approximately 15,000 square foot theater with flexible performance space with the ability to accommodate between approximately 100 to 200 seats and accessory spaces to support arts and cultural uses. The final square footage of the theater will be determined at the time of entitlements. In addition, the theater will have a roof deck area with outdoor seating.

D. "Building Permit" shall mean an excavation, demolition, grading, foundation, or other building permit issued by the City in connection with the construction of the Improvements.

E. "Business Plan" shall mean the preliminary sources and uses for the development of the Project, Developer's organizational goals, methods, and timeframes to achieve those goals, and business strategies delivered by the Developer under separate confidential cover.

F. "CEQA" shall mean the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), and its implementing guidelines.

G. "Certificate of Occupancy" shall mean that certificate issued by the City to the Developer to allow occupancy of the Improvements.

H. "CFD" shall mean a community facility district created pursuant to the Mello-Roos Community Facilities Act of 1982.

I. "City" shall mean the City of Livermore.

J. "City Event of Default" shall mean any default by the City as more particularly described in Section 11.2.

K. "City Fees" shall mean the existing fees on the Effective Date of this Agreement and are estimates only. The actual fees to be paid by the Developer will be determined at the time of issuance of the Building Permit.

L. "Control" shall mean the (i) direct or indirect management or control of the managing member or members in the case of a limited liability company; (ii) direct or indirect management or control of the managing general partner or general partners in the case of a partnership and (iii) (a) boards of directors that overlap by fifty percent (50%) or more of their directors, or (b) direct or indirect control of a majority of the directors in the case of a corporation.

M. "Cultural Facility Use Area" shall mean legal description of the Cultural Facility Use area as set forth in Exhibit D to the Park Easement.

N. "Developer" shall mean Shakespeare's Associates, Inc, or any transferee of the Developer in accordance with Section 8.4.

O. "Developer Event of Default" shall mean any default by the Developer as more particularly described in Section 11.3 subject to any applicable notice and cure rights set forth therein.

P. "Effective Date" shall mean the date which is the later of (i) the date this Agreement is executed by the Developer and (ii) the date this Agreement is approved and

executed by the City, which later date of execution shall be written in the first paragraph of this Agreement by City.

Q. "Entitlements" shall mean collectively, zoning approvals, Property plan review, design review, conditional use permit, and any other discretionary approvals required for construction of the Improvements. For purposes of this Agreement, "Entitlements" do not include demolition, grading, building or other ministerial permits or approvals.

R. "Final Construction Drawings" shall mean final drawings for the construction of the Improvements used to obtain a Building Permit from the City.

S. "Grant Deed" shall mean the grant deed by which the City conveys its fee estate in the Property and Appurtenances to the Developer. A form of the Grant Deed is attached to this Agreement as Exhibit F.

T. "Hazardous Materials" shall mean:

(1) Those substances included within the definitions of "hazardous substances", "Hazardous Materials", "toxic substances", or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and in the regulations promulgated pursuant to said laws, all as amended;

(2) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(3) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §§ 1251 et seq. (33 U.S.C. §§1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §§ 1317); (E) flammable explosives; or (F) radioactive materials;

(4) Any toxic or hazardous waste, material or substance or any oil or pesticide listed in, covered by, or regulated pursuant to, any state or local law, ordinance, rule, or regulation applicable to the Property, as heretofore or hereafter amended; and

(5) Such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

U. "Hazardous Materials" shall not include: construction materials, gardening materials, household products, office supply products or equipment, food service or preparation equipment or materials or janitorial supply products or equipment

customarily used in the construction, maintenance, rehabilitation, use, occupancy or management of a commercial property, to the extent which the same are used and stored in accordance with all applicable environmental ordinances and regulations.

V. "Hazardous Materials Laws" shall mean environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions.

W. "Improvements" shall mean, collectively, the buildings and related works described in Article 4 of this Agreement, and as further defined in the Scope of Development, Project Documents, Entitlements, Final Construction Drawings, and other related permits and approvals for the cultural uses contemplated by this Agreement for the Property's development.

X. "L Street Parking Structure" shall mean an approximately 500 space public parking garage, which the City plans to build and which shall be located on L Street, between First Street and Veterans Way.

Y. "Lease Agreement" shall be the agreement between the Developer and the City that allows the City to lease the Property from the Developer for the purposes of public parking or similar uses by other entities such as outdoor dining or services prior to the issuance of Developer's building permit. The Lease Agreement shall be in substantial conformance with the agreement contained in Exhibit G.

Z. "Memo of DDA" shall mean the memorandum of this Agreement, in substantial conformance with the form of Exhibit H.

AA. "Official Records" shall mean the Official Records of Alameda County.

BB. "Outside Date" shall mean the last date by which certain actions, including but not limited to, commencement of construction of the Improvements, must be completed as more particularly described in the Schedule of Performance.

CC. "Parties" shall mean the City and the Developer.

DD. "Party" shall mean either the City or the Developer, depending on the context.

EE. "Person" or "Persons" shall mean any individual, partnership, joint venture, corporation, limited liability company, limited liability partnership, trust, or other entity, private or public with the power and authority to act and conduct business on its own behalf.

FF. "Project" shall mean, collectively, (i) the Property, (ii) the Improvements.

GG. "Project Documents" shall mean the property plan, elevations and landscaping plans submitted by the Developer to enable the Developer to obtain the Entitlements for the Improvements, together with and all conditions of approval associated with the Entitlements.

HH. "Property" shall mean the parcel described by the Final Map for the Cultural Facility Use, Commercial Use, and Park Areas as the "Black Box Theater Property" to be created and recorded in the Official Records by the City. The Property will be a part of the Cultural Facilities Use Area depicted in the Park Easement located roughly in the center of the block bounded by the K Street Extension/Emergency Vehicle Access Easement "EVAE", Railroad Avenue, Livermore Avenue, and Veterans Way, as more particularly described in Exhibits D and E attached to this Agreement, to be transferred from the City to the Developer.

II. "Purchase Price" shall mean the amount identified in Section 3.2.

JJ. "Schedule of Performance" shall mean the summary schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the disposition of the Property to the Developer and the construction of the Project, as the same or components of the same may be extended pursuant to this Agreement. The Schedule of Performance is attached to this Agreement as Exhibit I.

KK. "Scope of Development" shall mean the Improvements described in Article 4 for this Agreement, which include the Scope of Development attached to this Agreement as Exhibit J, and the Downtown Specific plan Design Guidelines, as refined in the Project Documents for the Improvements.

LL. "Outside Date" shall mean the last date by which certain actions, including but not limited to, commencement of construction of the Improvements, must be completed as more particularly described in the Schedule of Performance.

MM. "Transaction Documents" shall mean, collectively, this Agreement, the Memo of DDA, and the Final Map for the Property.

NN. "Transfer" shall mean a transfer of this Agreement or an interest in the Developer, as more particularly described in Section 8.1.

OO. "Exhibits": The following exhibits are attached to and incorporated into this Agreement:

- Exhibit A: Downtown Plan.
- Exhibit B: Park Easement.
- Exhibit C: LSRA Agreement.
- Exhibit D: Cultural Facility Use Area Plat Map and Legal Description.
- Exhibit E: Final Map for the Cultural Facility Use, Commercial Use and Park Areas.
- Exhibit F: Grant Deed.

- Exhibit G: Lease Agreement.
- Exhibit H: Memo of DDA.
- Exhibit I: Schedule of Performance.
- Exhibit J: Scope of Development.

2. PREDISPOSITON REQUIREMENTS

Section 2.1 City's Conditions Precedent to Close of Escrow.

As conditions precedent to the Close of Escrow for the Property, the predisposition conditions set forth in this Section 2.1 must first be met by the times specified for such conditions in the Schedule of Performance (as such times may be extended pursuant to provisions of the Schedule of Performance) or, if no time is so specified, on or before the Close of Escrow. Satisfaction of these conditions depends on performance by the Developer. Only the City can waive satisfaction of the conditions in this Section 2.1.

A. The Developer has deposited the Purchase Price into Escrow.

B. There shall exist no condition, event, or act which would constitute a Developer Event of Default or which, upon the giving of notice or the passage of time, or both, would constitute a Developer Event of Default.

C. Submission to City evidence that Developer has completed all other actions necessary for the purchase of the Property to Developer in accordance with this Agreement

Section 2.2 Developer's Conditions Precedent to Close of Escrow.

As conditions precedent to the Close of Escrow for the Property, the predisposition conditions set forth in this Section 2.2 must first be met by the times specified for such conditions in the Schedule of Performance (as such times may be extended pursuant to Section 12.5 or other provisions of this Agreement) or if no time is specified, on or before the Close of Escrow. Satisfaction of these conditions in this Section 2.2 depend in whole or in part on the performance by the City. Only the Developer can waive satisfaction of the conditions contained in this Section 2.2.

A. The City has recorded in the Official Records the Final Map for the Property.

B. City has provided to Developer the environmental or soils reports it previously obtained for the Property. Developer acknowledges that this is not an exhaustive analysis. Developer agrees to maintain the reports and information provided therein confidential and shall not disclose such information to any third party.

C. There shall exist no condition, event or act which would constitute a City Event of Default or which, upon the giving of notice or the passage of time, or both, would constitute a City Event of Default.

D. The City is irrevocably and unconditionally committed to cause to issue Developer the Title Policy, free and clear of all liens, and subject only to the Permitted Encumbrances and Permitted Exceptions, within thirty (30) days of Close of Escrow. As used in this Agreement, the term "Title Policy" shall mean an ALTA extended coverage owner's policy of title insurance in the amount of the Purchase Price insuring fee simple title to the Property, subject only to the Permitted Encumbrances and Permitted Exceptions. The Developer shall pay for all premiums for title insurance coverage, including any special endorsements that may be requested by the Developer.

Section 2.3 Access for Investigations and Due Diligence.

A. Prior to the Close of Escrow, and during the due diligence period identified in the Schedule of Performance, the City grants to the Developer and the Developer's agents the right to enter upon the Property for the exclusive purpose of conducting geotechnical and environmental studies and investigations. Such entry shall be made only during regular business hours and upon not less than two (2) business days advance telephonic, email, or written facsimile notice to the City's Community Development Director. However, if there is a special event or activity previously scheduled at Stockmen's Park, the City may, in its discretion, require up to an additional three (3) business days for a total of five (5) business days, advance telephonic, email, or written facsimile notice to the City's Community Development Director. Prior to exercise of the right of entry, the Developer shall provide the City with satisfactory evidence, in the form of a certificate of insurance, that the Developer's agents who obtain access to the Property are insured under comprehensive general liability and automobile liability insurance policy or policies in a manner acceptable to the City in its reasonable discretion. The Developer shall indemnify and defend the City, and its elected officials, officers, directors, employees, contractors, consultants, attorneys, agents, and designated volunteers (collectively the "Indemnified Parties") against, and hold the Indemnified Parties and the Property harmless from and against, any and all costs, expenses (including, without limitation, attorneys' fees), damages, claims, liabilities, liens (including, without limitation, mechanics liens) encumbrances and charges to the extent such arise out of or are in any way directly related to any entry by the Developer or the Developer's agents upon the Property, but only to the extent such matters do not arise from the gross negligence or willful misconduct of the City or other Indemnified Party, from pre-existing conditions of the Property, or from Developer's discovery of any information potentially having a negative impact on the Property. The foregoing obligation of the Developer shall survive the expiration or termination of this Agreement. The City shall cooperate with the Developer in obtaining, for the benefit of the Developer, reliance letters from the appropriate parties with respect to any third-party reports or studies commissioned or obtained by the City with respect to the Property.

B. During the due diligence period, as identified in the Schedule of Performance, attached hereto as Exhibit I, Developer may, upon written notice to the City, terminate this Agreement. Such termination shall be effective immediately. Developer shall not be required to provide cause for such termination.

3. DISPOSITION OF THE PROPERTY

Section 3.1 Purchase and Sale.

Provided the predisposition requirements set forth in Article 2 and the closing conditions set forth in Section 3.3 have been satisfied or waived and neither Developer or City are in default of this Agreement, the City shall sell to the Developer, and the Developer shall purchase from the City, the Property pursuant to the terms, covenants, and conditions of this Agreement.

Section 3.2 Purchase Price.

The purchase price for the Property shall be ($ 10,000) to be paid by the Developer at the Close of Escrow (the "Purchase Price"). This purchase price reflects the restriction on the use of the property as set forth in Section 7.1, the cost of Developer participating in the Community Facility Maintenance District for Downtown Core Improvements, the cost of Developer participating in the existing Maintenance District LL-859, the City's right to lease the property from Developer for public parking or similar purposes prior to building permit issuance pursuant to the terms of the lease agreement attached to this Agreement as Exhibit G, and the requirements established by the Schedule of Performance. The Purchase Price shall be paid by the Developer by wire transfer or certified check. Developer acknowledges and understands the Property will be transferred to Developer for purposes of development pursuant to this Agreement and not for speculation in undeveloped land.

Section 3.3 Escrow.

The City shall open an escrow account or accounts (the "Escrow") with an escrow company approved by the City and the Developer, as escrow agent (the "Escrow Agent"), in Livermore, California, within the time established in the Schedule of Performance. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 3.3 in writing, delivered to the City and to the Developer within five (5) days after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder.

A. The Developer shall also pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not later than two (2) business days prior to the scheduled date for the close of Escrow:

(1) One-half (1/2) of the escrow fee;

(2) One-half (l/2) of the cost, if any, of drawing the deed;

(3) One-half (1/2) of the recording fees;

(4) One-half (1/2) of the notary fees;

(5) One-half (1/2) of any State, County or City documentary transfer tax;

(6) The entire premium for all title insurance policies to be issued for the Property, plus any special endorsements requested by the Developer as set forth in Section 2.2(D) of this Agreement; and

(7) If Developer elects to pay them in full at the time of close of escrow, the taxes and assessments as set forth in Section 9.1 of this Agreement.

B. The City shall timely and properly execute, acknowledge, and deliver a deed to the Escrow Agent conveying to the Developer title to the Property in accordance with the requirements of Section 3.7 of this Agreement.

C. The City shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the City of the amount of such fees, charges and costs, but not later than two (2) business days prior to the scheduled date for the Close of Escrow:

(1) Cost, if any, necessary to place the title to the Property in the condition for conveyance required by the provisions of this Agreement;

(2) Ad valorem taxes and special assessments and installments of bonds, if any, assessed upon the Property for any period of time prior to conveyance of title;

(3) One-half (1/2) of the escrow fee;

(4) One-half (l/2) of the cost, if any, of drawing the deed;

(5) One-half (1/2) of the recording fees;

(6) One-half (1/2) of the notary fees; and

(7) One-half (1/2) of any applicable State, County or City documentary transfer tax.

D. Upon delivery of a grant deed to the Escrow Agent by the City pursuant to Section 3.7 of this Agreement, the Escrow Agent shall record such deed when title to the Property can be vested in the Developer in accordance with the terms and provisions of Section 3.6 and other provisions of this Agreement. The Escrow Agent shall buy, affix, and cancel any transfer stamps required by law and pay any transfer tax required by law.

Any insurance policies governing the Property are not to be transferred. The Escrow Agent is authorized to:

(1) Pay and charge the City and the Developer, respectively, for any fees, charges, and costs payable under this Section 3.3 of this Agreement. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges, and costs necessary to clear title and close the Escrow;

(2) Disburse funds and deliver the deeds and other documents to the parties entitled thereto when the conditions of this Escrow have been fulfilled by the City and the Developer; and

(3) Record any instruments delivered through the Escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

E. All funds received in this Escrow shall be deposited by the Escrow Agent in an interest-bearing account with any state or national bank doing business in the State of California and insured by the Federal Deposit Insurance Corporation. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a 30-day month.

F. If Escrow is not in condition to close before the time for conveyance of the Property established in the Schedule of Performance, and only one party has fully performed the acts to be performed by the time for conveyance of the Property established in Section 3.4, the performing party may, in writing, terminate this Agreement in the manner set forth in Section 11.2 or 11.3 hereof, as the case may be, and demand the return of its money, papers or documents. At that point, all obligations, and liabilities of the parties under this Agreement shall cease and terminate in the manner set forth in Section 11.2 or 11.3 hereof, as the case may be. If neither the City nor the Developer shall have fully performed the acts to be performed before the time for conveyance of the Property established in Section 3.4, no termination or demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand, received from one of the parties, to the other party at the address of its principal place of business. If any objections are raised within the 10-day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Property, or any portion thereof, until instructed in writing by both the City and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible. Nothing in this Section 3.3 shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

G. Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

H. All communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 12.3 of this Agreement for notices, demands and communications between the Agency and the Developer.

I. The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 3.3 to 3.8, both inclusive of this Agreement.

Section 3.4 Conveyance of Title and Delivery of Possession.

Provided that neither the Developer nor the City are in default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to the Property shall be completed at Close of Escrow as set forth in the Schedule of Performance. The City and the Developer shall use commercially reasonable efforts to perform all acts necessary to convey title in sufficient time for title to be conveyed in accordance with the foregoing provisions.

Possession of the Property shall be delivered to the Developer concurrently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in Section 2.3 of this Agreement. The Developer shall accept title and possession upon conveyance of title by the City.

Section 3.5 Form of Grant Deed.

The City shall convey to the Developer fee simple title to the Property in the condition provided in Section 3.6 of this Agreement by Grant Deed in substantially the form as set forth in Exhibit F.

Section 3.6 Condition of Title.

Within the time set forth in the Schedule of Performance, the City shall submit to the Developer for review and approval a preliminary report for the Property, together with a copy of all underlying documents referred to therein (the "Preliminary Report"). The Developer shall approve or disapprove the Preliminary Report within the time established in the Schedule of Performance. Failure by the Developer to approve within such time shall be deemed a disapproval.

The City shall be responsible for any costs and expenses necessary to place title to the Property in the condition for conveyance as required hereunder. If the Developer disapproves any title exception reflected in the Preliminary Report, and the City, within ten (10) days thereafter gives Developer written notice that the City elects not to remove such exception, the Developer may elect, within ten (10) days of receipt of the City's notice, to terminate this Agreement in accordance with Section 11.2 hereof or to waive such disapproval exception. Any exceptions approved by the Developer, any exceptions disapproved by the Developer which the City elects not to remove and which the Developer waives, and any agreements approved by the Developer pursuant to the following paragraph, are referred to herein as "Permitted Exceptions".

The City shall convey to the Developer fee simple title to the Property free and clear of all recorded liens, encumbrances, assessments, leases and taxes, except as are specifically set forth

in this Agreement or are Permitted Exceptions; provided, however, that the Property shall be subject to one or more agreements, such as the LSRA Agreement and Park Easement, which are agreed to between the Parties to address issues such as ingress and egress and maintenance of common areas; provided, however, that nothing in this agreement shall be deemed to impose responsibility on the Developer, except as may be required by the Existing Downtown Maintenance District LL-859 pursuant to Section 7.3 or the Downtown Core Maintenance District formed pursuant to Section 7.4, except as may be otherwise negotiated by the parties.

Section 3.7 Time for Place and Delivery of Grant Deed.

Subject to any mutually agreed upon extensions of time, the City shall deposit the Grant Deed for the Property with the Escrow Agent on or before the Close of Escrow established for the conveyance of the Property in the Schedule of Performance.

Section 3.8 Payments in Escrow and Recordation of Grant Deed.

To the extent not already paid in escrow pursuant to Section 3.3 of this Agreement, all sums required hereunder shall be paid in escrow with the Escrow Agent by the parties prior to the date for conveyance of the Property to the Developer, provided that the Escrow Agent shall have notified the Developer in writing that the Grant Deed, properly executed and acknowledged by the City, has been delivered to the Escrow Agent and that title is in condition to be conveyed in conformity with the provisions of Section 3.6 of this Agreement. Upon the Close of Escrow, the Escrow Agent (i) shall file the Grant Deed for recordation among the land records in the Office of the County Recorder of Alameda County, (ii) shall deliver the Purchase Price and all other required sums to the City, and (iii) shall cause to deliver to the Developer a title insurance policy insuring title in conformity with Section 2.2(D) of this Agreement.

Section 3.9 Zoning.

City represents that the Property is currently zoned Downtown Core-Downtown Specific Plan, and such zoning will permit the development and construction of a Black Box Theater, in accordance with the provisions of this Agreement and the use, operation, and maintenance of such improvements by Developer. However, Developer acknowledged that City has full authority and discretion to grant or deny applications for land use entitlements and approvals in accordance with applicable law.

Section 3.10 Utilities.

City acknowledges that as part of its municipal functions it operates and maintains certain utilities. City intends to continue maintaining such utilities so long as it continues to operate them. City shall insure that such utilities shall be stubbed to the Property's boundary line prior construction of the Project. Utilities shall include sewer and storm water. Telecommunications, fiber, electricity or gas, and water shall be stubbed by Developer at the time of issuance of a building permit.

Section 3.11 Stockmen's Park.

City has developed the land adjacent to the Property to be a park, consistent with the City's Downtown Plan. City has used engineering and design best practices to design the park to

adequately capture storm water onsite and appropriately convey it into the City's storm drain system.

Section 3.12 Condition of the Property.

A. *"As Is" Conveyance:* The Developer specifically acknowledges and agrees that the City is disposing of the Property on an "as is with all faults" basis and that the Developer is not relying on any representations or warranties of any kind whatsoever, (except as expressly set forth in this Agreement) express or implied, from the City as to any matters concerning the Property, including without limitation: (a) the quality, nature, adequacy and physical condition of the Property (including, without limitation, topography, climate, air, water rights, water, gas, electricity, utility services, grading, drainage, sewers, access to public roads and related conditions); (b) the quality, nature, adequacy, and physical condition of soils, geology and groundwater, (c) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (d) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property or any particular purpose, (e) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (f) the compliance of the Property or their operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (g) the presence or absence of hazardous materials on, under or about the Property or the adjoining or neighboring property, and (h) the condition of title to the Property. The Developer affirms that the Developer has not relied on the skill or judgment of the City or any of its elected officials, officers, directors, employees, contractors, consultants, attorneys, agents, or designated volunteers to select or furnish the Property for any particular purpose, and that the City makes no warranty that the Property is fit for any particular purpose. The Developer acknowledges that it shall use its independent judgment and make its own determination as to the scope and breadth of its due diligence investigation which it shall make relative to the Property and shall rely upon its own investigation of the physical, environmental, economic and legal condition of the Property (including, without limitation, whether the Property is located in any area which is designated as a special flood hazard area, dam failure inundation area, earthquake fault zone, seismic hazard zone, high fire severity area or wildland fire area, by any federal, state or local agency). The Developer undertakes and assumes all risks associated with all matters pertaining to the Property's location in any area designated as a special flood hazard area, dam failure inundation area, earthquake fault zone, seismic hazard zone, high fire severity area or wildland fire area, by any federal, state or local agency.

B. *Developer's Release of City.* Except with respect to the obligations of the City under this Agreement, and the Transaction Documents, the Developer, on behalf of itself and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the City, and its elected officials, officers, directors, employees, contractors, consultants, attorneys, agents, and designated volunteers (the "Released Parties") from any and all claims, responsibility and/or liability that the Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising

from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or their suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

C. *Scope of Release.* The release set forth in Section 3.12 hereof includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Developer agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to the Developer may have given or may hereafter give rise to such causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Developer's Initials: _____

D. *Contamination.*

(1) Known Contamination. The parties acknowledge the existence of contamination. The City has performed some hazardous materials cleanup and remediation on the Property to a standard that typically allows commercial development with the implementation of certain measures as approved by an environmental oversight agency, such as the San Francisco Regional Water Quality Control Board (SFRWQCB), including adherence to a Property Management Plan and potentially a Mitigation Plan, which may include a vapor intrusion mitigation system. City shall be responsible for the preparation of a Property

Management Plan and any potential Mitigation Plan. Developer shall be solely responsible for any additional cleanup and remediation on the Property, including but not limited to design and construction of any mitigation system, confirmation testing of the mitigation system and submittal of any report if required by an environmental oversight agency, and ongoing operation, maintenance, monitoring and reporting for the mitigation system, if required by an environmental oversight agency.

(2) Survival. The provisions of this section shall survive the termination of this Agreement.

Section 3.13 Real Estate Commissions.

The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement. The Developer represents that it has not obtained or engaged the services of a real estate broker in this transaction. If a real estate commission is claimed through either Party in connection with the transaction contemplated by this Agreement, then the Party through whom the commission is claimed shall indemnify, defend, and hold the other Party harmless from any liability related to such commission. The provisions of this Section shall survive termination of this Agreement.

Section 3.14 Challenge to this Agreement.

In the event a claim is filed in a court of competent jurisdiction regarding the validity of this Agreement or to the City's action in issuing the Entitlements for the Improvements, which claim proves successful, or in the event a referendum is initiated with respect to the validity of this Agreement or to the City's action in issuing the Entitlements for the Improvements, which referendum proves successful, upon sixty (60) days prior written notice the Developer may elect to not proceed with the Project. If Developer elects not to proceed with the Project pursuant to the preceding sentence, promptly following delivery of such written notice this Agreement shall automatically terminate.

Section 3.15 Final Map.

The Final Map for the Cultural Facility Use, Commercial Use and Park Areas is attached hereto as Exhibit E. The Property being transferred to the Developer, is marked as Black Box Theater/ Parcel A on the Final Map. If the Improvements on the northern boundary of Parcel A are reduced or altered from the draft site plan dated May 2, 2022, Developer shall make an irrevocable offer of dedication to City for any land remaining in between the Improvements and the northern boundary as a public open space easement. The northern boundary shall refer to the rectangular strip of land on the Final Map marked as Parcel B, in between Lot 2 of Tract 8574 and Parcel A.

4. IMPROVEMENTS AND DESIGN REQUIREMENTS

Section 4.1 Signs.

Developer may place a sign announcing the future construction of the Black Box Theater on a location of the Property that is mutually agreeable to City and Developer. Developer shall submit the sign design for City's review and approval prior to submitting an application, if one is required, obtaining a permit, or installing such sign. Any sign placed upon the Property shall comply with Livermore Development Code Chapter 4.06. Developer shall be responsible for any and all costs associated with placing and maintaining a sign on the Property and with obtaining adequate insurance for the sign, as may be required by the City's Risk Manager.

Section 4.2 Improvements.

Within the time specified in the Schedule of Performance, the Developer shall construct the Black Box Theater and Improvements, as more specifically described in the Scope of Development, attached as Exhibit J to this Agreement and the City's Downtown Specific Plan Design Guidelines.

Section 4.3 Cooperation and Coordination.

Developer and City mutually agree to cooperate, coordinate, and consult with each other to ensure that the overall design and phased development of the Stockman's Park area, including Developer's Improvements, are undertaken and completed in such a manner to provide for development of the area in an orderly and compatible manner.

Section 4.4 Design in Conformance with Project Documents.

In designing and constructing the Improvements, the Developer shall cause all subsequent design documents prepared by the Developer to be substantially consistent with the Scope of Development, attached as Exhibit J and City Design Guidelines, and the Project Documents. The Scope of Development, City Design Guidelines, and the Project Documents shall establish the baseline design standards from which the Developer shall prepare the project entitlement submittal.

Section 4.5 Additional Permits and Approvals.

Within the time specified in the Schedule of Performance (as such times may be extended pursuant to Section 12.5 or by mutual agreement of the Parties or by other provisions of this Agreement), Developer shall obtain all Entitlements, permits, and approvals necessary to construct the Improvements, including but not limited to approval from the SFRWQCB for any Mitigation Plan. All applications for such Entitlement, permits, and approvals shall be consistent with the approved Project Documents. The Developer acknowledges that execution of this Agreement by the City does not constitute approval by the City of any required permits, applications, or allocations, and in no way limits the discretion of the City in the permit, allocation, and approval process. The Developer shall pay all applicable entitlement and permit fees, which shall be based on the fees in effect at the time the fees are paid. The City shall provide reasonable assistance to the Developer in securing such permits and approvals.

Section 4.6 City Review.

The Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the Improvements, including, but not limited to, the design of the Improvements, the quality and suitability of the Project Documents related to the Improvements, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Project is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City under this Agreement, and should not be relied upon by the Developer or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Improvements.

Section 4.7 Basic Concept Drawings.

Before filing an application for Entitlements for the Improvements, and within the time set forth in the Schedule of Performance, the Developer shall submit or cause to be submitted to the City, Basic Concept Drawings and related documents containing the overall plan for development of the Improvements, including the proposed architecture and property planning for the Improvements. The basic concept drawings shall conform to the Scope of Development and City Design Guidelines. The City shall approve or disapprove the Basic Concept Drawings from Developer within 45 days or else it shall be deemed approved by the City. City shall endeavor to approve and provide to Developer written comments with as much detail as practicable on the Basic Concept Drawings within the time established in the Schedule of Performance. Any disapproval of the Basic Concept Drawings shall state in writing the reasons for disapproval. If the Basic Concept Drawings are not approved by City, Developer shall revise such plans, drawings and related documents and resubmit them to City within 90 days after receipt of the notice of disapproval, provided that in no case shall Developer be required to make changes that are inconsistent with this Agreement and any previously approved items.

5. CONDITIONS PRECEDENT TO COMMENCEMENT OF CONSTRUCTION

The following conditions set forth in Article 5 shall be completed within the time periods stated below, however if no time is specified, on or before the date Developer commences construction of Improvements, as defined in Section 6.1 of this Agreement.

Section 5.1 Business and Operations Plan.

The Developer has provided the City with the preliminary development Business and Operations Plan setting forth the Developer's current estimate of sources and uses of funds for development of the Improvements, three to five years of operations, and endowment, Developer's organizational goals, methods, and timeframes to achieve those goals, and business strategies. Developer shall provide City with the final Business and Operations Plan no later than 120 days (as such time may be extended pursuant to the Schedule of Performance) prior to the issuance of a building permit. The Business and Operations Plan is intended to serve as a guide for the review of the Developer's financing commitments. The Business and Operations Plan shall

include, at a minimum, projected construction costs and ongoing operational costs, including long term repair and replacement of building components and major systems, as well as sources of funds, including fundraising donations, performance revenues, retail sales, and facility rental, as well as the development of an endowment to support the ongoing operation of the facility. The Business and Operations Plan and the information contained therein are privileged documents of the Developer containing trade secrets, private personal information, and/or the contents of real estate appraisals, engineering and/or feasibility estimates, evaluations, and other proprietary information. No later than the time specified in the Schedule of Performance, the Developer will submit has submitted a true copy of each letter of interest or letter of intent, which may be binding or non-binding, from lenders, mortgage brokers and/or equity partners to provide funds in the amounts necessary, together with the funds of Developer, to fully finance the projected costs of development of the Improvements. The City shall not make an exact copy of the Business and Operations Plan, but may make such notes to record pertinent information from the Business and Operations Plan to guide the City's determinations relative to the adequacy of the Business Plan, which notes shall likewise be treated as privileged to the extent the notes reflect the Developer's proprietary, privileged or confidential, private personal information, engineering and/or feasibility estimates, evaluations and other proprietary information. The City shall return the original Business and Operations Plan to the Developer upon the Developer's request.

Section 5.2 City Peer Review.

The City has engaged a consultant to conduct a peer review of Developer's Business and Operations Plan. Developer shall work with City to implement the intent of the recommendations provided by the peer review. A final peer review shall be completed prior to approval of entitlements. City and Developer shall meet to discuss consultant's recommendations and such recommendations, as determined by City and Developer, shall have been implemented and incorporated into Developer's Business Plan.

Section 5.3 Entitlements, Governmental Approvals and Permits.

The Developer has obtained all Entitlements, permits and governmental approvals, required by the City or any governmental agency for the development of the Property and construction of the Improvements, including but not limited to the California Environmental Quality Act approvals and approval of any Mitigation Plan by the SFRWQCB.

No later than six months from the date of approval of entitlements, Developer shall provide the City with written documentation that there is no remaining land in between the Improvements and the northern boundary of Parcel A which can be used for a public open space easement. If there is any land remaining in between the Improvements and the northern boundary of Parcel A at that time, Developer shall make an irrevocable offer of dedication of the remaining land to the City for a public open space easement.

Section 5.4 Construction Contract and Bonds.

Prior to the issuance of a building permit, Developer has submitted to City a complete copy of the construction contract between Developer and Developer's general contractor in connection with the development of the Property, as well as a copy of the contract bonds required, if any, of Developer's general contractor.

Section 5.5 Environmental Analysis and Reports.

Developer has obtained, and submitted, copies to the City of any reports, such as but not limited to, environmental analysis, soils reports and archeological reports, required for the development of the Property.

Section 5.6 Organizational Structure.

Prior to submitting an application for a building permit, Developer shall submit its organizational structure to City, for review by City and Consultant, and approval by City.

Section 5.7 City Fees.

Prior to the issuance of a building permit, Developer has paid all applicable City Fees.

Section 5.8 Downtown Area Parking or Other Uses.

The Property is currently being used for surface parking. Developer understands the City's need to ensure adequate parking is available in the downtown area during the construction and development of the Downtown Core. Developer shall not begin construction until the L Street Parking Structure is complete or the City has determined that adequate parking is available. Developer further acknowledges that in accordance with the Lease Agreement attached hereto as Exhibit G, the City may utilize the Property for public parking or permit other entities to use the Property for similar uses such as outdoor dining or services prior to issuance of Developer's building permit.

6. CONSTRUCTION OF THE IMPROVEMENNTS

Section 6.1 Commencement of Construction.

The Developer shall commence construction of the Improvements within the time set forth in the Schedule of Performance. Construction shall be deemed to commence on the date physical work on the Property starts pursuant to a valid Building Permit from the City.

Section 6.2 Completion of Construction.

The Developer shall diligently prosecute to completion the construction of the Improvements and shall complete construction of the Improvements within the time set forth in the Schedule of Performance. The Developer shall be solely responsible for the construction of the Improvements by the time set forth for such completion in the Schedule of Performance, including all costs of design and construction.

Section 6.3 Construction Pursuant to Scope of Development and Project Document.

A. The Developer shall construct the Improvements in accordance with the Scope of Development, the Project Documents, the approved Final Construction Drawings, the approved Site Management Plan, and the terms and conditions of all City and other governmental approvals.

B. The Developer shall secure the construction property and staging area in such a way that public parking and vehicle circulation are not impacted.

C. The Developer shall submit or cause to be submitted for the City's approval any proposed change in the Final Construction Drawings which materially changes the size, location, or elevations of the Improvements, including the landscape and/or hardscape, or signage of the Improvements, or which materially changes the quality or appearance of the exterior materials of the Improvements, or which would require an amendment to any Entitlements prior to making such change. The City shall reasonably approve or disapprove a proposed material change within thirty (30) days after receipt by the City. Failure to approve or disapprove within thirty (30) days shall be deemed to be disapproval of such change. If the City rejects the proposed material change and upon the Developer's request, the City shall provide the Developer with the specific reasons therefor, and the approved Final Construction Drawings shall continue to control. If the material change requires Planning Commission or City Council approval, Developer shall submit the appropriate application to amend the existing entitlement approval prior to City approval of the Building Permit for the Project. The Developer may request and the City shall approve an extension to the Schedule of Performance covering the time required for review of a Project amendment by Planning Commission and/or City Council, calculated from the date of entitlement application submittal to the date of approval by the final decision making body.

D. No change which is required for compliance with building codes, government health and safety regulations or other applicable laws or regulations, or to comply with changes or corrections required of the Developer in the plan check process shall be deemed material. However, the Developer must submit to the City any change that is required for such compliance within ten (10) days after making such change, and such change shall become a part of the approved Final Construction Drawings, binding on the Developer.

Section 6.4 Mechanics' Liens.

The Developer shall indemnify the City and hold the City harmless against and defend the City in any proceeding related to any mechanic's lien, stop notice or other claim brought by a subcontractor, laborer or material supplier who alleges having supplied labor or materials in the course of the construction of the Improvements by the Developer. This indemnity obligation shall survive the issuance of a Certificate of Occupancy by the City and the termination of this Agreement.

Section 6.5 Compliance with Applicable Law.

The Developer shall cause all work performed in connection with construction of the Improvements to be performed in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in the work of constructing the Improvements.

Section 6.6 Progress Reports.

Until a Certificate of Occupancy has been issued by the City, the Developer shall provide the City with periodic progress reports, as reasonably requested by the City (but not more than once every calendar month), regarding the status of the construction of the Improvements. Such report shall consist of an executive summary of the work to date, including, but not limited to, the causes for any delays and the work that is anticipated for the following month, a reasonable number of construction photographs taken since the last report submitted to the City, and shall be in a form reasonably acceptable to the City.

Section 6.7 Remedies for Delays in Construction.

Once construction commences on the project, Developer is expected to move forward in a timely way with the construction of the project and not stop construction for more than four months, as measured from the commencement of construction and as specified in the construction schedule. Delays of more than four months shall require notification to the City by the Developer, along with an updated schedule which identifies how to move the project forward to completion with the avoidance of additional delays. Any delay in the schedule of more than eight months may be considered breach of this agreement by the City.

Section 6.8 Prevailing Wage.

If applicable, Contractor shall ensure that all work for compensation is taken 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, Contractor 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, as they may be amended, 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, Contractor 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.

Section 6.9 Entry by City.

Until a Certificate of Occupancy has been issued by the City, the Developer shall permit the City, upon reasonable prior notice, through its officers, agents, or employees, to enter the

Property during normal business hours to inspect the work of construction to determine that such work is in substantial conformity with the Scope of Development, the Project Documents, and the approved Final Construction Drawings or to inspect the Property for compliance with this Agreement. The City is under no obligation to (a) supervise construction, (b) inspect the Property, or (c) inform the Developer of information obtained by the City during any inspection. The Developer shall not rely upon the City for any supervision or inspection. The rights granted to the City pursuant to this Section 6.9 are in addition to any rights of entry and inspection the City may have in the exercising of its municipal regulatory authority.

Section 6.10 Non-Discrimination During Construction; Equal Opportunity.

The Developer (for purposes of this Section 6.10, the term "Developer" shall include Developer's contractors), for itself, its successors and assigns, and transferees agrees that in the construction of the Project provided for in this Agreement:

A. The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, actual and perceived, medical condition, age, marital status, sex, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS), actual or perceived, or retaliation for having filed a discrimination complaint ("Nondiscrimination Factors"). The Developer will take affirmative steps to ensure that applicants are employed by the Developer or its applicable contractor, and that its employees are treated without regard to the Nondiscrimination Factors during employment including, but not limited to, activities of: upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer or its applicable contractor shall post in conspicuous places, available to its employees and applicants for employment, the applicable nondiscrimination clause set forth herein.

B. The Developer will ensure that its or its applicable contractor's solicitations or advertisements for employment are in compliance with the aforementioned nondiscrimination factors.

Section 6.11 Certificate of Occupancy.

Upon the Developer's completion of construction and the SFRWQCB's approval of any required post construction confirmation sampling and analysis, the City shall issue the Developer a Certificate of Occupancy for the Improvements.

7. OBLIGATIONS WHICH CONTINUE THROUGH AND BEYOND THE COMPLETION OF CONSTRUCTION

Section 7.1 Cultural Facilities Use.

The Developer covenants to use the Property only for the development and operation of a Black Box Theater, as authorized by the Downtown Specific Plan for a term of not less than 50 years following the Effective Date of this Agreement, unless otherwise approved in writing by the City. The intent of the black box use is to activate Stockmen's Park and the downtown area

through a range of performances and activities throughout the course of the year. The Black Box Theater is encouraged to be as actively programmed as possible, but at a minimum shall provide for at least 100 indoor and/or outdoor performances, rehearsals, meetings cultural events, or related activities on the surrounding grounds of Stockmen's Park in the first year of operation and a minimum of 150 indoor and/or outdoor performances, cultural events, or related activities on the surrounding grounds of Stockmen's Park in subsequent years.

Section 7.2 Annual Submittal of Budget and Financial Report.

A. Each year following completion of construction of the Project, Developer shall submit a complete certified financial report identifying all income and expenditures. If an audit, prepared and approved by a Certified Public Accountant, is performed, the audited financial statement shall be provided to the City. Such report and/or audit shall be provided within one hundred twenty (120) days of the end of Developer's fiscal year.

B. At least thirty (30) days prior to the beginning of Developer's fiscal year, Developer shall provide an annual budget to the City for review and comment. Such budget shall include a detailed list of proposed expenditures, including ongoing property and building maintenance costs, set asides for long term repair and replacement of major building components fixtures and equipment, as well as compensation and benefits provided to employees of Developer or proposed to be paid to consultants and contractors of Developer, special event and performance costs, fundraising and marketing costs, and all other expected expenditures.

Section 7.3 Existing Downtown Maintenance District.

City is presently paying into existing Maintenance District LL-859, for the downtown core area. The existing Maintenance District LL-859 and assessment shall be placed onto the Property six years following the date of the Close of Escrow or three months following the certificate of occupancy for the theater building, whichever is sooner, and as of that date Developer shall be required to pay the Property's portion of the maintenance district.

Section 7.4 Community Facility Maintenance District for Downtown Core Improvements.

The Developer agrees to participate in a maintenance district or districts created to fund the maintenance of Stockman's Park and other designated downtown public facilities ("Downtown Core Maintenance District"). The Downtown Core Maintenance District and assessment shall be placed onto the Property six years following the date of the Close of Escrow or three months following the certificate of occupancy for the theater building, whichever is sooner, and shall be placed on the annual tax bill of the Property in the approximate initial amount not to exceed $10,000 and increasing annually thereafter at the percent year-over-year change in the Consumer Price Index For All Urban Consumers – San Francisco Area plus one percent (1%). The assessment for the Downtown Core Maintenance District shall be apportioned as provided for in the methodology for the district's assessment.

Section 7.5 Maintenance.

The Developer hereby agrees that, after the Close of Escrow and prior to completion of construction of the Improvements, the Improvements shall be maintained in a neat and orderly condition and in accordance with industry health and safety standards, and that, once the Improvements are completed, they shall be maintained in accordance with industry standards as to both external and internal appearance of the buildings, and common areas. At all times, the Developer shall maintain or cause to be maintained the Improvements in good repair and working order, and in a neat, clean and orderly condition, including the walkways and landscaping, reasonable wear and tear excepted, and from time to time make all necessary and proper repairs, renewals, and replacements. Developer shall be responsible for all ongoing monitoring, maintenance, and reporting associated with the installed vapor intrusion mitigation system, if required by the SFRWQCB. In the event that there arises a condition in contravention of the above maintenance standard, then the City shall notify the Developer in writing of such condition, giving the Developer thirty (30) days from receipt of such notice to commence and thereafter diligently to proceed to cure said condition. In the event the Developer fails to cure or commence to cure the condition within the time allowed (or if the maintenance is not reasonably susceptible of being cured within such thirty (30) day period, the Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), the City shall have the right, but not the obligation to perform all acts necessary to cure such a condition. The City shall receive from the Developer the City's reasonable cost in taking such action and shall provide reasonable evidence of such costs to the Developer.

Section 7.6 City Right of Entry.

Developer grants to the City and the City's agents the right to enter upon the Property to conduct maintenance on adjacent City owned and/or controlled properties, and to complete utility improvements on the Property, as needed. Such entry shall be made only during regular business hours and upon not less than two (2) business days' advance telephonic, e-mail, or written facsimile notice to Developer. City shall indemnify and defend Developer, and its officials, officers, directors, employees, contractors, consultants, attorneys, agents, and designated volunteers (collectively the "Developer Indemnified Parties") against, and hold the Developer Indemnified Parties and the Property harmless from and against, any and all costs, expenses (including, without limitation, attorneys' fees), damages, claims, liabilities, liens (including, without limitation, mechanics liens) encumbrances and charges to the extent such arise out of or are in any way directly related to any entry by the City or the City's agents or employees upon the Property, but only to the extent such matters do not arise from the gross negligence or willful misconduct of the Developer or other Developer Indemnified Party, from pre-existing conditions of the Property, or from City's discovery of any information potentially having a negative impact on the Property. The foregoing obligation of the City shall survive the expiration or termination of this Agreement.

Section 7.7 Fundraising Relating to the Property.

As part of the Developer's fundraising efforts for the Black Box Theater, the Developer may offer naming rights to donors for building property features, on the property that will be sold to the Developer including, but not limited to, benches, bricks or related features. The donations

made in return for such naming rights shall be applied by the Developer to the costs of developing the Black Box Theater pursuant to this Agreement. The naming rights shall be memorialized by a suitable plaque or other such device as the donor, the City and the Developer shall agree. In no event shall such naming rights be consummated without the prior written approval of the City of the location, design, duration, and replacement options of such features.

Section 7.8 First Right to Purchase Property.

Should the Developer propose to sell the Property or to no longer operate a Black Box Theater, then the City will have the first right to purchase the Property and the Improvements. The Parties shall enter into good faith negotiations for a period of 180 days. Should a fair market value for the Property and Improvements not be reached, the Parties shall each select an appraiser who shall, jointly, attempt to reach a common fair market value and, if not, they shall select a third appraiser. If the fair market value determined by each of them does not vary by more than 10% from each other, the average of the three shall be the purchase price; otherwise, the mean shall be the purchase price. The City shall then have 120 days to elect to purchase the Property and Improvements at the fair market value. If any contributions toward the cost of the property, construction of the Improvements or operational deficits have been made by the City, then those contributions shall reduce the purchase price by the percentage of those contributions to the total construction costs plus contributions made to operational deficits by the City then applied to the fair market value. Any contributions toward the construction of Improvements by City shall be increased by the Engineering News Index for the applicable years. If the Developer fails to construct the Improvements, the City shall have the first right to purchase the Property for $10,000 plus any increase based upon the San Francisco-Oakland-Hayward CA Consumer Price Index for All Urban Consumers (CPI-U) for the applicable years.

Should the City elect not to purchase the Property, then the Developer may sell or otherwise convey the Property to another organization so long as any sale or transfer of the Property and Improvements does not void or otherwise change the obligations in this and other documents to operate the Property and Improvements in the community interest as a Black Box Theater for the uses set forth in Section 7.1. Should a sale to a third party occur as set forth herein, and if any contributions toward the construction of the Improvements or operational deficits have been made by the City, other than those required by this Agreement, then City shall receive that portion of the sale price represented by the percentage of those contributions to the total construction costs plus contributions made to operational deficits by the City and then applied to the sales price. Any contributions toward the construction of Improvements by City shall be increased by the Engineering News Index for the applicable years.

Section 7.9 Developer to Indemnify City.

A. The Developer shall indemnify, defend (with counsel approved by the City) and hold harmless the City, and its elected and appointed officials, officers, directors, employees, contractors, consultants, attorneys, agents, and designated volunteers (collectively, the "Indemnitees") from and against any and all liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, causes of action, writs, judicial or administrative proceedings, penalties, deficiencies, fines, orders, judgments and damages (all of the foregoing

collectively "Claims") which in any manner, directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, result from, or relate to: (i) approval of this Agreement and/or the Improvements; (ii) performance of this Agreement on the part of the Developer or any contractor or subcontractor of Developer; and/or (iii) the development, operation, maintenance or management of the Improvements, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that the City does not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or Developer's deposit with the City of any of the insurance policies described in this Agreement.

B. The Developer shall pay immediately upon the Indemnitees' demand any amounts owing under this indemnity. The duty of Developer to indemnify includes the duty to defend the Indemnitees or, at the Indemnitees' choosing, to pay the Indemnitees' costs of its defense in any court action, administrative action, or other proceeding brought by any third party arising from the Improvements. The Indemnitees shall have reasonable approval rights regarding decisions with respect to their representation in any legal proceeding, including, but not limited to, the selection of attorney(s). Developer's obligations set forth in this Section 7.9 shall survive the issuance of the Certificate of Occupancy by the City, and termination of this Agreement. Notwithstanding the foregoing, Developer's indemnification obligations set forth in this Section 7.9 shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees, or any Claims arising from the activities of any Indemnitee on the Property, or any Claims arising from the breach by the City of any of its obligations under this Agreement or the Transaction Documents.

Section 7.10 Hazardous Materials.

A. *Certain Covenants and Agreements*. Following possession of the Property, the Developer hereby covenants and agrees that:

(1) The Developer shall not knowingly permit the Property or Improvements, or any portion thereof, to be a Property for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Property in violation of any applicable law;

(2) The Developer shall keep and maintain the Property and Improvements, and each portion thereof, in compliance with, and shall not cause or permit the Property or Improvements, or any portion thereof, to be in violation of, any Hazardous Materials Laws;

(3) Upon receiving actual knowledge of the same the Developer shall within ten (10) days advise the City in writing of:

(a) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed, or threatened against the Developer or the Property or Improvements pursuant to any applicable Hazardous Materials Laws;

(b) any and all claims made or threatened by any third party against the Developer or the Property or Improvements relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (a) and this clause (b) are hereinafter referred to as "Hazardous Materials Claims"); (C) the presence of any Hazardous Materials in, on or under the Property in such quantities which require reporting to a government agency; or (D) the Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property or Improvements or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property or Improvements under any Hazardous Materials Laws.

(4) The Developer shall keep and maintain the Property and Improvements, and each portion thereof, in compliance with, and shall not cause or permit the Property or Improvements, or any portion thereof, to be in violation of, the Site Management Plan approved by the SFRWQCB.

B. *Indemnity*. Without limiting the generality of the indemnification set forth in Section 7.9, the Developer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City, and its elected and appointed officials, officers, directors, employees, contractors, consultants, attorneys, agents, and designated volunteers from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of:

(1) The failure of the Developer, its agents, employees, or contractors to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Property or Improvements at any time following the Close of Escrow;

(2) The presence in, on or under the Property or Improvements of any Hazardous Materials or any releases or discharges of any Hazardous Materials into, on, under or from the Property; or

(3) Any activity carried on or undertaken on or off the Property of Improvements, subsequent to the Close of Escrow, and whether by the Developer or any employees, agents, contractors or subcontractors of the Developer at any

time occupying or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Property (collectively "Indemnification Claims"). The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. Notwithstanding the foregoing, Developer's indemnity under this Section 7.10(B) shall not apply to any Claims to the extent arising solely from the gross negligence or willful misconduct of any of the City, its elected and appoint officials, officers, employees, or contractors. Developer's obligations set forth in this Section shall survive the issuance of the Certificate of Occupancy by the City, and termination of this Agreement.

C. *No Limitation*. The Developer hereby acknowledges and agrees that the Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under Section 7.10(B) above, are in no way limited or otherwise affected by any information the City may have concerning the Project, and/or the presence within the Project of any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations.

Section 7.11 No Liability for Breaches of Security.

The foregoing and anything to the contrary contained in this Agreement notwithstanding, the City and Developer shall have no liability to the other Party, or any obligation to indemnify the other Party for any third party claims, for any injury to person or property caused by the acts of third persons in connection with any alleged breach of or failure to provide reasonable security, including criminal acts or other losses, nor shall this Agreement establish any duty owed in tort to, or standard of care in tort as to, either Party or any third party.

Section 7.12 Non-Discrimination.

A. The Developer covenants and agrees for itself, its successors and its assigns in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. All deeds, leases, or contracts for the sale, lease, sublease, or other transfer of the Property shall contain or be subject to the nondiscrimination or non-segregation clauses hereafter prescribed.

B. Notwithstanding subdivision (A), with respect to familial status, subdivision (A) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in subdivision (A) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the

Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to subdivision (A).

C. Developer's obligations set forth in this Section shall survive the issuance of the Certificate of Occupancy by the City, and termination of this Agreement.

Section 7.13 CFD Assessment.

Nothing in this Agreement is intended to prevent the Developer from passing-through all or a portion of any CFD assessment applicable to the tenants occupying the Improvements.

Section 7.14 Survival.

The provisions of Article 7 shall survive the termination of this Agreement.

8. ASSIGNMENT AND TRANSFERS

Section 8.1 Definitions.

As used in this Article 8, the term "Transfer" shall mean:

A. Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode of form, of or with respect to this Agreement, or of the Property, or any part thereof or any interest therein or of the Improvements constructed thereon, or any contract or agreement to do any of the same; or

B. Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to more than a fifty percent (50%) ownership interest in the Developer, or any contract or agreement to do any of the same.

Section 8.2 Purpose of Restrictions on Transfer.

This Agreement is entered into solely for the purpose of development and operation of the Improvements on the Property and their subsequent use in accordance with the terms of this Agreement. The qualifications and identity of the Developer are of particular concern to the City, in view of:

A. The importance of the redevelopment of the Property to the general welfare of the community; and

B. The fact that a Transfer as defined in Section 8.1 above is for practical purposes a transfer or disposition of the Property.

It is because of the qualifications and identity of the Developer that the City is entering into this Agreement with the Developer and that Transfers are permitted only as provided in this Agreement.

Section 8.3 Prohibited Transfers.

Developer shall not consummate a transfer, conveyance, or assignment of the whole or any part of the Property, or the Improvements thereon, without the prior written approval of the City. Notwithstanding the foregoing, the prohibitions contained in this Section 8.3 shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or any portion thereof, or to prohibit or restrict the subleasing of any part of parts of a building or structure when said Improvements are completed so long as any such lease or rentals do not exceed one year in length. Subleases of more than one year shall be submitted to the City for concurrence, in which case approval shall not be unreasonably withheld.

Except as expressly permitted in this Agreement, the Developer represents and agrees that the Developer has not made or created, and will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law, without the prior approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. Any Transfer made in contravention of this Section 8.3 shall be void and shall be deemed to be a default under this Agreement, whether or not the Developer knew of or participated in such Transfer.

Section 8.4 Permitted Transfers.

A. Notwithstanding the provisions of Section 8.3, a Transfer otherwise approved by the City is permitted. As a condition of the City approval of a Transfer the transferee must concurrently assume the obligations of the Developer under this Agreement. As a condition of the City's approval of a Transfer, the City must review and approve the transferee's organizational documents for the purposes of determining that such transferee would effectively perform Developer's obligations under this Agreement. Furthermore, no Transfer of a direct interest in this Agreement shall be permitted unless, at the time of the Transfer, the person or entity to which such Transfer is made, by an agreement reasonably satisfactory to the City and in form recordable among the land records, expressly agrees to perform and observe, from and after the date of the Transfer, the obligations, terms and conditions of this Agreement provided, however, that no such transferee shall be liable for the failure of its predecessor to perform any such obligation. The City shall grant or deny approval of a proposed Transfer within sixty (60) days of receipt by the City of the Developer's request for approval of a Transfer, which request shall include evidence of the proposed transferee's business expertise and financial capacity. Subject to the provisions of Section 12.5 of this Agreement, failure by the City to approve or disapprove the proposed Transfer within sixty (60) days after receipt of the Developer's written request shall be deemed to be approval of the proposed Transfer by the City.

B. Any assignment of rights and/or delegation of obligations under this Agreement in connection with a Transfer of a direct interest in this Agreement shall be in writing executed by Developer and the assignee or transferee, which written agreement shall name the City as an express third- party beneficiary with respect to such agreement (the "Assumption Agreement") with a copy thereof delivered to the City within thirty (30) days after the effective date thereof. Upon Transfer of a direct interest in this Agreement pursuant to an Assumption Agreement, the assignor shall be relieved of liability with respect to any such obligations relating to the Project accruing from and after the date of such assignment or Transfer. Notwithstanding the foregoing, unless such assignee

specifically assumes pursuant to the Assumption Agreement the obligations under this Agreement to indemnify the City with respect to the Property and Improvements, the assignor will retain such obligations and remain jointly and severally liable for such indemnity obligations with such assignee; however, in the event of such an assumption of the indemnification obligation, Developer shall be released from all liability under such indemnity obligations.

9. TAXES AND ASSESSMENTS

Section 9.1 Taxes and Assessments.

Developer shall pay when due all real estate taxes and assessments assessed and levied on the Property for any period subsequent to sale of the Property to Developer and continuing thereafter until such time as the Property has been conveyed to a subsequent owner. Developer understands that certain conditions and its control of the Property under this Agreement may give rise to the imposition of a possessory interest tax on said property, and in such event, Developer agrees to pay when due any such possessory interest tax.

10. SECURITY FINANCING AND RIGHTS OF HOLDER

Section 10.1 No Encumbrances Except Mortgages, Deeds of Trust, Sales and Leases-Back or Other Financing for Development.

Notwithstanding Sections 8.3 and 8.4 of this Agreement, mortgages, deeds of trust, sales and leases-back or any other form of conveyance not to exceed 20% of the value of the Project (the Purchase Price of the Property and the fair market value of the Improvements) are permitted before issuance of a Certificate of Occupancy but only with the prior approval of the City. Such approval shall not be unreasonably withheld, delayed or conditioned, and the conveyance for financing shall only be permitted for the purpose of securing loans of funds to be used for financing the development and construction of Improvements on the Property and any other expenditures necessary and appropriate to develop the Property under this Agreement. The Developer shall notify the City in advance of any such mortgage, deed of trust, sale and lease-back or other form of conveyance for financing if the Developer proposes to enter into the same before issuance of a Certificate of Occupancy. The Developer shall not enter into any such conveyance for financing prior to issuance of a Certificate of Occupancy without the prior written approval of the City, which approval the City shall give if any such conveyance is given to a responsible financial or lending institution or other acceptable person or entity approved by the City and such form of conveyance does not exceed 20% of the value of the Project (the Purchase Price of the Property and the fair market value of Improvements). The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction, and land development.

Section 10.2 Holder Not Obligated to Construct Improvements.

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the grant deed for any portion of the Property be construed so to obligate such

holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any Improvements thereon other than those uses or Improvements provided for in Section 7.1 of this Agreement.

Section 10.3 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders: Right to Cure.

Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the Improvements, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement who has previously made a written request to the City therefor. Each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to require such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect the Improvements or construction already made); provided, however, if the holder does so elect to complete the Improvements, then it must first expressly assume the Developer's obligations to the City by written agreement satisfactory to the City.

Section 10.4 Failure of Holder to Complete Improvements.

In any case where, six (6) months after default by the Developer in completion of construction of Improvements under this Agreement, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Property, or any portion thereof, has not exercised the option to construct, or if it has exercised the option and has not proceeded diligently with construction, the City may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest. In the event the holder of any such mortgage, deed of trust or other security interest requests an extension of such six-month period, the City will, in good faith, consider such extension and reasonably cooperate with such holder to enable completion of construction of the Improvements on the Property. If the ownership of the Property, or any portion thereof, has vested in the holder, the City, if it so desires, shall be entitled to a conveyance of the Property or such portion from the holder to the City upon payment to the holder of an amount equal to the sum of the following:

A. The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

B. All expenses with respect to foreclosure;

C. The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Property, or such portion thereof;

D. The costs of any authorized improvements made by such holder; and

E. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City.

Section 10.5 Right of City to Cure Mortgage, Deed of Trust or Other Security Interest Default

In the event of a default or breach by the Developer of a mortgage, deed of trust or other security interest with respect to the Property prior to the issuance of a Certificate of Occupancy, the Developer shall notify the City within 10 days of such default or breach, and the City may cure the default prior to completion of any foreclosure. In such event, the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security interests executed for the sole purpose of obtaining funds to purchase and develop the Property as authorized herein.

Section 10.6 Right of the City to Satisfy Other Liens on the Property After Title Passes.

After the conveyance of title to the Developer and prior to the issuance of a Certificate of Occupancy, and after the Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Property, the City shall have the right to satisfy any such liens or encumbrances, provided, however, that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale.

11. DEFAULT AND REMEDIES

Section 11.1 Application of Remedies.

The provisions of this Article 11 shall govern the Parties' remedies for breach of this Agreement.

Section 11.2 Fault of City.

A. *Event of Default.* Following notice and cure as more particularly described in Section 11.2 (B) below, each of the following events constitutes a "City Event of Default" and a basis for the Developer to take action against the City:

(1) The City fails to dispose of the Property as provided in this Agreement and the Developer is otherwise entitled by this Agreement to such disposition; and

(2) The City breaches any other material provision of this Agreement.

B. *Notice and Cure Procedure; Remedies.* Upon the occurrence of any of the above-described events, the Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach or failure. In the event the City does not then cure the default within such thirty (30)-day period (or, if the default is not reasonably susceptible of cure within such thirty

(30)-day period, the City fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the Developer shall be entitled to any rights afforded it in law or in equity by pursuing any or all of the following remedies: (1) terminating this Agreement by written notice to the City; (2) prosecuting an action for damages (subject to the limitation of liability more particularly described in Section 12.4, and excluding punitive damages and consequential damages); or (3) seeking any other remedy available at law or in equity (excluding punitive damages and consequential damages), including, without limitation, an action for specific performance.

Section 11.3 Fault of Developer.

A. *Event of Default*. Following notice and cure as more particularly described in Section 11.3 (B) below, each of the following events constitutes a "Developer Event of Default" and a basis for the City to take action against the Developer:

(1) The Developer does not attempt diligently and in good faith to cause satisfaction of the conditions in Article 2 and Article 5 benefiting the Developer within the reasonable control of the Developer by the time set forth in the Schedule of Performance;

(2) The Developer fails to construct the Improvements in accordance with Article 6 within the time set forth in the Schedule of Performance;

(3) The Developer has breached its obligations under Section 7.1;

(4) Developer attempts or completes a prohibited Transfer;

(5) The Developer's: (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency as evidenced by an entered decree by a court of competent jurisdiction; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due; and

(6) The Developer breaches any other material provision of this Agreement.

B. *Notice and Cure Procedure*. Upon the happening of any of the above-described events the City shall first notify the Developer in writing of its purported breach or failure, giving the Developer thirty (30) days from receipt of such notice to cure such breach or failure. If the Developer does not cure the default within such thirty (30)-day period (or if the default is not reasonably susceptible of being cured within such thirty (30)-day period, the Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the City shall be afforded all of its rights at law or in equity by taking any or all of the following remedies: (1)

terminating this Agreement by written notice to the Developer; (2) prosecuting an action for damages (subject to the limitation of liability more particularly described in Section 12.4, and excluding specific performance, punitive damages and consequential damages); or (3) seeking any other remedy available at law or in equity (excluding punitive damages and consequential damages). If the City elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 11.4 Option to Repurchase, Reenter and Repossess.

City shall have the additional right at its option to repurchase, reenter and take possession the Property with all Improvements therein, if after the Close of Escrow, the Developer:

A. Fails to commence construction of the Improvements on the Property within the time set forth in the Schedule of Performance; or

B. Once construction has commenced, fails to diligently prosecute construction of the Improvements through completion, where such failure has not been cured within three (3) months after Developer's receipt of a written notice thereof from City; or

C. Abandons or substantially suspends construction of the Improvements for a period of three (3) months after Developer's receipt of written notice of such abandonment or suspension from the City; or

D. Without prior written consent of City, directly or indirectly, voluntarily, or involuntarily sells, assigns, transfers, disposes of, encumbers any portion of or interest in the Property. For purposes of this paragraph, the terms "sell" and "transfer" shall include, in addition to the common and ordinary meaning of those terms and without limiting their generality, transfers made to subsidiary or affiliated entities, and any "change in ownership" as that term is used from time to time in California real property taxation law, irrespective of the fact that the Property may be exempt; or

E. Fails to manage or operate the Property in accordance with the purposes and goals of the project or otherwise not in the public interest or in accordance with any subsequent agreements among the Parties relative to the management and operation of the Property; and

F. Notwithstanding the provisions of subsections (A) – (C) of this section, the Parties may mutually agree to extend the deadlines contained therein. This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(1) Any mortgage, deed of trust or other security instrument permitted by this Agreement, all of which debts shall, with the consent of the lender, be assumed by the City; or

(2) Any rights or interests provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments; or

(3) Any leases and other agreements between the Developer and other third-party tenants and purchasers of the Property, or applicable portions thereof, all of which shall be assumed by the City.

G. To exercise its right to repurchase, reenter and take possession with respect to the Property or any portion thereof, the City shall pay to the Developer in cash an amount equal to:

(1) Subject to Subsection (G)(5) below, the cash amount of the Purchase Price for the Property or such portion or phase thereof actually paid by the Developer; plus

(2) Subject to Subsection (G)(5) below, all costs actually incurred by the Developer for the construction of the improvements existing on the Property, or portion thereof, at the time of the repurchase, reentry and repossession, exclusive of amounts financed which shall be assumed by the City, such costs incurred by the Developer to be increased by the annual changes in construction costs reported by the Construction Cost Index calculated by the Engineering News Record for the applicable years; less

(3) Any net income withdrawn by the Developer from the Property or such portion thereof or the Improvements thereon; and less

(4) The amount of unpaid liens on the Property or such portion thereof which the City shall assume and any unpaid current or past-due installments of assessments against the Property or such portion thereof which the City shall assume; and less

(5) Any contributions toward the construction of the Improvements by City which shall be increased by the annual changes in construction costs reported by the Construction Cost Index calculated by the Engineering News Record for the applicable years.

H. Notwithstanding Subsections (G)(1) and (G)(2) above, or any other provision of this Agreement to the contrary, if the right to repurchase is exercised more than 15 years from the issuance of the Certificate of Occupancy, then the City will pay the fair market value for the Black Box Theater as determined by an appraiser mutually selected by the parties or, if the parties are unable to mutually select an appraiser, then each party shall select an appraiser and they shall select a third appraiser and the three appraisers shall jointly determine the fair market value. If the appraisers cannot agree, then the City may exercise the right of eminent domain and have value determined in accordance with state law for condemnation valuation. If contributions toward either the construction of the Improvements or their operation have been made by the City, except for those required by this Agreement, then those contributions shall reduce the fair market value by the percentage of the contribution to the total construction costs plus contributions made to operational deficits by the City then applied to the fair market value. Any contributions toward the construction of the Improvements by City shall be increased by the annual

changes in construction costs reported by the Construction Cost Index calculated by the Engineering Record News for the applicable years.

I. In order to exercise such repurchase option, the City shall give Developer written notice and Developer shall, within forty-five (45) days after Developer's receipt of such notice, provide the City with a summary and documentation of the amounts described in subparagraphs 1, 2 and 3, of Paragraph (F) above. The City, within thirty (30) days thereafter, shall pay to Developer in cash all sums owing pursuant to this Section 11.4, and Developer shall thereupon execute and deliver to the City a grant deed transferring to the City all of Developer's interest in the Property.

Section 11.5 Right of Reverter.

The City shall have the additional right, at its option, to terminate the estate conveyed to the Developer, to reenter and take possession of the Property, or any portion thereof, with all Improvements thereon and to revest in the City the estate theretofore conveyed to the Developer, if after conveyance of title to the Property, the Developer:

A. Fails to commence construction of approved Improvements on the Property within the time set forth in the Schedule of Performance; or

B. Once construction has commenced, fails to diligently prosecute construction of the Improvements through completion, where such failure has not been cured within three (3) months after Developer's receipt of a written notice thereof from City; or

C. Abandons or substantially suspends construction of the Improvements for a period of three (3) months after Developer's receipt of written notice of such abandonment or suspension from the City; or

D. Without prior written consent of City, directly or indirectly, voluntarily, or involuntarily sells, assigns, transfers, disposes of, encumbers any portion of or interest in the Property. For purposes of this paragraph, the terms "sell" and "transfer" shall include, in addition to the common and ordinary meaning of those terms and without limiting their generality, transfers made to subsidiary or affiliated entities, and any "change in ownership" as that term is used from time to time in California real property taxation law, irrespective of the fact that the Property may be exempt; or

E. Fails to manage or operate the Property in accordance with the purposes and goals of the project or otherwise not in the public interest or in accordance with any subsequent agreements among the Parties relative to the management and operation of the Property.

F. Notwithstanding the provisions of subsections (A) – (E) of this section, the Parties may mutually agree to extend the deadlines contained therein; and

G. The interest created pursuant to this Section 11.5 shall be a "Power of termination" as defined in California Civil Code Section 885.010, and shall be separate and distinct from City's option to repurchase the Property or portion thereof under the same or similar conditions specified in Section 11.4 above. The City's Power of

termination shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit the following:

(1) Any mortgage, deed of trust or other security instrument permitted by this Agreement, all of which debts shall, with the consent of the lender, be assumed by the City; or

(2) Any rights or interest provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments; or

(3) Any leases and other agreements between the Developer and other third-party tenants and purchasers of the Property, or applicable portions thereof, all of which shall be assumed by the City.

H. The grant deed shall create the City's Power of termination upon the terms and conditions of this Section 11.5.

I. Upon the revesting in the City of title to the Property or any part thereof as provided in this Section 11.5, the City shall, pursuant to its responsibilities under state law, use its best efforts to resell, lease, or otherwise dispose of the Property or part thereof as soon and in such manner as the City shall find feasible and consistent with the objectives of such law and of the Downtown Plan to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Improvements, as applicable, or such other improvements in their stead, as shall be satisfactory to the City and in accordance with the uses specified for the Property as set forth in Section 7.1 of this Agreement.

J. Upon such disposition of the Property or portion thereof, the proceeds thereof shall be applied:

(1) First, to reimburse the City for all costs and expenses incurred by the City, including, but not limited to, (a) salaries to personnel in connection with the recapture, management and disposition of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); (b) all taxes, assessments and water and sewer charges with respect to the Property or part thereof; (c) any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; (d) any City expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and (e) any amounts otherwise owing the City by the Developer; and

(2) Second, to reimburse the Developer the sum of the following: (a) the Purchase Price paid by the Developer, plus (b) all costs actually incurred by the Developer for the development of the Property or portion thereof and for the Improvements existing on the Property or portion thereof at the time of the reentry and repossession, exclusive of amounts financed which are assumed by the City; less (c) any net income withdrawn by the Developer from the Property,

or portion thereof, or the Improvements thereon; and less (d) the amount of any due but unpaid assessments against the Property or portion thereof assumed by the City.

K. Any balance remaining after such reimbursements shall be retained by the City as its property.

L. Should such right of reverter occur within 15 years from the issuance of the certificate of occupancy for the Black Box Theater, then payment shall be made to Developer of its construction costs for the Improvements increased by the annual changes in construction costs reported by the Construction Cost Index calculated by the Engineering News Record for the applicable years less any contributions toward the construction of the Improvements or its operational deficits made by the City, except for those required by this Agreement. Any contributions toward the construction of the Improvements by City shall be increased by the annual changes in construction costs reported by the Construction Cost Index calculated by the Engineering News Record for the applicable years. Notwithstanding anything in this Agreement to the contrary, if the right of reverter is exercised more than 15 years after the certificate of occupancy, then City will pay the fair market value for the Black Box Theater as determined by an appraiser mutually selected by the parties or, if the parties are unable to mutually select an appraiser then each party shall select an appraiser and they shall select a third appraiser and the three appraisers shall jointly determine the fair market value. If the appraisers cannot agree then City may exercise the right of eminent domain and have value determined in accordance with state law for condemnation valuation. If contributions toward either the construction of the Improvements or their operation have been made by the City, except for those required by this Agreement, then those contributions shall reduce the fair market value by the percentage of the contribution to the total construction costs plus contributions made to operational deficits by the City then applied to the fair market value. Any contributions toward the construction of Improvements by City shall be increased by the annual changes in construction costs reported by the Construction Cost Index calculated by the Engineering News Record for the applicable years.

As set forth above, this Section is intended to create and reserve in the City a Power of termination under California law, and not a forfeiture prohibited by California law. To the extent that a court of competent jurisdiction determines that this Section does involve a forfeiture, however, the terms and provisions of this Section shall he strictly construed to minimize or eliminate any such forfeiture in light of the fact that the City will convey the Property to the Developer for development, and not for speculation in undeveloped land.

Section 11.6 Rights and Remedies Cumulative.

Except as otherwise provided, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default.

Section 11.7 Survival.

Upon termination of this Agreement under this Article 11, the following provisions of this Agreement shall survive: Section 2.3, Section 3.14, Section 6.4, Article 7, Section 9.1 and any other section that provides for survival upon termination. This Section 11.7 exists for reference purposes only and does not alter the scope or nature of the surviving provisions.

12. GENERAL PROVISIONS

Section 12.1 Term.

The term of this Agreement is fifty (50) years, beginning on the Effective Date unless terminated earlier. The Agreement may be extended by written agreement of the parties.

Section 12.2 Identity of Developer.

The Developer represents and warrants to the City as of the Effective Date and as of the Close of Escrow, as follows:

A. *Organization.* The Developer is a 501(c)(3) organization duly organized, validly existing and in good standing under the laws of California with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement.

B. *Authorization.* The Developer has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this Agreement. Upon the Effective Date of this Agreement, this Agreement shall constitute a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to all applicable bankruptcy laws and laws affecting the rights of creditors generally.

C. *No Conflict.* The execution, delivery and performance of this Agreement by the Developer does not and will not conflict with, or constitute a violation or breach of, or constitute a default under (i) the charter or incorporation documents of the Developer, (ii) any applicable law, rule or regulation binding upon or applicable to the Developer, or (iii) any material agreements to which the Developer is a party.

D. *No Material Adverse Change.* There has been no material adverse change in the financial condition of the Developer since the Effective Date.

E. *Default Under Other Agreements.* There is no event, act or omission which constitute, or but for the passage of time or the giving of notice, or both, would constitute a breach, violation or default by Developer under any agreement materially related to the development or operation of the Property or Improvements, including but not limited any other partnership agreement, joint venture agreement, or loan agreement.

Until the Close of Escrow, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 12.2 not to be true,

immediately give written notice of such fact or condition to the City. Upon the Developer's Transfer prior to the Close of Escrow, the Developer shall cause the Developer's assignee to update the representations and warranties set forth above.

Section 12.3 Notices, Demands and Communications.

Formal notices, demands, submittals and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, delivered personally, or dispatched by certified mail, return receipt requested, or by reputable overnight delivery service with a receipt showing date of delivery, to the principal offices of the City and the Developer as follows:

City: City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550
Attn: City Manager

Developer: Shakespeare's Associates, Inc.
2172 Railroad Avenue
Livermore, CA 94550
Attn: Lisa A. Tromovitch

With a copy to: Elizabeth Trutner, Esq.
2109 Fourth Street
Livermore, CA 94550

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 12.3. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery or refusal of delivery.

Section 12.4 Limitation of Liability.

The Parties acknowledge that neither Party would have entered into this Agreement had it been exposed to damage claims from the other Party for any breach thereof. As such, the Parties agree that in no event shall either Party be entitled to recover damages against the other Party for breach of this Agreement. In addition, no member, partner, beneficial interest holder, official, officer, director, employee, contractor, consultant, attorney, agent, or designated volunteer of a Party shall be personally liable to the other Party, or any successor in interest to the other Party, in the event of any default or breach or for any amount or on any obligation under the terms of this Agreement.

Section 12.5 Enforced Delay.

In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement or the Schedule of Performance shall be extended, where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority (except for restrictions or priorities established by the Party required to perform the action required under this Agreement); litigation; unusually severe weather; inability to secure necessary labor, materials or tools; or acts or the failure to act of the City or any other public or governmental agency or entity including breaches by the City under this Agreement, any Transaction Document, or Project Document ("Force Majeure"). An extension of time for Force Majeure shall only be for the period of the enforced delay, which period shall commence to run from the time of the notification of the delay by the Party requesting the extension to the other Party. The Party requesting an extension of time under this Section 12.5 shall give notice promptly following knowledge of the delay to the other Party. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after knowledge of the commencement of the delay, the period shall commence to run upon the earlier of (i) thirty (30) days prior to the giving of such notice or (ii) the date that the other Party received knowledge of the events giving rise to the delay.

Section 12.6 Delegation of Authority.

Upon approval of this Agreement by the City Council, the City Manager is authorized to execute any and all and Transaction Documents for the Property.

Section 12.7 Inspection of Books and Records.

The City has the right at all reasonable times and upon five (5) business days prior written notice to inspect the books, records and all other documentation of the Developer pertaining to its obligations under this Agreement. Such books, records and documentation are privileged documents of the Developer containing trade secrets, private personal information, and/or the contents of real estate appraisals, engineering and/or feasibility estimates, evaluations, and other proprietary non-public information.

Section 12.8 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of its provision. References to "Articles" and "Sections" are to sections of this Agreement, unless otherwise specifically provided.

Section 12.9 Applicable Law.

This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 12.10 Severability.

If any term, provision, covenant or condition of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 12.11 Legal Actions.

In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, each Party shall bear their own attorneys' fees and no attorneys' fees may be awarded to the Party prevailing in the action.

Section 12.12 Binding Upon Successors; Covenants to Run with Land.

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties; provided, however, that there shall be no Transfer except as permitted in under the terms of this Agreement. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

The terms of this Agreement shall run with the land, and shall bind all successors in title to the Property until the termination of this Agreement, except that the provisions of this Agreement that are specified to survive termination of this Agreement shall run with the land in perpetuity and remain in full force and effect following such termination. Every contract, deed, or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases the Property, or the applicable portion of the Property, from the requirements of this Agreement.

Section 12.13 Parties Not Co-Venturers.

Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

Section 12.14 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the conveyance of the Property and the development of the Project, and expressly supersedes the Exclusive Negotiating Rights Agreement dated July 24, 2018, and amended on May 14, 2019, January 14, 2020, May 19, 2020, November 30, 2020, and July 13, 2021.

Section 12.15 Counterparts.

This Agreement may be executed in counterparts and multiple originals.

Section 12.16 Amendments.

The Parties can amend this Agreement only by means of a writing signed by both Parties.

Section 12.17 Recordation of Memo of DDA.

The Parties consent to the recordation of the Memo of DDA in the Official Records against the Developer's interest in the Property.

Section 12.18 Standard of Approval.

Any consents or approvals required or permitted under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

Section 12.19 Effectiveness of Agreement.

This Agreement is dated for convenience only and shall only become effective on the Effective Date.

Section 12.20 Interpretation.

The use in this Agreement of the words "including", "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to", or words of similar import, is used with reference thereto.

Section 12.21 No Gift or Dedication.

Except as otherwise specified herein, this Agreement shall not be deemed to be a gift or dedication of any portion of the Property to the general public, for the general public, or for any public use or purpose whatsoever. Except as provided for in Section 5.8 the Developer shall have the right to prevent or prohibit the use of or access to any portion of the Property by any member of the general public.

[SIGNATURES ON THE FOLLOWING PAGE]

WHEREFORE, the Parties have executed this Agreement as of the date first above written.

City:

By: _____
Marc Roberts
Its: City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Sr. Assistant City Attorney

APPROVED AS TO INSURANCE:

_____
Risk Manager/Analyst

DEVELOPER:
Shakespeare's Associates, Inc.

By:

By: _____

Name: Lisa A. Tromovitch
Title: President

EXHIBIT A
DOWNTOWN PLAN



RECORDING REQUESTED BY:
and

WHEN RECORDED MAIL TO:
City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $
SURVEY MONUMENT FEE $
Computed on the consideration or value or property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining a t time of sale.

APN #'s 098-0289-23, 098-0289-24, 098-0289-25
098-0289-26, 098-0289-27

No Fee Recording Government Code 6103, 27383, & 27388.1
The undersigned Grantor declares: No Tax Due – R&T 11911 Consideration less than $100

AMENDMENT TO GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Livermore, a municipal corporation ("City" or "Grantor"), owner of the property being all of the lots shown on Tract Map 8574 and on Parcel Map 11239 and the Livermore Stockmen's Association ("Grantee"), owner of the Park Easement described in the Grant of Easement recorded on April 18, 2018 under document number 2018076967 Official Records of Alameda County hereby amends said Park Easement to revise the boundaries of the Cultural Facilities Use Area, Commercial Areas, and the Park Area within the Park Easement as described in Exhibit "D" and subject to the terms and conditions set forth in that specific agreement titled *First Amendment to Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area,* dated January 30, 2018, the *Second Amendment to Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area.* dated September 27, 2019, and *Third Amendment to Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area.* dated May__, 2022 and on file with the City Clerk for the City of Livermore ("Agreement"). The rights, duties, and obligations of the City and the Livermore Stockmen's Rodeo Association concerning the use of the Park Area, Cultural Facility Use Area, and the Commercial Use Areas of this Amended Park Easement are set forth in that Agreement.

This Amended Park Easement may be used by the City for parking prior to the construction of the park facilities, cultural facilities, and commercial uses in those areas designated as the Park Area, Cultural Facility Use Area, and Commercial Use Areas, respectively. The Cultural Facility Use Area and the Commercial Use Areas A, B, C and D may be used by the City as a park if the respective locations are no longer needed for parking, prior to the construction of a cultural facility or commercial facilities in those respective areas. The City may use any and all portions of the Amended Park Easement for public infrastructure that does not interfere with other uses allowed in the easement area.

**FOR DESCRIPTION SEE THE ATTACHED EXHIBIT "D"
ATTACHED HERETO AND MADE A PART HEREOF**

[*Signature appears on following page*]

Grantor Signature:

CITY OF LIVERMORE
A municipal corporation of the State of California

DATED: _____

_____
Marc Roberts, City Manager

Grantee Signature:

LIVERMORE STOCKMEN'S RODEO ASSOCIATION:

DATED: _____

_____
David Finster, President

APPROVED AS TO FORM:

_____
Kimberly Cilley
Sr. Asst. City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT "D"

LEGAL DESCRIPTION AMENDED PARK EASEMENT

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 2 AND PARCEL 5, OF TRACT 8574, RECORDED DECEMBER 23,2020, IN BOOK 365 OF MAPS AT PAGES 15-19, AND ALL OF PARCEL'S A, B, & C OF PARCEL MAP 11239 RECORDED _____, IN BOOK ____ OF MAPS AT PAGES _____ ALAMEDA COUNTY RECORDS.

CONTAINING 78,671± SQUARE FEET OF LAND MORE OR LESS

APN's: 098-0289-23, 098-0289-24, 098-0289-25, 098-0289-26, 098-0289-27



EXHIBIT B

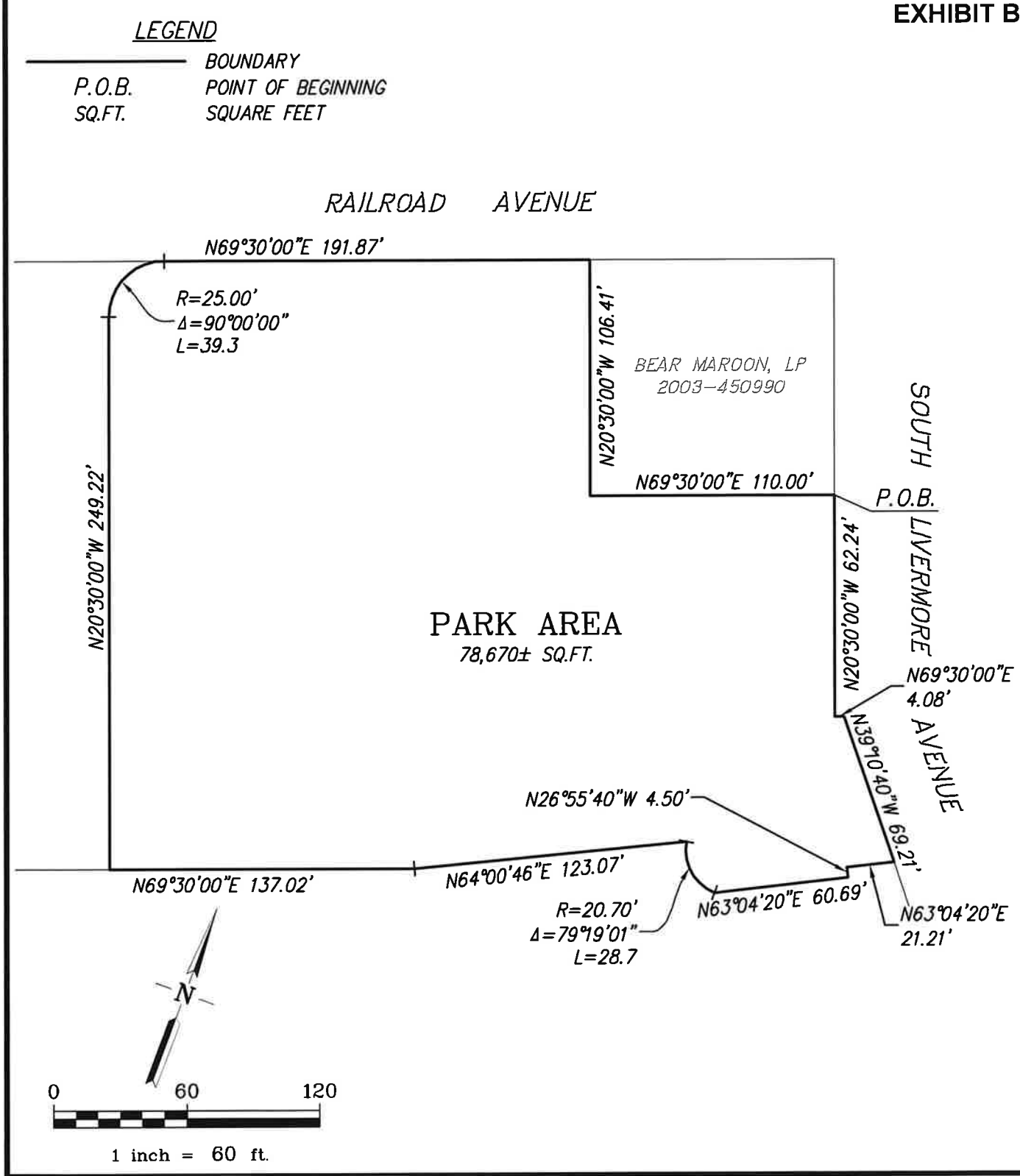


EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PARK AREA

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 60'	MAY-5-2022	SHEET 6 OF 10

G:\JOB2021\211010-015\SURVEY\CAD FILES\PLATS\PARK AREA.DWG 5/5/2022 11:54:17 AM JESSE MA

EXHIBIT "D"

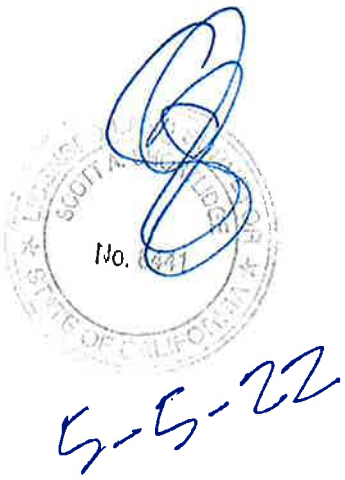
LEGAL DESCRIPTION CULTURAL FACILITY USE AREA

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 2 OF TRACT 8574, RECORDED December 23,2020, IN BOOK 365 OF MAPS AT PAGES 15-19, AND ALL OF PARCEL A, AND A PORTION OF PARCEL B OF PARCEL MAP 11239 RECORDED _____, IN BOOK ____ OF MAPS AT PAGES _____ALAMEDA COUNTY RECORDS AS SHOWN ON ATTACHED PLAT, EXHIBIT D.

CONTAINING 31,146± SQUARE FEET OF LAND MORE OR LESS

APN's: 098-0289-23, 098-0289-24, & 098-0289-25 (PORTION)



LEGEND

———	BOUNDARY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SQ.FT.	SQUARE FEET

GENERAL NOTE:

1. THE BUILDABLE FOOTPRINT WITHIN THE CULTURAL FACILITY AREA SHALL NOT EXCEED 20,100 SQUARE FEET.

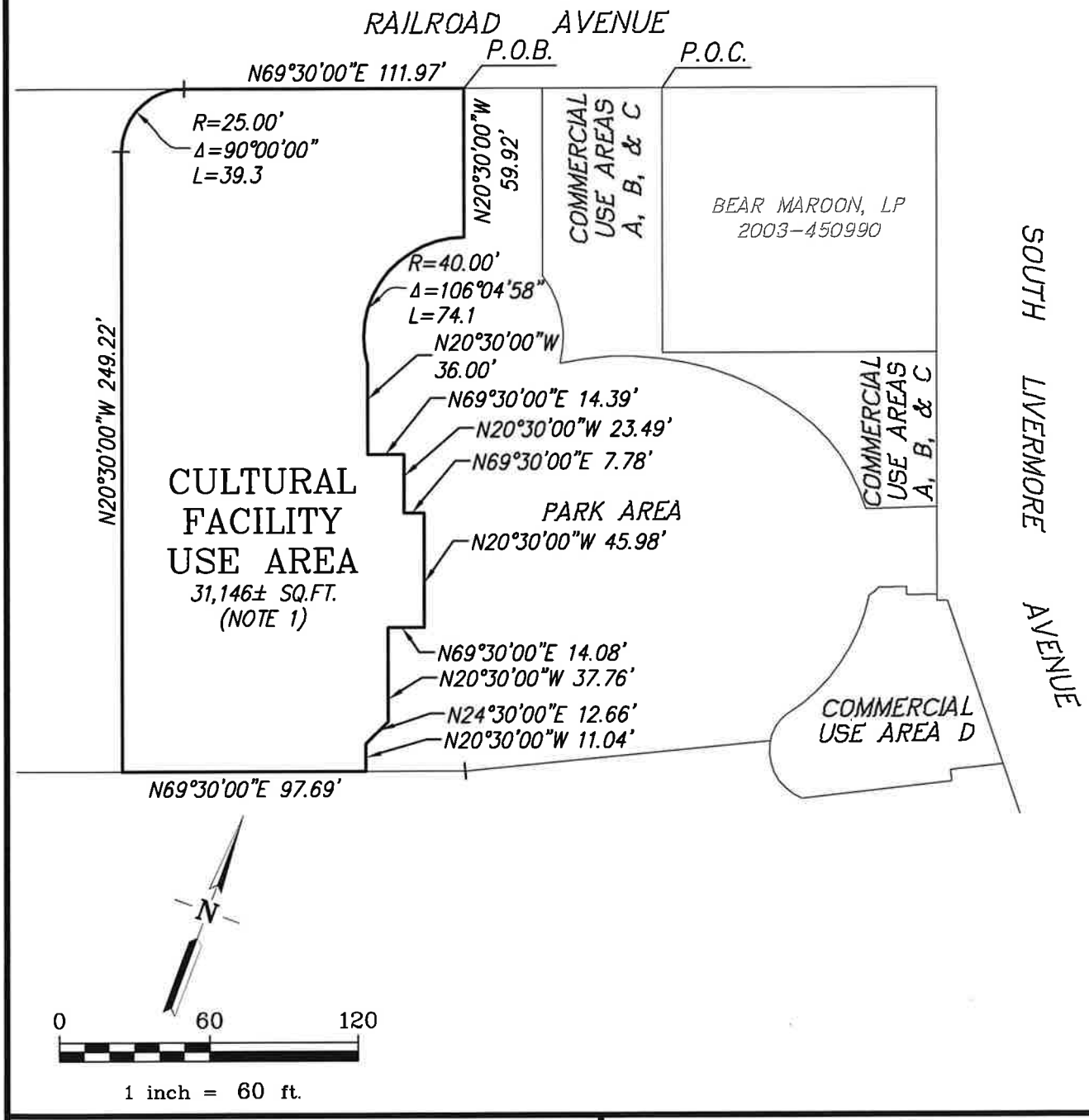


EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

CULTURAL FACILITY USE AREA

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 60'	MAY 5, 2022	SHEET 8 OF 10

G:\JOB2021\211010-015\SURVEY\CAD FILES\PLATS\CULTURAL FACILITY USE AREA.DWG 5/5/2022 11:54:23 AM JESSE MA

EXHIBIT "D"

LEGAL DESCRIPTION COMMERCIAL USE AREA

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 5, OF TRACT 8574, RECORDED December 23,2020, IN BOOK 365 OF MAPS AT PAGES 15-19, AND ALL OF PARCEL C OF PARCEL MAP 11239 RECORDED _____, IN BOOK ____ OF MAPS AT PAGES _____ALAMEDA COUNTY RECORDS.

CONTAINING 13,423± SQUARE FEET OF LAND MORE OR LESS

APN's: 098-0289-26 & 098-0289-27

5-5-22

LEGEND

———	BOUNDARY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SQ.FT.	SQUARE FEET

GENERAL NOTES:

1. THE BUILDABLE FOOTPRINT WITHIN THE COMMERCIAL USE AREAS A, B & C SHALL NOT EXCEED 5,700 SQUARE FEET.
2. THE BUILDABLE FOOTPRINT WITHIN THE COMMERCIAL USE AREA D SHALL NOT EXCEED 2,900 SQUARE FEET.

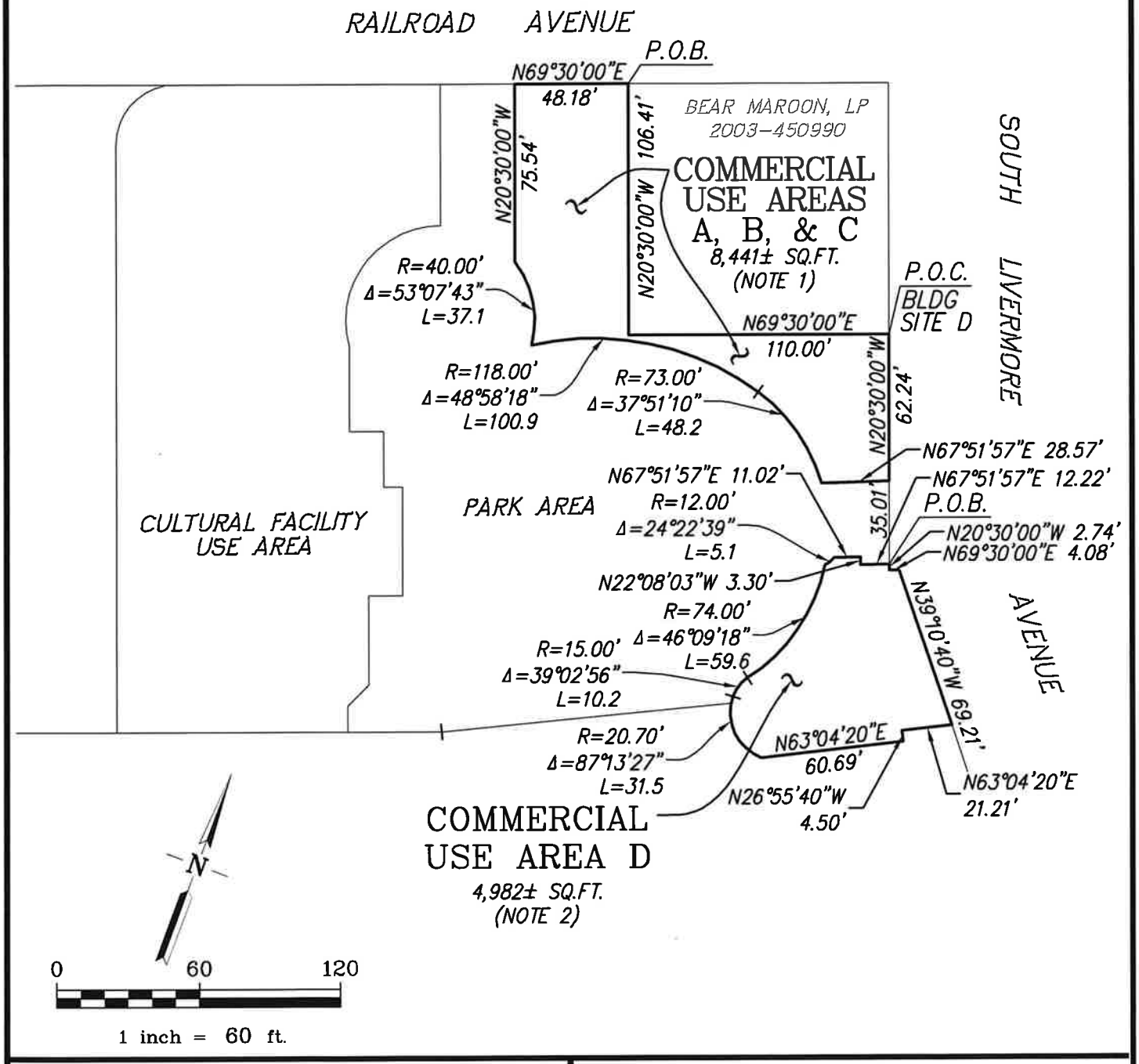


EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

COMMERCIAL USE AREAS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 60'	MAY 5, 2022	SHEET 10 OF 10

G:\JOB2021\211010-015\SURVEY\CAD FILES\PLATS\COMMERCIAL USE AREAS.DWG 5/5/2022 11:59:51 AM JESSE MA

THIRD AMENDMENT TO AGREEMENT FOR THE DEVELOPMENT OF THE RODEO GROUNDS AND SUNKEN GARDEN AREA AS A CIVIC CENTER AND PARKS AND RECREATION AREA

THIS THIRD AMENDMENT, made and entered into this _____day of_____, 2022, by and between the City of Livermore, a municipal corporation (hereinafter referred to as "City"), and the Livermore Stockmen's Rodeo Association, a California Corporation, (hereinafter referred to as "Association").

RECITALS

On January 8, 1962, in exchange for due consideration, the City and Association entered into an agreement ("Original Agreement") to, among other things, transfer 33 acres of real property ("Civic Center Property") from the Association to the City to be developed as a civic center and a park and recreation facility.

The Association transferred the property to the City with the expectation that a portion of the Civic Center Property would be used as a memorial to the residents of Murray and Pleasanton Townships who served in the armed forces of the United States. As of January 2018, the City had not developed a park or the memorial on the Civic Center Property.

On January 30, 2018, the City and Association entered into a first amendment to the Original Agreement ("First Amendment"). The purpose of the First Amendment was:

A. To allow:

   1. A portion of the Civic Center Property to be used for affordable housing purposes for seniors with a preference for veterans, in addition to public purposes;

   2. The City, either itself or through a partnership or support of a third-party non-profit agency, and/or others, to develop affordable housing for seniors with a preference for veterans in that portion of the Civic Center Property;

   3. The City to dispose of portions of the Civic Center Property to third-party non-profit agencies for the development of affordable housing for seniors with a preference for veterans and not for private gain; and,

B. To require:

   1. The City to grant a park easement to the Association in the downtown area for Stockmen's Park and a Memorial subject to the terms and conditions set forth in the First Amendment and the boundaries of the easement set forth in Exhibit D to the First Amendment;

2. Certain portions of the Park Easement to be designated as a "Cultural Facility Area" for the development of cultural facilities such as a black box theater, a science and society center, and open space support, and other portions to be designated as "Commercial Use Areas" for the development of commercial uses, which uses were to integrate with the park in an appealing manner but not overshadow the park and the memorial;

3. The City, at its own expense, to design and construct the park and memorial;

4. The City to obtain the Association's written approval that the design and amenities for park and memorial are acceptable to the Association;

5. The City to allow the Association the opportunity to comment and provide input on the cultural facilities and commercial uses to be constructed in the "Cultural Facility Area" and the "Commercial Use Areas" in the Park Easement. The purpose of the opportunity to comment and provide input was to ensure the cultural facility and commercial uses do not overshadow the park and memorial and integrate with the Park Area in an appealing manner.

On April 18, 2018, the City recorded the grant of a park easement (County Recorders' No. 2018076967) to the Association, subject to the terms and conditions in the First Amendment.

On September 27, 2019, the City and Association entered into a second amendment to the Original Agreement ("Second Amendment"). The purpose of the Second Amendment was to adjust the edges of the Cultural Facility Use Area and the Commercial Use Areas in the park easement. In exchange for the adjustments, the City was required to obtain Association approval for the design and location of the cultural facility use and the commercial uses to ensure that said uses do not overshadow the Park and the Memorial and integrate with the Park Area in an appealing manner. The parties agreed to a revised Exhibit D which identified an adjusted Cultural Facility Use Area and Commercial Use Areas within the park easement.

The City desires to further adjust the edges of the Cultural Facility Use Area, the Commercial Use Areas, and the Park Area in the park easement.

City and Association desire to enter into the Third Amendment to the Original Agreement.

AGREEMENT

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

1. City and Association agree that all obligations under the Original Agreement, except for the City's development of a park and the Memorial on Area A. .

2. Section 16 and Exhibit D were added to the Original Agreement by the First

Amendment to identify the park easement granted by the City to the Association, and to identify the Cultural Facility Use Area and the Commercial Use Areas within that park easement. The Second Amendment to the Original Agreement adjusted the edges of the Cultural Facility Use Area and the Commercial Use Areas within the Park Easement, as set forth in the Exhibit D to the Second Amendment. The Exhibit D attached to this Third Amendment and dated _____ hereby replaces and supersedes for all purposes the Exhibit D identified in the First and Second Amendments to the Original Agreement. The Exhibit D attached to this Third Amendment identifies an amended park easement granted by the City to the Association, and identifies the adjusted Cultural Facility Use Area, the Commercial Use Areas, and the Park Area within the park easement. Upon approval of this Third Amendment, the parties agree to record an Amendment to the Grant of Easement as set forth Exhibit D.

3. The revisions in this Third Amendment are prospective and only apply after the execution of this Third Amendment. Unless otherwise stated herein, this Third Amendment does not and shall not relieve the parties of the terms and conditions of the Original Agreement as amended by the First and Second Amendments and in effect prior to this Third Amendment.

4. If there are any conflicts between the provisions in this Third Amendment and the provisions in the Original Agreement as amended by the First and Second Amendments, then the provisions of this Third Amendment shall control.

5. Except as revised above, the Original Agreement as amended by the First and Second Amendments shall remain in full force and effect.

****

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 caused this Third Amendment to be executed on the date first written above.

LIVERMORE STOCKMEN'S
RODEO ASSOCIATION:

_____

By: David Finster

Title: President

CITY OF LIVERMORE

_____

Marc Roberts
City Manager

APPROVED AS TO FORM:

_____

Kimberly Cilley
Senior Assistant City Attorney

Attachment:

Exhibit D — Amendment to Grant of Easement

RECORDING REQUESTED BY:
and

EXHIBIT D

WHEN RECORDED MAIL TO:
City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $
SURVEY MONUMENT FEE $
Computed on the consideration or value or property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining a t time of sale.

APN #'s 098-0289-23, 098-0289-24, 098-0289-25
098-0289-26, 098-0289-27

No Fee Recording Government Code 6103, 27383, & 27388.1
The undersigned Grantor declares: No Tax Due – R&T 11911 Consideration less than $100

AMENDMENT TO GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Livermore, a municipal corporation ("City" or "Grantor"), owner of the property being all of the lots shown on Tract Map 8574 and on Parcel Map 11239 and the Livermore Stockmen's Association ("Grantee"), owner of the Park Easement described in the Grant of Easement recorded on April 18, 2018 under document number 2018076967 Official Records of Alameda County hereby amends said Park Easement to revise the boundaries of the Cultural Facilities Use Area, Commercial Areas, and the Park Area within the Park Easement as described in Exhibit "D" and subject to the terms and conditions set forth in that specific agreement titled *First Amendment to Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area,* dated January 30, 2018, the *Second Amendment to Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area.* dated September 27, 2019, and *Third Amendment to Agreement for the Development of the Rodeo Grounds and Sunken Garden Area as a Civic Center and Parks and Recreation Area.* dated May__, 2022 and on file with the City Clerk for the City of Livermore ("Agreement"). The rights, duties, and obligations of the City and the Livermore Stockmen's Rodeo Association concerning the use of the Park Area, Cultural Facility Use Area, and the Commercial Use Areas of this Amended Park Easement are set forth in that Agreement.

This Amended Park Easement may be used by the City for parking prior to the construction of the park facilities, cultural facilities, and commercial uses in those areas designated as the Park Area, Cultural Facility Use Area, and Commercial Use Areas, respectively. The Cultural Facility Use Area and the Commercial Use Areas A, B, C and D may be used by the City as a park if the respective locations are no longer needed for parking, prior to the construction of a cultural facility or commercial facilities in those respective areas. The City may use any and all portions of the Amended Park Easement for public infrastructure that does not interfere with other uses allowed in the easement area.

**FOR DESCRIPTION SEE THE ATTACHED EXHIBIT "D"
ATTACHED HERETO AND MADE A PART HEREOF**

[*Signature appears on following page*]

EXHIBIT D

Grantor Signature:

CITY OF LIVERMORE
A municipal corporation of the State of California

DATED: _____

_____
Marc Roberts, City Manager

Grantee Signature:

LIVERMORE STOCKMEN'S RODEO ASSOCIATION:

DATED: _____

_____
David Finster, President

APPROVED AS TO FORM:

_____
Kimberly Cilley
Sr. Asst. City Attorney

EXHIBIT D

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT D

ACKNOWLEDGMENT

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State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT "D"

LEGAL DESCRIPTION AMENDED PARK EASEMENT

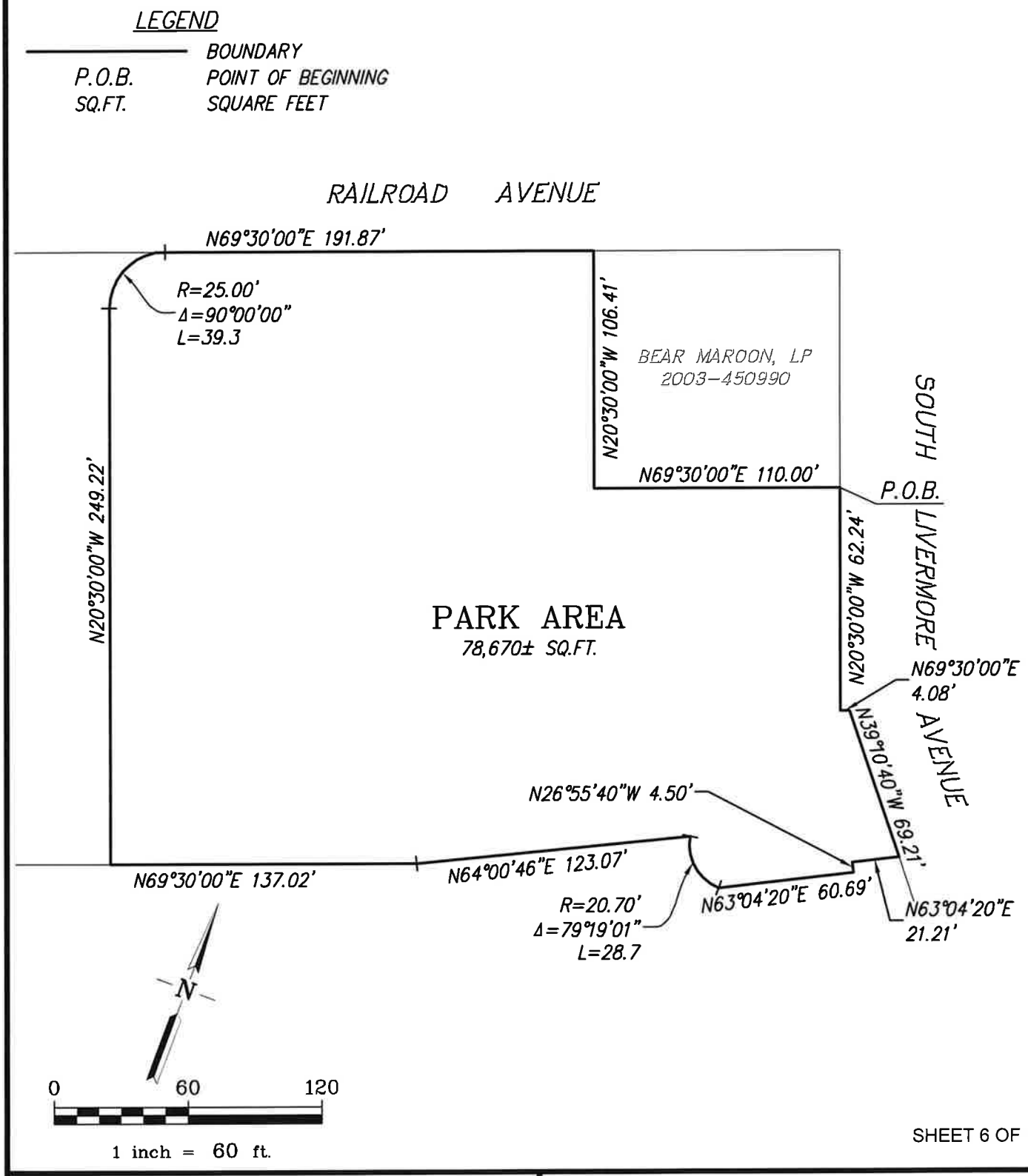
REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 2 AND PARCEL 5, OF TRACT 8574, RECORDED DECEMBER 23,2020, IN BOOK 365 OF MAPS AT PAGES 15-19, AND ALL OF PARCEL'S A, B, & C OF PARCEL MAP 11239 RECORDED _____, IN BOOK ____ OF MAPS AT PAGES _____ ALAMEDA COUNTY RECORDS.

CONTAINING 78,671± SQUARE FEET OF LAND MORE OR LESS

APN's: 098-0289-23, 098-0289-24, 098-0289-25, 098-0289-26, 098-0289-27





SHEET 6 OF 10

EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PARK AREA

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 60'	MAY-5-2022	SHEET 10 OF 14

G:\JOB2021\211010-015\SURVEY\CAD FILES\PLATS\PARK AREA.DWG 5/5/2022 11:54:17 AM JESSE MA

EXHIBIT "D"

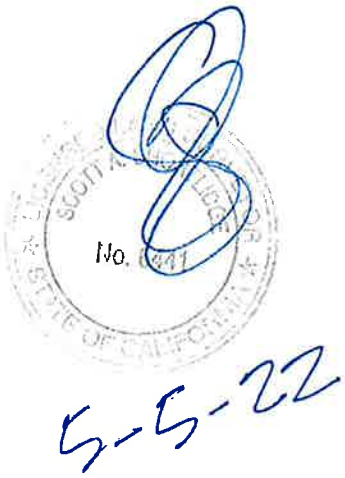
LEGAL DESCRIPTION CULTURAL FACILITY USE AREA

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 2 OF TRACT 8574, RECORDED December 23,2020, IN BOOK 365 OF MAPS AT PAGES 15-19, AND ALL OF PARCEL A, AND A PORTION OF PARCEL B OF PARCEL MAP 11239 RECORDED _____, IN BOOK ____ OF MAPS AT PAGES _____ALAMEDA COUNTY RECORDS AS SHOWN ON ATTACHED PLAT, EXHIBIT D.

CONTAINING 31,146± SQUARE FEET OF LAND MORE OR LESS

APN's: 098-0289-23, 098-0289-24, & 098-0289-25 (PORTION)



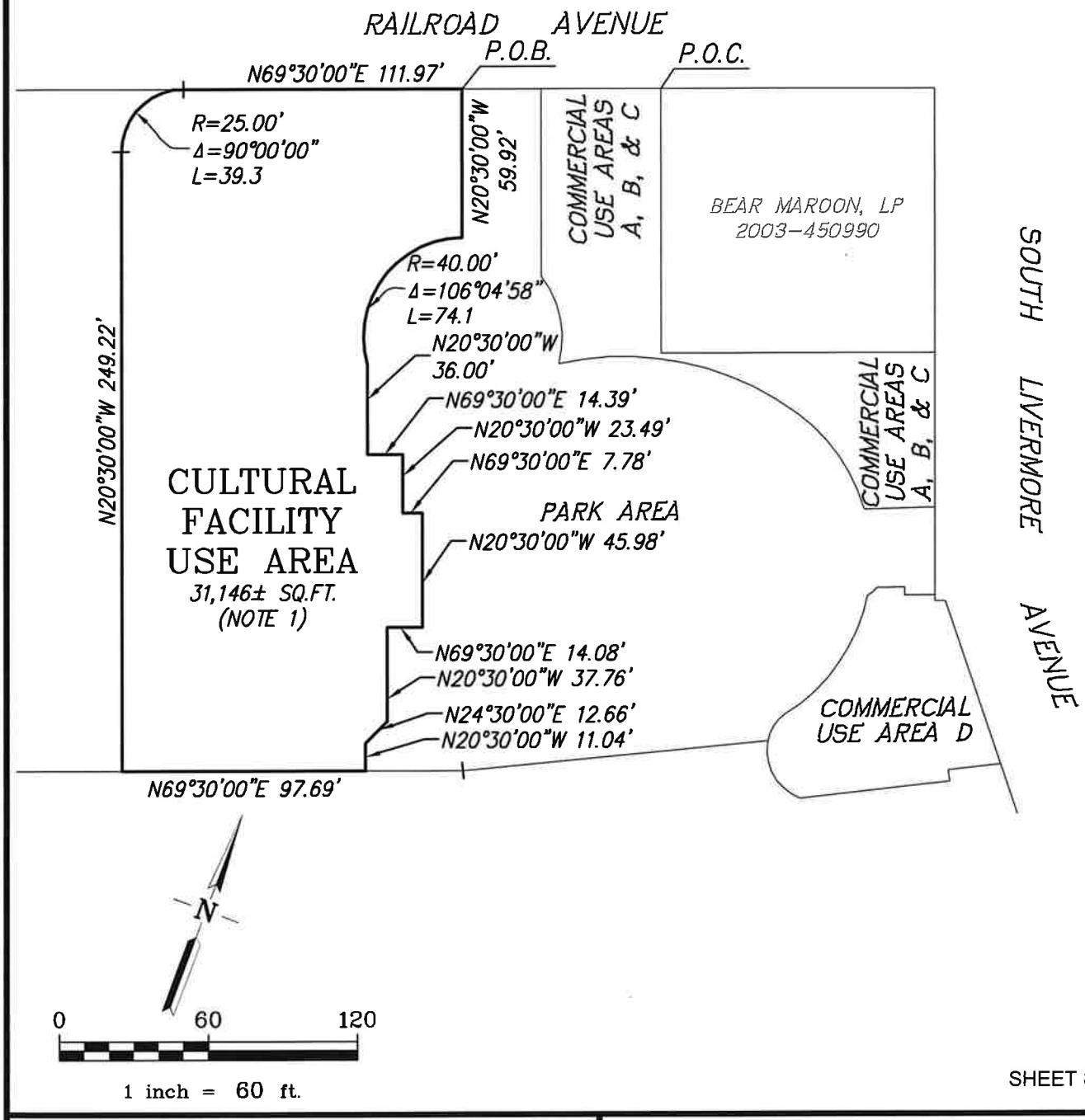
5-5-22

LEGEND

———	BOUNDARY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SQ.FT.	SQUARE FEET

GENERAL NOTE:

1. THE BUILDABLE FOOTPRINT WITHIN THE CULTURAL FACILITY AREA SHALL NOT EXCEED 20,100 SQUARE FEET.



SHEET 8 OF 10

EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

CULTURAL FACILITY USE AREA

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 60'	MAY 5, 2022	SHEET 12 OF 14

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EXHIBIT "D"

LEGAL DESCRIPTION COMMERCIAL USE AREA

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 5, OF TRACT 8574, RECORDED December 23,2020, IN BOOK 365 OF MAPS AT PAGES 15-19, AND ALL OF PARCEL C OF PARCEL MAP 11239 RECORDED _____, IN BOOK ____ OF MAPS AT PAGES _____ALAMEDA COUNTY RECORDS.

CONTAINING 13,423± SQUARE FEET OF LAND MORE OR LESS

APN's: 098-0289-26 & 098-0289-27

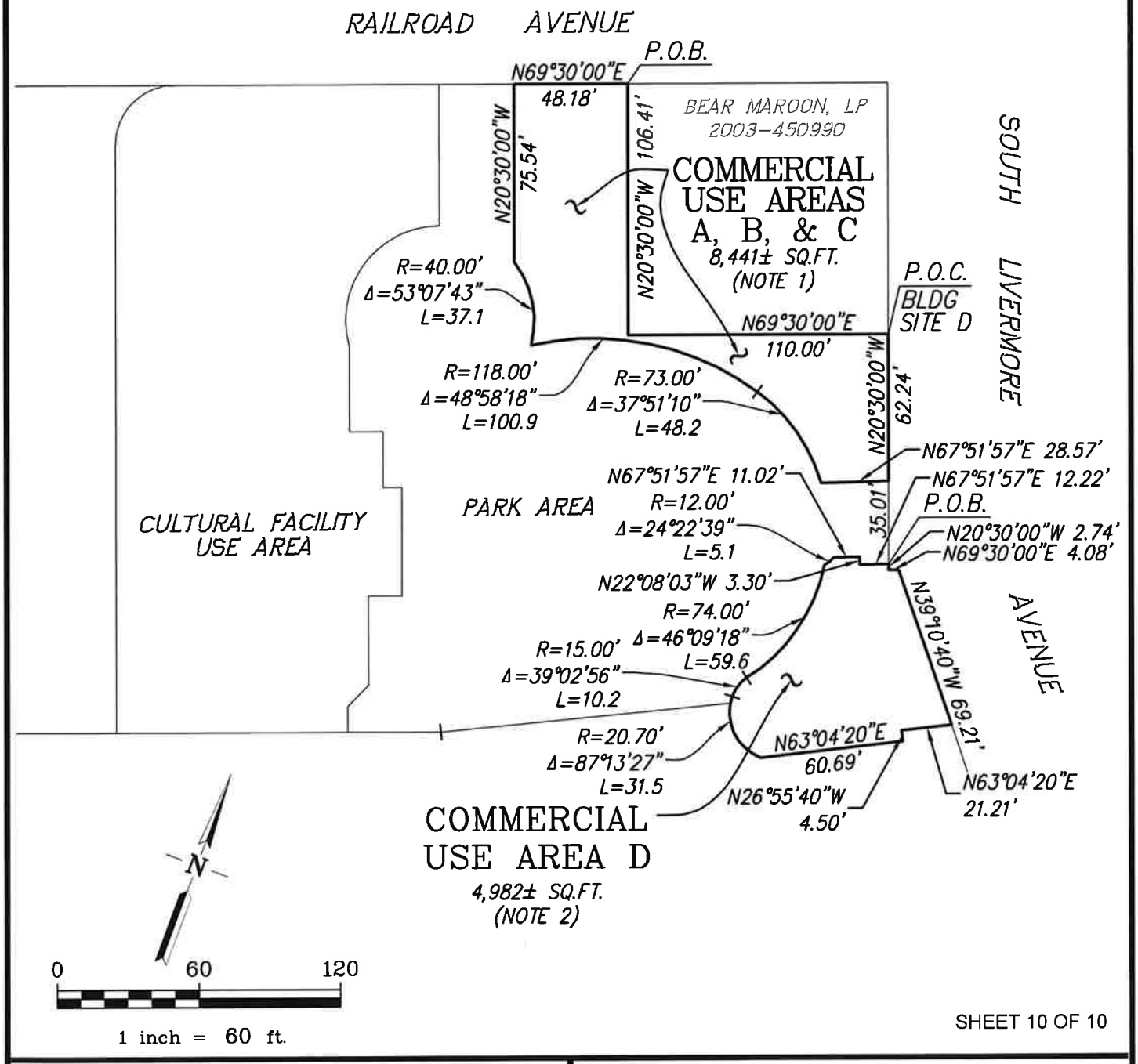


LEGEND

———	BOUNDARY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SQ.FT.	SQUARE FEET

GENERAL NOTES:

1. THE BUILDABLE FOOTPRINT WITHIN THE COMMERCIAL USE AREAS A, B & C SHALL NOT EXCEED 5,700 SQUARE FEET.
2. THE BUILDABLE FOOTPRINT WITHIN THE COMMERCIAL USE AREA D SHALL NOT EXCEED 2,900 SQUARE FEET.



SHEET 10 OF 10

EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

COMMERCIAL USE AREAS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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SCALE:	DATE:	JOB NO.:
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G:\JOB2021\211010-015\SURVEY\CAD FILES\PLATS\COMMERCIAL USE AREAS.DWG 5/5/2022 11:59:51 AM JESSE MA

EXHIBIT "D"

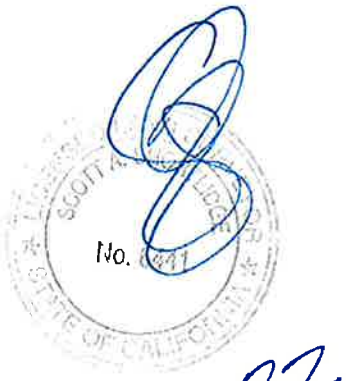
LEGAL DESCRIPTION CULTURAL FACILITY USE AREA

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 2 OF TRACT 8574, RECORDED December 23,2020, IN BOOK 365 OF MAPS AT PAGES 15-19, AND ALL OF PARCEL A, AND A PORTION OF PARCEL B OF PARCEL MAP 11239 RECORDED _____, IN BOOK ____ OF MAPS AT PAGES _____ALAMEDA COUNTY RECORDS AS SHOWN ON ATTACHED PLAT, EXHIBIT D.

CONTAINING 31,146± SQUARE FEET OF LAND MORE OR LESS

APN's: 098-0289-23, 098-0289-24, & 098-0289-25 (PORTION)



LEGEND

———	BOUNDARY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SQ.FT.	SQUARE FEET

GENERAL NOTE:

1. THE BUILDABLE FOOTPRINT WITHIN THE CULTURAL FACILITY AREA SHALL NOT EXCEED 20,100 SQUARE FEET.

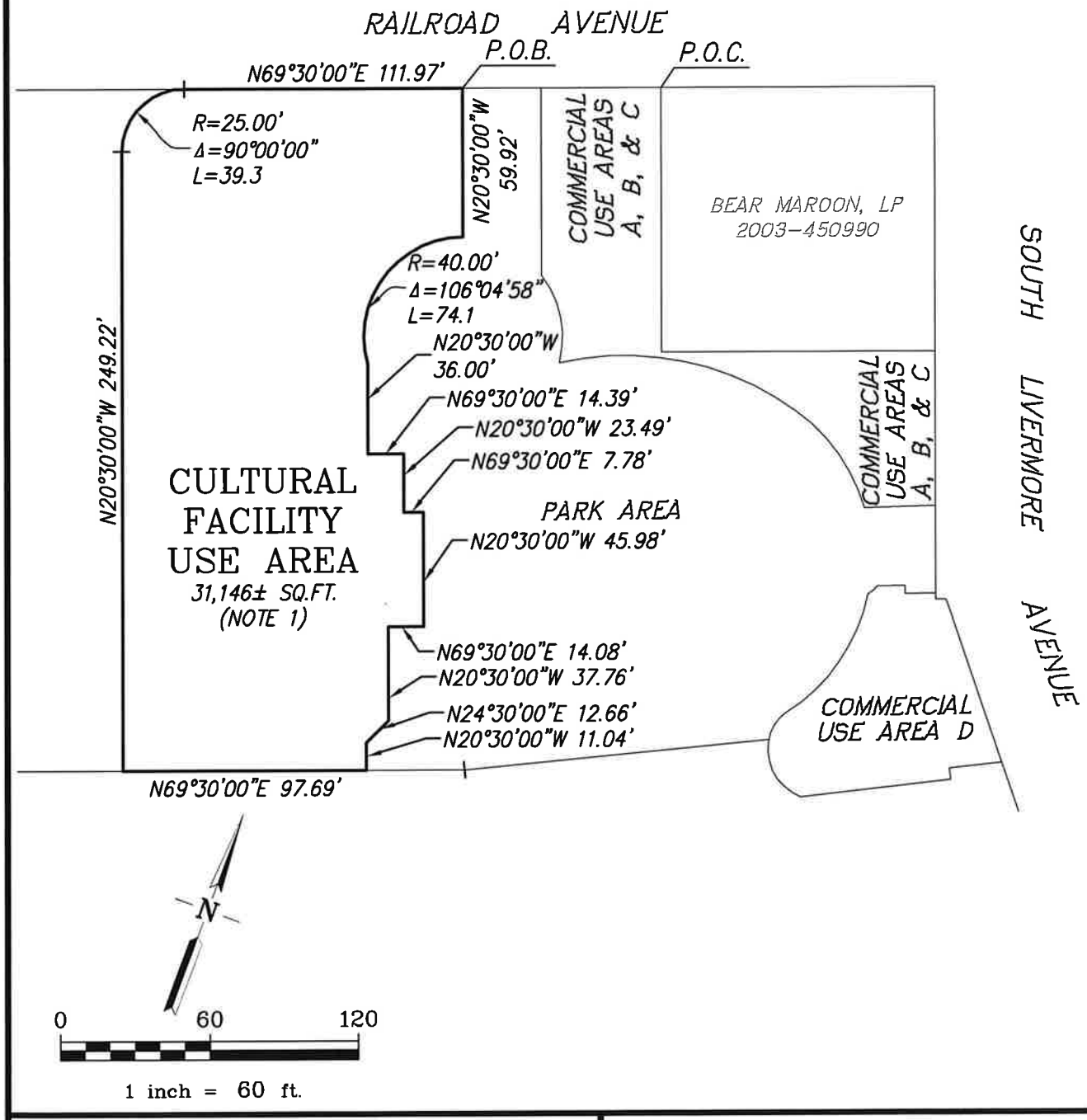


EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

CULTURAL FACILITY USE AREA

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 60'	MAY 5, 2022	SHEET 2 OF 2

G:\JOB2021\211010-015\SURVEY\CAD FILES\PLATS\CULTURAL FACILITY USE AREA.DWG 5/5/2022 11:54:23 AM JESSE MA

PARCEL MAP 11239

A SUBDIVISION OF PARCELS 3, 4, 8, AND 9 AS SHOWN ON THE MAP OF TRACT 8574, FILED IN BOOK 385 OF MAPS AT PAGE 15, RECORDS OF ALAMEDA COUNTY

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
MAY 2022

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT IT IS THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE PARCEL MAP BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED, "PARCEL MAP 11239, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT THE UNDERSIGNED HAS CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DOES CONSENT TO THE MAKING AND RECORDATION OF SAID MAP, AND THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND BY THEIR BOUNDARY COURSES AND EXTENT.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO ON, OVER AND UNDER THAT CERTAIN STRIP OF LAND SHOWN UPON SAID MAP AS PUBLIC UTILITY EASEMENT (PUE) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON SAID STRIP OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC UTILITIES, SIDEWALKS AND APPURTENANCES.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

OWNER: CITY OF LIVERMORE, A MUNICIPAL CORPORATION

BY: _____
MARC ROBERTS
CITY MANAGER, CITY OF LIVERMORE,
ALAMEDA COUNTY, CALIFORNIA

OWNER'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND,

SIGNATURE: _____

PRINT NAME: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF LIVERMORE IN MARCH 2022.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY) OR MASTERPLAN AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN IN ACCORDANCE WITH SATISFACTORY ASSURANCE GIVEN BY THE SUBDIVIDER ON OR BEFORE DECEMBER 31, 2022, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO RETRACED.

I FURTHER STATE THAT "PARCEL MAP 11239, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", IS A SUBDIVISION INTO PARCELS OF LAND CONTAINING 2.459 ACRES, MORE OR LESS.

LICENSED LAND SURVEYOR SCOTT A. SHORTLIDGE No. 6441 STATE OF CALIFORNIA

SCOTT A. SHORTLIDGE, L.S. 6441 DATE

CITY ENGINEER'S STATEMENT:

I, ROBERT GREGORY VINN, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 11239, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS APPEARED ON THE APPROVED TENTATIVE MAP (IF ANY) AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. THIS MAP WAS PROCESSED UNDER THE PARCEL MAP PROCEDURE.

REGISTERED PROFESSIONAL ENGINEER ROBERT G. VINN C 51222 CIVIL STATE OF CALIFORNIA

ROBERT GREGORY VINN, R.C.E. NO. 51222 DATE
CITY ENGINEER, CITY OF LIVERMORE,
ALAMEDA COUNTY, CALIFORNIA

I, DAVID W. ENKE, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 11239, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR DAVID W. ENKE No. 4071 STATE OF CALIFORNIA

DAVID W. ENKE, L.S. 4071 DATE

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:

PARCEL MAP 11239, CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66428(b).

PAUL SPENCE DATE
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

CITY CLERK'S STATEMENT:

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON THIS ___ DAY OF _____, 20__, BEFORE ME, MARIE WEBER, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED PAUL SPENCE, PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP.

I FURTHER CERTIFY THAT THE INTEREST IN ALL THOSE PARCELS OF LANDS, EASEMENTS, AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

I FURTHER CERTIFY, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 66445(J) OF THE SUBDIVISION MAP ACT, THE ABANDONMENT OF THE EASEMENTS LISTED ON SHEET 2 OF THIS MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ___ DAY OF _____, 20__

MARIE WEBER
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT:

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

☐ AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

☐ ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ___ DAY OF _____, A.D., 20__

ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20__, AT _____M., IN BOOK _____ OF MAPS AT PAGES _____ INCLUSIVE, RECORDER'S SERIES NO. _____ AT THE REQUEST OF THE CITY OF LIVERMORE.

FEE: $_____ PAID

MELISSA WILK
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

APN:
098-0289-024, 025, AND 027

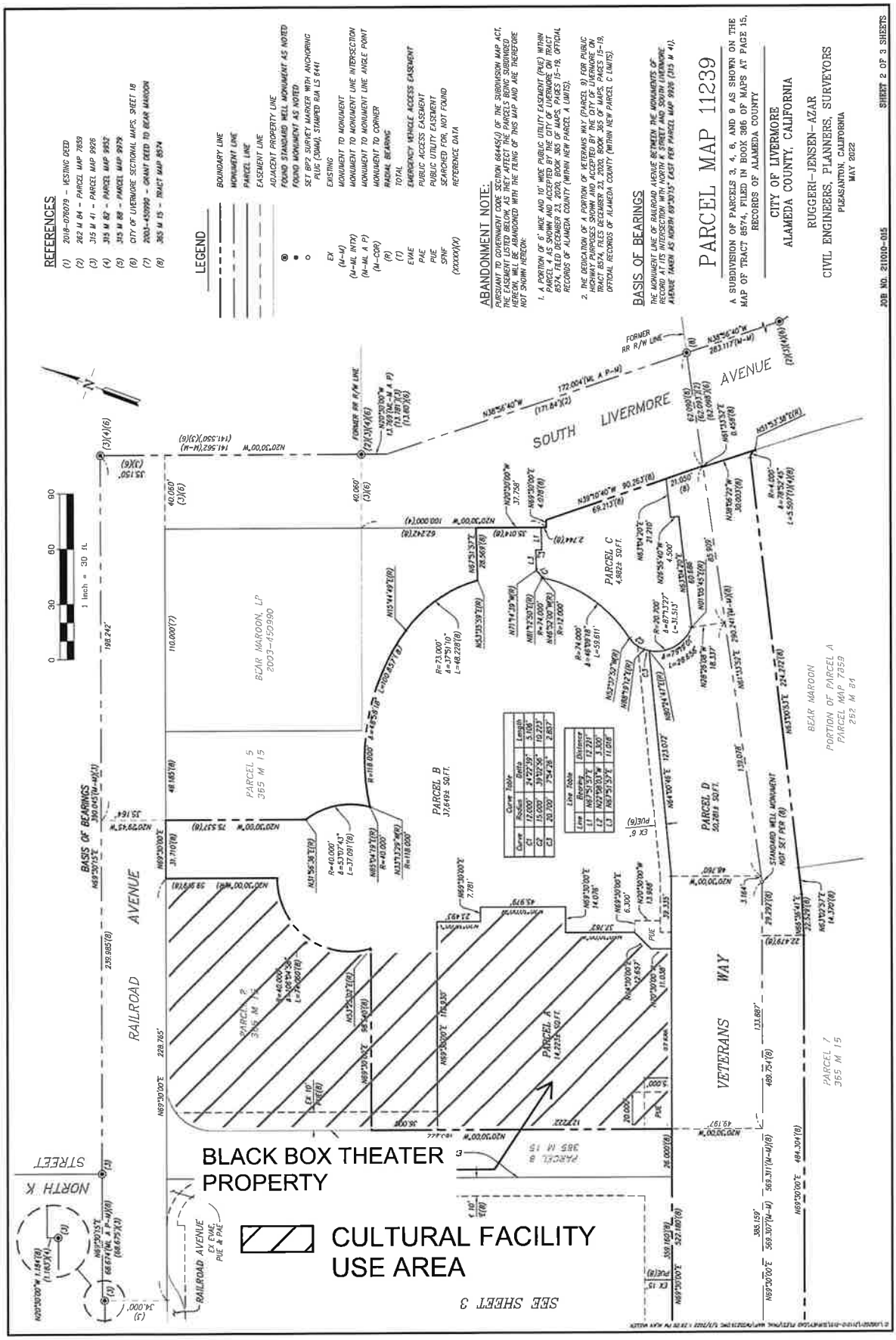
JOB NO. 211010-015

SHEET 1 OF 3 SHEETS

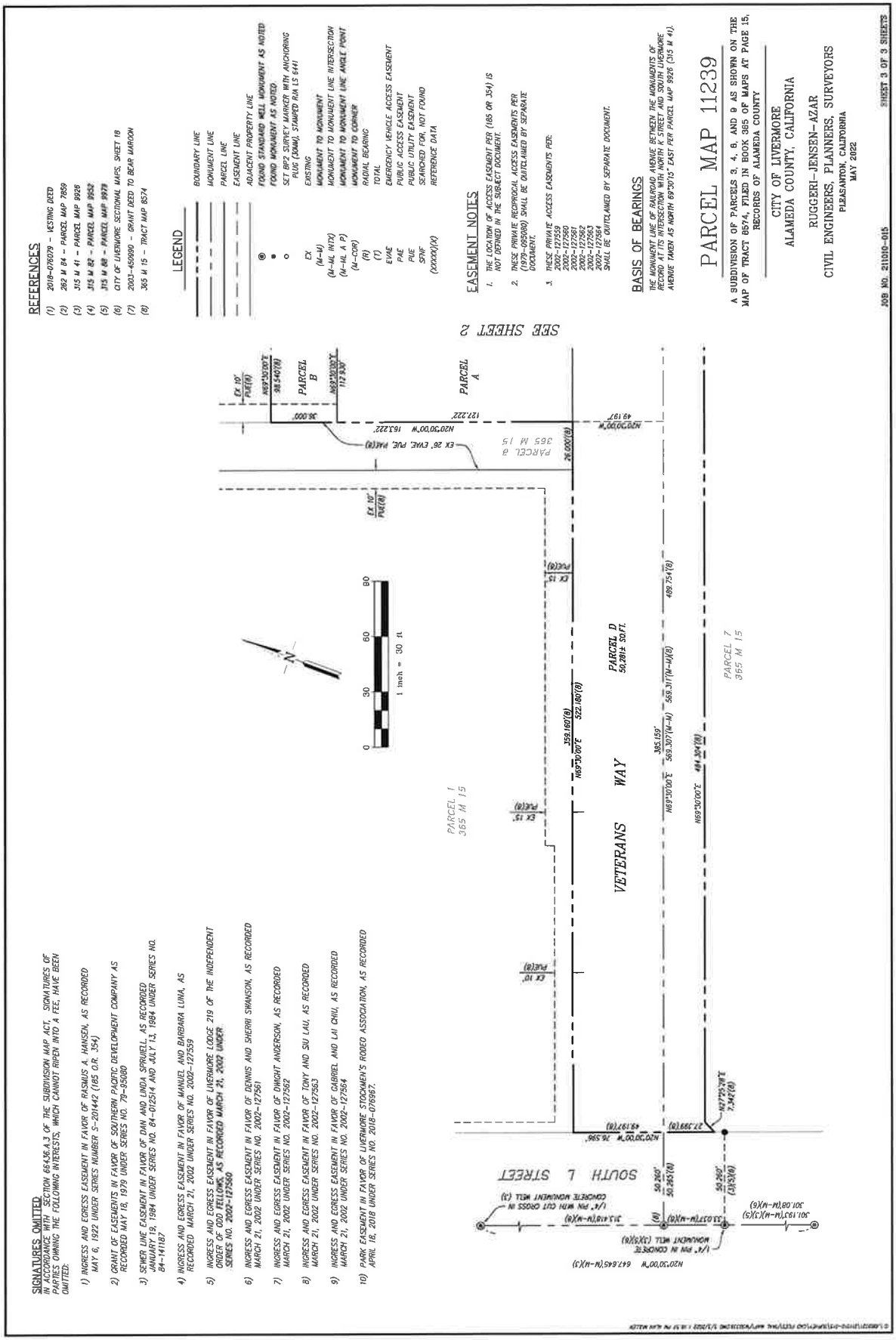
SHEET 1 OF 3

EXHIBIT A
EXHIBIT E

EXHIBIT E



SHEET 2 OF 3


REFERENCES
(1) 2018-076079 – VESTING DEED
(2) 282 M 84 – PARCEL MAP 7859
(3) 315 M 41 – PARCEL MAP 9926
(4) 319 M 82 – PARCEL MAP 9952
(5) 315 M 88 – PARCEL MAP 9979
(6) CITY OF LIVERMORE SECTIONAL MAPS, SHEET 18
(7) 2003-450990 – GRANT DEED TO BEAR MARION
(8) 365 M 15 – TRACT MAP 8574
LEGEND
BOUNDARY LINE
MONUMENT LINE
PARCEL LINE
EASEMENT LINE
ADJACENT PROPERTY LINE
FOUND STANDARD MELL MONUMENT AS NOTED
FOUND MONUMENT AS NOTED
SET BP2 SURVEY MARKER WITH ANCHORING PLUG (10MM), STAMPED RJA LS 6441
EXISTING
MONUMENT TO MONUMENT
MONUMENT TO MONUMENT LINE INTERSECTION
MONUMENT TO MONUMENT LINE ANGLE POINT
MONUMENT TO CORNER
RADIAL BEARING
TOTAL
EMERGENCY VEHICLE ACCESS EASEMENT
PUBLIC ACCESS EASEMENT
PUBLIC UTILITY EASEMENT
SEARCHED FOR, NOT FOUND
REFERENCE DATA
EASEMENT NOTES
1. THE LOCATION OF ACCESS EASEMENT PER (185 OR 354) IS NOT DEFINED IN THE SUBJECT DOCUMENT.
2. THESE PRIVATE RECIPROCAL ACCESS EASEMENTS PER (1979-095080) SHALL BE QUITCLAIMED BY SEPARATE DOCUMENT.
3. THESE PRIVATE ACCESS EASEMENTS PER: 2002-127559 2002-127560 2002-127561 2002-127562 2002-127563 2002-127564 SHALL BE QUITCLAIMED BY SEPARATE DOCUMENT.
BASIS OF BEARINGS
THE MONUMENT LINE OF RAILROAD AVENUE BETWEEN THE MONUMENTS OF RECORD AT ITS INTERSECTION WITH NORTH K STREET AND SOUTH LIVERMORE AVENUE TAKEN AS NORTH 69°30'15" EAST PER PARCEL MAP 9926 (315 M 41).
PARCEL MAP 11239
A SUBDIVISION OF PARCELS 3, 4, 8, AND 9 AS SHOWN ON THE MAP OF TRACT 8574, FILED IN BOOK 365 OF MAPS AT PAGE 15, RECORDS OF ALAMEDA COUNTY
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
MAY 2022
JOB NO. 211010-015
SHEET 3 OF 3 SHEETS
SIGNATURES OMITTED
IN ACCORDANCE WITH SECTION 66436.3 OF THE SUBDIVISION MAP ACT, SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:
1) INGRESS AND EGRESS EASEMENT IN FAVOR OF RASMUS A. HANSEN, AS RECORDED MAY 6, 1922 UNDER SERIES NUMBER S-201442 (185 O.R. 354)
2) GRANT OF EASEMENTS IN FAVOR OF SOUTHERN PACIFIC DEVELOPMENT COMPANY AS RECORDED MAY 18, 1979 UNDER SERIES NO. 79-95080
3) SEWER LINE EASEMENT IN FAVOR OF DAN AND LINDA SPRUELL, AS RECORDED JANUARY 19, 1984 UNDER SERIES NO. 84-012514 AND JULY 13, 1984 UNDER SERIES NO. 84-141187
4) INGRESS AND EGRESS EASEMENT IN FAVOR OF MANUEL AND BARBARA LUNA, AS RECORDED MARCH 21, 2002 UNDER SERIES NO. 2002-127559
5) INGRESS AND EGRESS EASEMENT IN FAVOR OF LIVERMORE LODGE 219 OF THE INDEPENDENT ORDER OF ODD FELLOWS, AS RECORDED MARCH 21, 2002 UNDER SERIES NO. 2002-127560
6) INGRESS AND EGRESS EASEMENT IN FAVOR OF DENNIS AND SHERRI SWANSON, AS RECORDED MARCH 21, 2002 UNDER SERIES NO. 2002-127561
7) INGRESS AND EGRESS EASEMENT IN FAVOR OF DWIGHT ANDERSON, AS RECORDED MARCH 21, 2002 UNDER SERIES NO. 2002-127562
8) INGRESS AND EGRESS EASEMENT IN FAVOR OF TONY AND SIU LAU, AS RECORDED MARCH 21, 2002 UNDER SERIES NO. 2002-127563
9) INGRESS AND EGRESS EASEMENT IN FAVOR OF GABRIEL AND LAI CHIU, AS RECORDED MARCH 21, 2002 UNDER SERIES NO. 2002-127564
10) PARK EASEMENT IN FAVOR OF LIVERMORE STOCKMEN'S RODEO ASSOCIATION, AS RECORDED APRIL 18, 2018 UNDER SERIES NO. 2018-076967.
SEE SHEET 2
PARCEL A
PARCEL B
PARCEL D
50,281± SQ.FT.
VETERANS WAY
SOUTH L STREET
PARCEL 1
365 M 15
PARCEL 7
365 M 15
PARCEL B
365 M 15
EX. 26' EVAE, PUE
EX. 10' PUE(8)
EX. 15' PUE(8)
EX. 10' PUE(8)
N69°30'00"E 522.180'(8)
N69°30'00"E 358.180'(8)
N69°30'00"E 164.304'(8)
N69°30'00"E 365.159'
N69°30'00"E 569.307'(M-M)
N69°30'00"E 569.317'(M-M)(6)
N69°30'00"E 489.754'(8)
N20°30'00"W 647.645'(M-M)(3)
N20°30'00"W 26.596'
N20°30'00"W 49.197'(8)
N20°30'00"W 49.197'
N20°30'00"W 121.222'
N20°30'00"W 163.222'
N69°30'00"E 112.300'
N69°30'00"E 385.540'(8)
N27°29'30"E 7.347'(8)
37.399'(8)
26.000'(8)
26.000'
1 inch = 30 ft
0
30
60
80
1/4" PIN WITH CUT CROSS IN CONCRETE MONUMENT WELL (3)
1/4" PIN IN CONCRETE MONUMENT WELL (3)(5)(8)
31.413'(M-M)(8)
33.057'(M-M)(8)
30.193'(M-M)(3)(5)
30.08'(M-M)(6)
50.265'(8)
50.265'
50.265'(8)

SHEET 3 OF 3

RECORDING REQUESTED BY:
Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $ Government Agency
DOCUMENTARY TRANSFER TAX $ Acquiring Title
SURVEY MONUMENT FEE $ Tax Code §§ 11922
Computed on the consideration or value or property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN 098-0289-24

Exempt from filing fees per Government Code Section §§ 27383 & 6103

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Livermore, a Municipal Corporation ("Grantor")

hereby Grant(s) in fee to
Shakespeare's Associates, Inc., a 501(c)(3) organization ("Grantee")

the real property in the City of Livermore
County of Alameda, State of California, as described in Exhibit A

FOR LEGAL DESCRIPTION
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

City of Livermore, a municipal corporation

Signature:

Name: Title:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT "A"

LEGAL DESCRIPTION BLACK BOX THEATER PARCEL

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

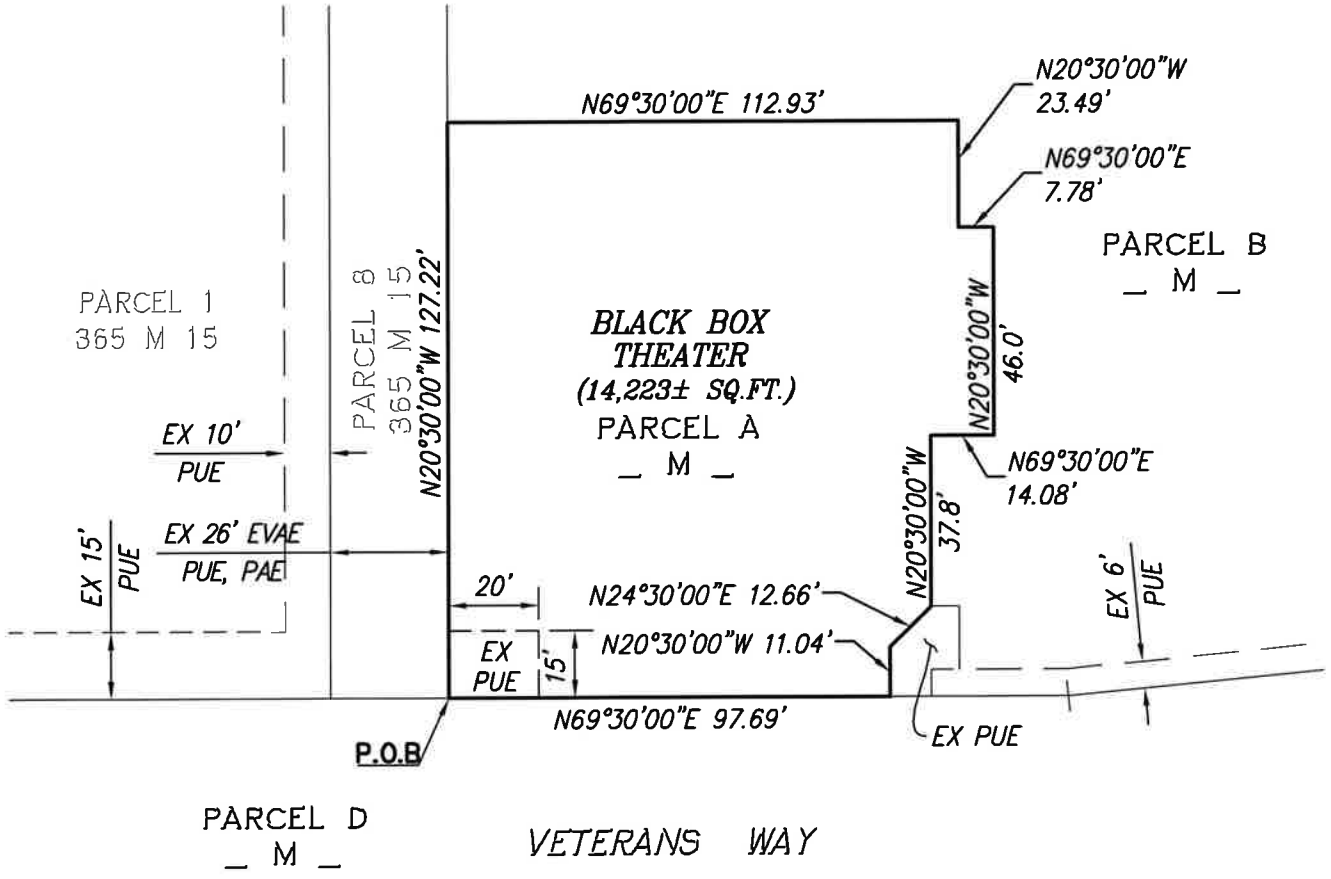
BEING ALL OF PARCEL A, OF PARCEL MAP 11239, RECORDED _____, IN BOOK _____ OF MAPS AT PAGES _____ ALAMEDA COUNTY RECORDS.

CONTAINING 14,223± SQUARE FEET OF LAND MORE OR LESS

APN: 098-0289-24

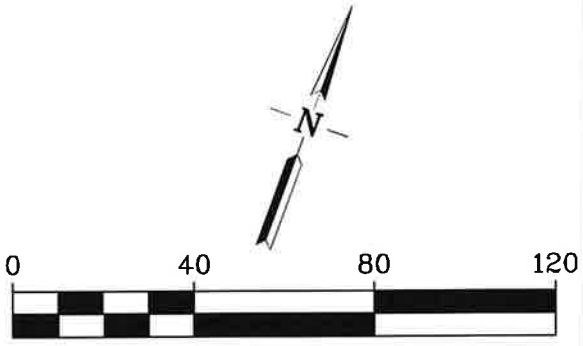


5-6-22



LEGEND

P.O.B.	POINT OF BEGINNING
SQ.FT	SQUARE FEET



1 inch = 40 ft.

EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION BLACK BOX THEATER

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	5/5/2022	

SHEET 4 OF 4

G:\JOB2015\151084 T67 DOWNTOWN PM\MAPPING\PLATS\BLACK BOX THEATER DA EXHIBIT A.DWG

TEMPORARY PARKING LEASE AGREEMENT
(Black Box Theater Parcel)

THIS LEASE AGREEMENT ("Lease") dated as of this _____ day of _____, 2022, is made and entered into by and between Shakespeare's Associates, Inc., a 501(c)(3) organization ("Lessor") and the City of Livermore, a municipal corporation ("City" or "Lessee").

RECITALS

A. Lessor desires to construct a two-story approximately 17,000 square foot Black Box Theater with flexible performance space with the ability to accommodate between 100-200 seats and accessory spaces to support arts and cultural uses on a City owned parcel within the Cultural Facility Use Area on the final map for the Cultural Facility Use and Park Areas (APN: 098-0289-24) located on Veterans Way in downtown Livermore (hereinafter "Black Box Theater Parcel").

B. On_____, the City and Lessor entered into a Disposition and Development Agreement (the "DDA") wherein the City agreed to sell the Black Box Theater Parcel to Lessor for $10,000. Prior to the close of escrow, the City was using a portion of the Black Box Theater Parcel as a temporary, gravel surface public parking lot. Upon sale of the Black Box Theater Parcel to Lessor, Lessor has agreed to lease a portion the Black Box theater Parcel to City at no cost for use as a temporary, gravel surface public parking lot until the commencement of construction on the Black Box Theater Parcel.

C. Prior to commencement of construction of the Black Box Theater, City desires to lease from Lessor and Lessor desires to lease a portion of the Black Box Theater Parcel (hereinafter "Leased Premises") as more particularly shown on Exhibit A attached hereto and incorporated herein. The Leased Premises is approximately 12,200 square feet of a gravel surface public parking lot.

D. The Lessor desires to lease the Leased Premises to City and City desires to lease from Lessor the Leased Premises on the terms and conditions contained in this Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Leased Premises. Lessor leases to City and City leases from Lessor, the Leased Premises which consists of approximately 12,200 square feet of a gravel surface public parking lot, as indicated on Exhibit A.

2. Possession; Delay in Delivery of Possession.

(a) Except as otherwise provided in this Lease Agreement, City agrees to accept possession of the Leased Premises in its existing "as is" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Black Box Theater Parcel and/or the Leased Premises and any recorded covenants, conditions, restrictions, easements, licenses, or right of ways.

(b) If Lessor, for any reason whatsoever, cannot deliver possession of the Leased Premises to City on or before the commencement date, this Lease Agreement shall not be void or voidable and no obligation of City shall be affected thereby, and neither Lessor nor Lessor's agents shall be liable to City for any loss or damage resulting therefrom.

3. Rent. As a condition of the sale of the Black Box Theater Parcel from City to Lessor, Lessor agrees to lease the Leased Premises to the City at no cost for use as a temporary gravel surface public parking lot. This no cost lease was incorporated into the sales price for the Black Box Theater Parcel through the DDA. City shall be responsible for all costs associated with the maintenance of the Leased Premises as set forth in Section 7 of this Lease Agreement.

4. Term. This Lease Agreement shall commence on _____, 2022 ("Commencement Date") and terminate on the date when Lessor commences construction of the Black Box Theater. Lessor shall provide City with 30 days written notice prior to the date that construction of the Black Box Theater will commence. This Lease Agreement shall supersede and replace any other lease agreement between said parties, or their predecessors in interest, concerning the use of the Leased Premises, or any other space or area of the Black Box Theater Parcel

5. City's Use of Leased Premises.

(a) Use of Leased Premises. City shall use the Leased Premises for the purpose of a temporary gravel surface public parking lot or may permit other entities to use the Leased Premises for similar uses, such as staging for outdoor performances, outdoor dining or other related uses or services, prior to the issuance of Developer's building permit.

(b) Rules Regarding Use. City shall observe and comply with the rules and regulations annexed to this Lease Agreement and, after notice of these rules, City's use of the Leased Premises shall be subject to the following rules:

(i) City shall not allow, authorize, or permit the Leased Premises, or any part thereof, to be used for any use or any illegal activity or purpose in violation of federal or state laws and/or ordinances, regulations and requirements of County, City, or any other enforcement authority.

(ii) City shall not commit, allow, or permit to be used for any offensive or

improper use or nuisance, the Leased Premises which may unreasonably or unlawfully disturb or damage the Black Box Theater Parcel or Leased Premises.

(iii) City shall not leave or store any trash, garbage, or refuse of any kind in, on, or about the Leased Premises and shall cause any refuse, trash, or other waste deposited on the Leased Premises by any of its employees, agents, or representatives to be picked up and disposed of in the appropriate manner so as to keep the Leased Premises in a neat and clean condition.

(iv) City shall not use, commit, allow, or permit to be used or committed, any waste upon the Leased Premises.

(c) Hazardous Materials. City shall not cause or permit any Hazardous Materials to be permanently stored, used or disposed of in the Black Box Theater Parcel or Leased Premises, by City's agents, employees, contractors or invitees, without having obtained Lessor's prior, written consent. The City may access the site for environmental testing or remediation purposes, with 7 days prior written notice to Lessor. For purposes of this Lease Agreement, the following terms shall have the meanings set forth below:

"Hazardous Materials" shall mean any toxic or hazardous wastes, pollutants, materials or substances, including, without limitation, asbestos, PCB's, petroleum products, radioactive substances or their by-products, other substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C §§ 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act of 1976, 15 U.S.C. §§ 2601 et seq.; any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the California Hazardous Substance Account Act, California Health & Safety Code ("HSC") §§ 25300 et seq., the Hazardous Waste Disposal Land Use Act, HSC §§ 25100 et seq.; in or pursuant to or identified as causing cancer or reproductive toxicity in the California Safe Drinking Water & Toxic Enforcement Act of 1986, HSC §§ 25249.5 et seq.; and HSC §§ 25117, 25316; all as such laws may be amended; any hazardous or toxic substance, material, chemical, waste, or pollutant now or hereafter regulated under any other applicable Federal, State, or local environmental laws, without limitation; and any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Hazardous Discharge" and "Contamination" shall mean the happening of any event involving an emission, spill, release, or discharge ("Release") into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface or ground water, (iv) the sewer, septic system, or waste treatment, storage, or disposal system servicing the Leased Premises, of any Hazardous Material, or (v) any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Environmental Laws" shall mean all applicable Federal, State, and local laws, ordinances, regulations, orders, procedures, policies, and directives of every kind and

nature whatsoever pertaining to Hazardous Materials in, at, on, under, or from the Leased Premises or any portion thereof.

6. City Obligations.

(a) Services and Utilities. City shall provide basic electricity and power for the Leased Premises.

(b) Maintenance. Except as otherwise provided herein, City shall at its own cost and expense, maintain the Leased Premises, and every part thereof, in good and sanitary order, condition, and repair. City shall be responsible for the cost of any and all repairs or maintenance to the Leased Premises, caused by negligent, careless, or willful acts of City, its employees, agents, equipment, or invitees.

7. Condition of Leased Premises. City represents and warrants that it has made a thorough and complete inspection of the Leased Premises using qualified consultants and experts of its own choosing, and the Leased Premises is suitable for a temporary, surface public parking lot and in good and sanitary order, repair, and condition. City hereby accepts the Leased Premises in its present condition and, except as otherwise may be set forth herein, without representation or warranty by Lessor as to the condition of such Leased Premises or as to the use of the Leased Premises.

8. Construction and Repair.

(a) Mechanic's Lien. City shall pay, or cause to be paid, all costs and expenses for work done by City, or caused to be done by City, on the Leased Premises of a character which could result in any lien on the Black Box Theater Parcel, and City will keep the Leased Premises free and clear of any mechanic's lien and/or other lien on account of work done for City or at its request.

Should any claims of lien be filed and/or recorded against the Leased Premises, or any action affecting the title thereto commenced, City shall give Lessor written notice thereof as soon as it has knowledge of the action.

(b) Construction. City shall not build or construct any improvement, or make any structural change, addition, or remodeling to the Leased Premises without the Lessor's prior written consent. In the event that Lessor provides City with the required written consent, City shall at its own cost comply with any and all Federal, State, or local laws and/or regulations applicable to any such construction, alteration, or remodeling to or within the Leased Premises to upgrade them to satisfy current standards.

9. Destruction. If the Leased Premises is totally destroyed during the term of this Lease Agreement by fire, flood, earthquake, or other casualty, whether or not covered by insurance, this Lease Agreement shall terminate.

10. Condemnation. If all or part of the Leased Premises is taken by condemnation such that the Leased Premises is no longer usable for a temporary, paved surface public parking lot, this Lease Agreement shall terminate. City shall be entitled only to that portion

of the proceeds of condemnation which is directly attributable to the value of City's interest in this Lease Agreement.

11. Compliance with Laws. City agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises. City agrees to secure and maintain throughout the Term and any Extended Term any federal, state or local licenses or permits required in order to use the Leased Premises for a temporary, gravel surface public parking lot. City's failure to do so shall be considered a material breach of this Lease Agreement. City is responsible for compliance with all Federal requirements for improvements, construction and/or repair work outside of the Lessor's obligations.

12. Assignment.

(a) Prohibition Against Assignment and Encumbrance. This Lease Agreement and any rights or obligations of City hereunder shall not be sold, assigned, transferred, leased, assigned, sublet, conveyed, hypothecated either in whole or in part, or in any manner, without Lessor's prior written consent. The City shall not allow any other person or entity to occupy or use all or any part of the Black Box Theater Parcel or Leased Premises, for any use other than those contemplated in this Agreement, without first obtaining Lessor's written consent. Consent to any assignment shall not constitute a further waiver of the provisions of this section.

(b) Involuntary Assignment. No interest of Lessee in this Lease Agreement shall be assignable by operation of law, including, without limitation, the transfer of this Lease Agreement by testacy or intestacy. Each of the following acts shall be considered an involuntary assignment:

(i) If City is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which City is the bankrupt party; or, if the City is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(ii) If a writ of attachment or execution is levied on this Lease Agreement;

(iii) If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Leased Premises.

(iv) An involuntary assignment shall constitute a default by City and Lessor shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of City.

(v) If a writ of attachment or execution is levied on this Lease Agreement, City shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

13. Taxes. Lessor shall pay during the term of this Lease Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease Agreement by any governmental agency or entity on or against the Black Box Theater Parcel, improvements located on the Black Box Theater Parcel, personal property located on or in the Black Box Theater Parcel or improvements, and the leasehold interest created by this Lease Agreement.

14. Lessor Refinancing. City is aware that Lessor is leasing its interest in the Leased Premises to City and that Lessor's interest in the Leased Premises may be utilized as a component of future financing for the construction of the Black Box Theater. City agrees that it will use best efforts to cooperate with Lessor in connection with Lessor's financing efforts, consistent with terms of the DDA.

15. Indemnity. City agrees to and shall defend, indemnify, protect and hold harmless Lessor, its officers, directors, employees and agents harmless from and against any and all loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property arising from or related to any act or omission of City, its employees, agents or contractors, the City's use of the Leased Premises, or as a result of this Lease Agreement. To the greatest extent by law, City waives all claims or demands against Lessor for any loss, damage, or injury to City or City's property in connection with this Lease Agreement or the operation or use of the City's property by City or its agents, servants or contractors or employees and agrees to so indemnify and hold Lessor harmless.

16. Insurance. For the duration of this Lease Agreement, City shall procure and maintain, at its own cost, insurance in the amounts and under the terms set forth in Exhibit B attached hereto against claims for injuries to persons or damages to property which may arise from or in connection with this Lease Agreement.

17. Termination.

(a) Termination for Cause. In the event City engages in, or permits any other person to engage in, any illegal activities in, on, or about the Black Box Theater Parcel or the Leased Premises, whether with or without a criminal conviction, Lessor shall have the right to immediately terminate this Lease Agreement and demand City surrender the Leased Premises.

Except for immediate termination as provided for in this Lease Agreement, should City at any time during the term of this Lease Agreement be in default in the performance of any of the terms, conditions, rules, covenants, or requirements herein contained or otherwise agreed to by the parties, including the rules and regulations established by Lessor regarding the use of, or access to, the Black Box Theater Parcel and Leased Premises, and should such default continue for thirty (30) days after written notice thereof from Lessor to City specifying the particulars of such default, or should City vacate or abandon the Leased Premises, then in any such event it shall be at the option of the

Lessor, the Lessor's right to declare this Lease Agreement terminated and re-enter the Leased Premises and take possession thereof and remove City's fixtures and furnishings, and City shall have no further claim thereon or hereunder.

(b) Lessor's remedies in this section shall be in addition and supplemental to any and all other rights or remedies which Lessor may have pursuant to this Lease Agreement and/or under the law.

18. Default. Any of the following events or occurrences shall constitute a material breach of this Lease Agreement by City and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by City to perform any obligation under this Lease Agreement, which by its nature City has no capacity to cure;

(b) The failure by City to perform any other obligation under this Lease Agreement, if the failure has continued for a period of ten (10) days after Lessor demands in writing that City cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, City may have a longer period as is necessary to cure the failure, but this is conditioned on City's promptly commencing to cure within the ten (10) day period and thereafter completing the cure within thirty (30) days after Lessor demands in writing that City cure the failure. City shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(c) Any of the following: a general assignment by City for the benefit of City's creditors; any voluntary filing, petition, or application by City under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Leased Premises by Lessee without Lessor's prior written consent; or the dispossession of City from the Leased Premises (other than by Lessor) by process of law or otherwise;

(d) The abandonment of the Leased Premises by City.

19. Remedies. Upon the occurrence of an Event of Default, Lessor may pursue all rights or remedies available to Lessor at law or in equity.

20. Waiver. Any express or implied waiver of a breach of any term of this Lease Agreement shall not constitute a waiver of any further breach of the same or other term of this Lease Agreement.

21. Surrender of Leased Premises. Upon the expiration of this Lease Agreement, or no later than ten (10) days after its termination, City shall surrender the Leased Premises to Lessor, and all improvements and alterations thereto, in good condition except for ordinary wear and tear occurring after the last necessary maintenance made by City and/or destruction to the Leased Premises covered by Section 10 of this Lease Agreement.

Lessor may elect to retain or dispose of in any manner any alterations,

improvements, fixtures, or furnishings that City does not remove from the Leased Premises on expiration or termination of the Lease Agreement by giving at least ten (10) days' notice to City. Title to any such improvements, alterations, fixtures, or furnishings that Lessor elects to retain or dispose of on expiration of the ten (10) day period shall vest in Lessor. City waives all claims against Lessor for any damage to City resulting from Lessor's retention or disposition of any such improvements, alterations, fixtures, or furnishings. City shall be liable to Lessor for Lessor's costs for storing, removing, and disposing of any improvements, alterations, fixtures, or furnishings.

22. Entry by Lessor. City shall permit Lessor, its officers, employees, and agents to enter into and upon the Leased Premises upon reasonable notice for the purpose of inspecting the Leased Premises, enforcing the rules and regulations under this Lease Agreement, and the posting of such legal notices as Lessor may deem necessary or convenient.

(a) Lessor and its agents may enter the Leased Premises at any reasonable time upon reasonable notice to City, or immediately in the case of an emergency, for the purpose of: (i) inspecting the Leased Premises; (ii) posting notices of non-responsibility; (iii) supplying any service to be provided by Lessor to City; (iv) showing the Leased Premises to prospective purchasers, mortgagees, or tenants (v) making necessary alterations, additions, or repairs as required by this Lease Agreement or to otherwise perform Lessor's duties under this Lease Agreement; (vi) determining whether City is complying with the terms of this Lease Agreement; (vii) performing City's obligations when City has failed to do so after written notice from Lessor, if required by the terms of this Lease Agreement; (viii) placing on the Leased Premises ordinary for lease signs or for sale signs; (ix) doing of other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises under this Lease Agreement; and (x) responding to an emergency.

(b) Lessor shall have the right to use any means Lessor deems necessary and proper to enter the Leased Premises in an emergency. Any entry into the Leased Premises obtained by Lessor in accordance with this section shall not be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of City from the Leased Premises, nor shall such entry give rise to a claim for rent abatement.

23. Notices. Wherever in this Lease Agreement it shall be required or permitted that notice or demand be given or served by either party to this Lease Agreement to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows, though any party may change such address or contact person by written notice by registered mail to the other:

City: Community Development Director
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

Lessor: Shakespeare's Associates, Inc.
2172 Railroad Avenue
Livermore, CA 94550
Attn: Lisa A. Tromovitch

With a copy to: Elizabeth Trutner, Esq.
2109 Fourth Street,
Livermore, CA 94550

24. Holding Over. Any holding over without the Lessor's prior written consent shall be prohibited.

25. Modification. This Lease Agreement may only be modified or amended by written agreement signed by both parties hereto.

26. General Provisions.

(a) Time of Essence. Time is of the essence for each provision of this Lease Agreement.

(b) Relationship of the Parties. Nothing contained in this Lease Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent, and/or of partnership, and/or of joint venture, and/or of any association between the parties, other than the relationship of Lessor and Lessee.

(c) Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease Agreement and correctly sets forth the rights, duties, and obligations of each party to the other, but this Lease Agreement does not supersede any provision in the DDAA.

(d) Partial Invalidity. If any provision or portion of this Lease Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Lease Agreement shall remain in force and effect.

(e) California Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Review of Lease. Each party to this Lease Agreement declares that prior to the execution of this Lease Agreement, each party had the opportunity to seek the independent advice of counsel and that they apprised themselves of sufficient relevant information in order that they might intelligently exercise their own judgment in deciding whether to execute this Lease Agreement. Each party agrees that they have completely read and understood the Lease Agreement, know the contents thereof, and have signed the Lease Agreement of their own free will and free of any duress. No single party has drafted this Lease Agreement and it shall not be interpreted against any party as the drafting party.

(g) Performance Excused. The parties shall be excused from performance, as hereunder agreed to, if such performance is rendered impossible, impractical, or unreasonably difficult by, but not limited to, any strike, lockout, labor disturbance of any kind, civil commotion, war, acts of terrorism, shortage of any supply or labor, shortage of water, weather, act of government authority, enactment or change in laws or regulations, breakdown of facilities or any cause outside of the parties' control.

(h) Mutual Termination. This Lease Agreement may be terminated at any time concerning the rights and responsibilities of the parties who, between them, agree to such a termination.

(i) Headings. The headings used in this Lease Agreement are intended for reference only and do not define or limit the scope or meaning of any provision of this Lease Agreement.

(j) Waiver. A term or condition of this Lease Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition. City shall not be excused from complying with any of the terms and conditions of this Lease Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

(k) Attachments. All attachments referred to in and attached to this Lease Agreement are incorporated by reference as though set forth in full.

(l) Attorney's Fees and Costs. If either party commences an action against the other party to enforce this Lease Agreement, the prevailing party is entitled to reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

************Signatures and Attachment List On Next Page************

IN WITNESS WHEREOF, the parties to this Lease Agreement have executed this Lease Agreement as of the dates set forth below.

Lessor
Shakespeare's Associates, Inc.

By: _____
Lisa A. Tromovitch
President

Dated: _____

City or Lessee:

City of Livermore
A Municipal Corporation

By: _____ Dated: _____
Marc Roberts
City Manager

Approved as to Form:

By: _____
Assistant/City Attorney

Attachments:
Exhibit A – Real Property Site Plan – Leased Premises
Exhibit B – Insurance Requirements

EXHIBIT A

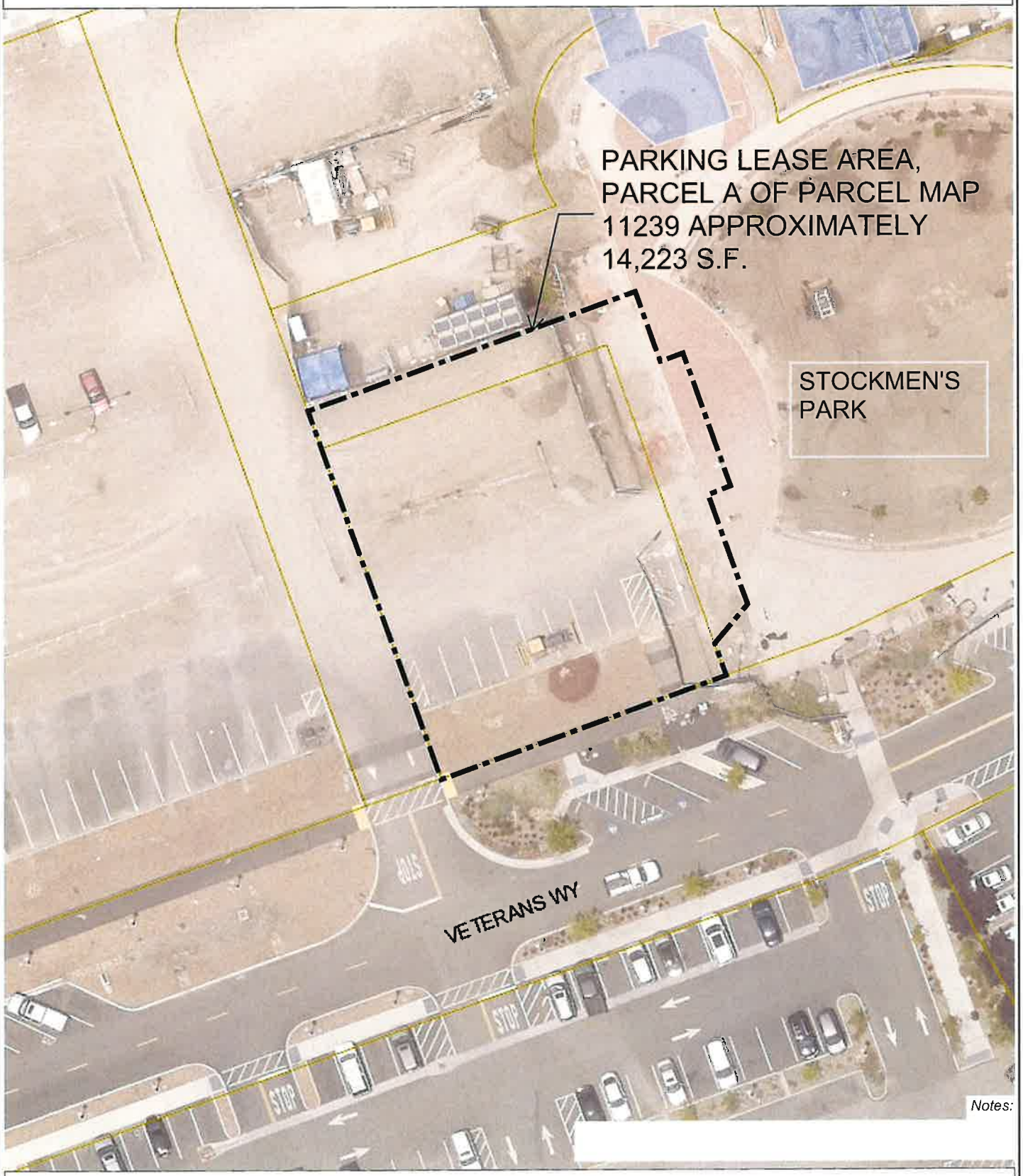

PARKING LEASE AREA, PARCEL A OF PARCEL MAP 11239 APPROXIMATELY 14,223 S.F.
STOCKMEN'S PARK
VETERANS WY
BUS
STOP
STOP
STOP
Notes:
83.3
0
41.67
83.3
Feet
NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Scale: 1: 500

Exhibit B – Insurance Requirements
(Insurance to be provided at a later date)

PLEASE PLACE RECORDER LABEL BELOW THIS LINE

Recording Requested By &
Return to:

City of Livermore
City Clerk's Office
1052 So. Livermore Ave.
Livermore, CA 94550

No fee for recording
pursuant to Government
Code section 27383

A.P.N.: 098-0289-24

MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT ("Memorandum") is made as of _____, 2022, by and between Shakespeare's Associates, Inc., a 501(c)(3) organization (the "Developer"), and the City of Livermore (the "City"), to confirm that the City and Developer are parties to that certain Disposition and Development Agreement between the City and the Developer dated as of _____, 2022, as may be amended from time-to-time (the "DDA"). The DDA concerns the sale of real property in Livermore, California, which property is described in the attached Exhibit F and the development of a two-story approximately 15,000 square foot theater with the ability to accommodate approximately 100 to 200 seats and accessory spaces to support arts and cultural uses. The theater will also have a roof deck area with outdoor seating. (The Exhibit to this Memorandum has been marked to be consistent with the Exhibit to the DDA.)

The DDA is a public document and may be reviewed at and in the office of the City Clerk for the City of Livermore.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend, or supplement the DDA, of which this is a memorandum. In the event, and to the extent that, any of the terms or provisions of this Memorandum are inconsistent with the terms or provisions of the DDA, the provisions of the DDA shall govern and prevail.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum and the DDA by duly authorized representatives, all on the date first written above.

DATE:

DEVELOPER:

Shakespeare's Associates, Inc.

By: _____

Name: Lisa Tromovitch

Title: President

DATE:

CITY:

CITY OF LIVERMORE,
a municipal corporation

By: _____

Name: Marc Roberts

Title: City Manager

APPROVED AS TO FORM:

By: _____
Assistant/City Attorney

Attachments:
Exhibit F

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

RECORDING REQUESTED BY:
Order No.
Escrow No.
Loan No.

EXHIBIT F

WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $ Government Agency
DOCUMENTARY TRANSFER TAX $ Acquiring Title
SURVEY MONUMENT FEE $ Tax Code §§ 11922
Computed on the consideration or value or property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN 098-0289-24

Exempt from filing fees per Government Code Section §§ 27383 & 6103

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Livermore, a Municipal Corporation ("Grantor")

hereby Grant(s) in fee to
Shakespeare's Associates, Inc., a 501(c)(3) organization ("Grantee")

the real property in the City of Livermore
County of Alameda, State of California, as described in Exhibit A

FOR LEGAL DESCRIPTION
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

City of Livermore, a municipal corporation

Signature:

Name: Title:

EXHIBIT F

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT F

LEGAL DESCRIPTION BLACK BOX THEATER PARCEL

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A, OF PARCEL MAP 11239, RECORDED _____, IN BOOK _____ OF MAPS AT PAGES _____ ALAMEDA COUNTY RECORDS.

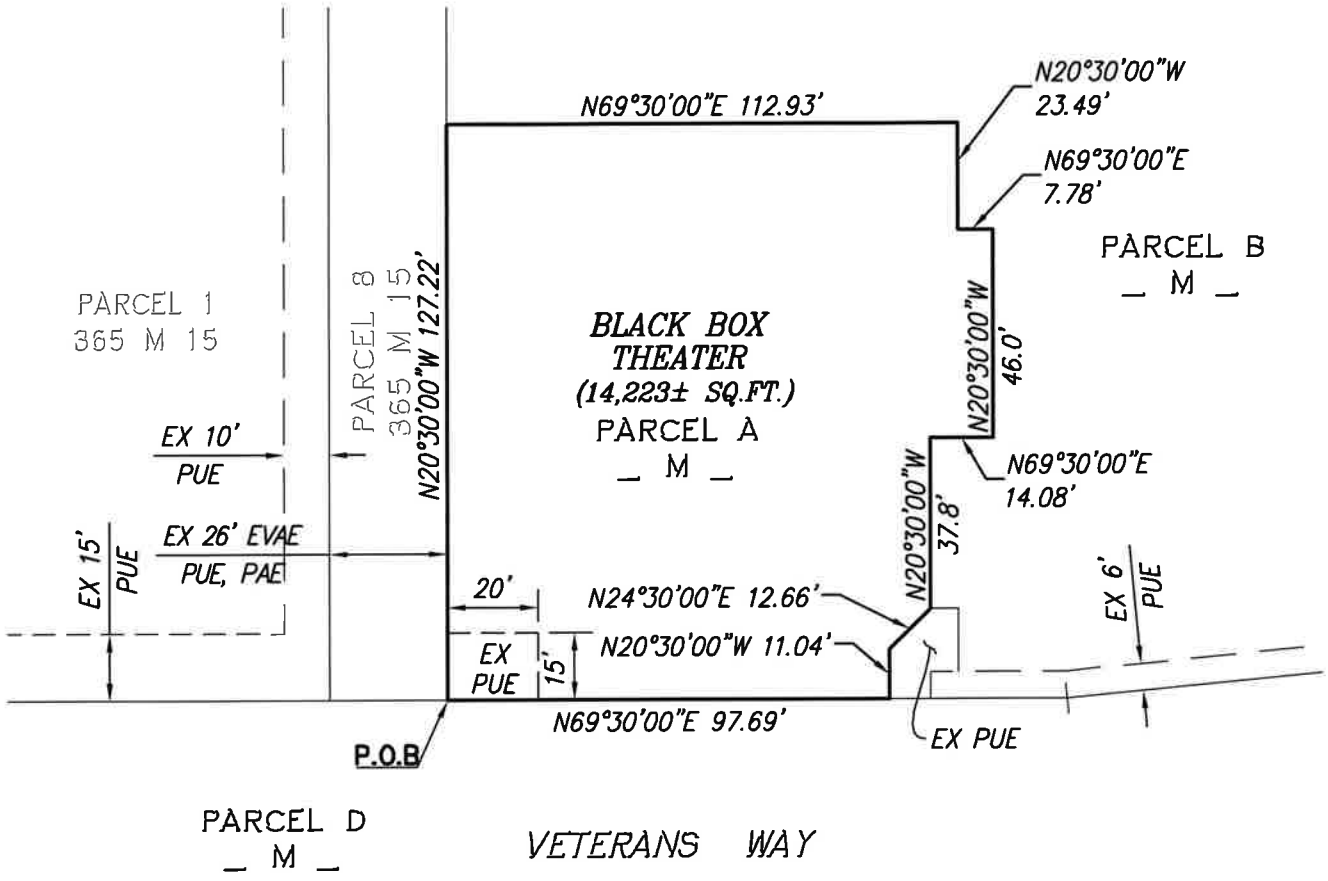
CONTAINING 14,223± SQUARE FEET OF LAND MORE OR LESS

APN: 098-0289-24



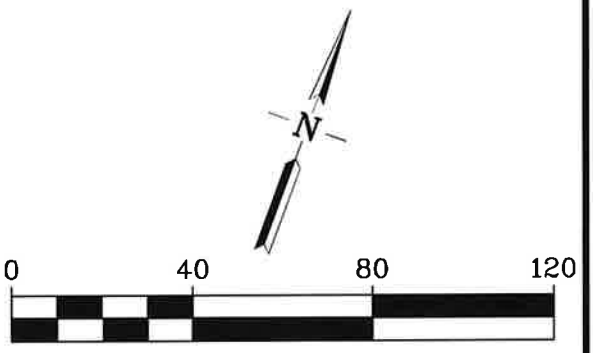
5-6-22

EXHIBIT F



LEGEND

P.O.B.	POINT OF BEGINNING
SQ.FT	SQUARE FEET



1 inch = 40 ft.

SHEET 4 OF 4

EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION
BLACK BOX THEATER

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	5/5/2022	SHEET 8 OF 8

G:\JOB2015\151084 T67 DOWNTOWN PM\MAPPING\PLATS\BLACK BOX THEATER DA EXHIBIT A.DWG

SCHEDULE OF PERFORMANCE

This Schedule of Performance is intended to specify the Outside Dates by which the identified actions must be completed. Developer may complete these items earlier than the time period identified below, except for commencing construction of the Improvements, which shall not occur before the L Street Garage is constructed or adequate alternative parking, as determined by the City Manager, is identified.

If no date/day within a month is specified below, the condition shall be met no later than the last day of the month.

July 1, 2022: City shall submit to the Developer for review and approval a preliminary report on the Property, consistent with the provisions in Section 3.6. Developer shall approve or disapprove of the report within 10 days and the Developer and City shall abide by Section 3.6 regarding any disagreement over exceptions to the report.

August 1, 2022: Developer shall complete the due diligence investigations it believes is necessary to obtain the information needed to make its determination whether the property is suitable for Developer's intended use and development of the property. Developer shall have the opportunity to enter the Property to conduct testing and analysis, as provided for in Section 2.3 of this Agreement.

August 31, 2022: Developer and City shall complete close of escrow for the sale of the Property from the City to Developer.

February 2023: Developer shall submit Basic Concept Drawings including architectural plans (building elevations, Property plan and basic floor plan) and drawings for City's review and comment.

March 2023: Prior to submitting its entitlement package, Developer shall obtain written approval of the design and location of the Project from the Livermore Stockmen's Rodeo Association.

June 2023: Developer shall submit a full entitlement application package, which shall include all required environmental analyses, remediation plans, and architectural plans.

March 2024: Developer shall have obtained all required entitlements from the City.

June 2024: Developer shall submit to City for City's review and approval an updated Business and Operations Plan.

September 2024: Developer shall provide the City with written documentation that there is no land remaining in between the Improvements and the northern boundary of the Property. If there is any land remaining in between the Improvements and the northern boundary of the Property, Developer shall make an irrevocable offer of dedication to the City for the remaining land as a

public open space easement. City shall record the easement with the Alameda County Recorder in a timely manner.

June 2025: Developer shall provide City with proof of having obtained at least 80% of the funds necessary to construct the Project.

August 2025: Developer shall submit its application to obtain building permits.

October 2025: Developer shall provide a Final Business and Operations Plan identifying all construction costs, including fixtures, furnishings, and any exhibits, and first year operational costs and shall provide evidence of having secured 80% of these funds, and any required endowment, in a bank account or other similarly liquid source of funds. (Timeline needs to be consistent with 120-day requirement in Agreement.)

April 2026: Developer shall obtain building permits and submit to City its agreement with a contractor, updated financing plan showing any changes from the October 2025 submittal, and a construction schedule.

August 2026: Developer shall commence construction of the Improvements.

February 2028: Developer shall have completed construction of the Project and obtained its certificate of occupancy.

Any delays in the City constructing or providing adequate alternative parking, as determined by the City Manager, shall extend the time period for Developer to obtain building permits, begin construction, and complete construction by the same amount of time as City's delay.

Developer may request an extension of time of up to six (6) months to complete any of the items identified above. The City Manager shall have the authority to grant up to twelve (12) months of cumulative time extensions. Any requests that exceed twelve months, cumulatively, shall require City Council approval.

Black Box Theater Scope of Development

The Black Box Theater will be located on an approximately 14,223 square foot parcel located at the southwest portion of the Stockmen's Park easement, west of Blacksmith Square and north of Veterans Way on Parcel A of Parcel Map 11239 (APN: APN 098-0289-24). The theater is envisioned as a 2-story structure with the ability to accommodate between 100 and 200 seats. There will be accessory spaces, including a food service kitchen for both indoor and outdoor events, and a roof deck with outdoor seating.

The Black Box Theater is intended to activate Stockmen's Park and to enrich the downtown area by facilitating a range of events, performances, speakers, meetings, and other related activities that will add to the diversity of artistic, cultural, and intellectual offerings within the Downtown. As such, the theater is required to provide at least 100 indoor and/or outdoor performances, rehearsals, meetings, cultural events, or related activities in the first year of operation, increasing to a minimum of 150 said events in subsequent years.

The theater building will have a lobby that opens onto and will be roughly centered on the semi-circular plaza at the western edge of Stockmen's Park. The paved plaza can double as a performance space and the interface between the plaza and the building is designed to facilitate outdoor performances, presentations, exhibits and other gatherings. Deliveries and loading and unloading of materials needed for performances will occur at the western side of the building from the K Street extension, which will be limited to emergency vehicle and special delivery access.

The design of the theater will be finalized within the timeframe identified in the schedule of performance. While the building is currently assumed to be approximately 15,000 square feet, the final design may be larger or smaller, provided it achieves the overall goals identified within this scope, fits within the footprint of the property, and is of a scale that contributes to the character of Stockmen's Park and does not overshadow the Stockmen's monument.

Architectural design, colors, and materials will convey the character and use of the building and are required to be consistent with the City's Downtown Specific Plan. The Livermore Stockmen's Rodeo Association, through their easement will be consulted in reviewing the final design of the theater. The Theater will be required to obtain an entitlement permit from the City for Site Plan and Design review and final CEQA review will occur during the entitlement process.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Steve Stewart, Planning Manager

SUBJECT: Discussion and direction regarding Tri-Valley Conservancy's request for the City of Livermore to sponsor a ballot initiative to protect water quality and agriculture in the South Livermore Valley

RECOMMENDED ACTION

Staff recommends the City Council discuss and direct staff to prepare final language for a ballot initiative to protect water quality and agriculture in the South Livermore Valley.

SUMMARY

The Tri-Valley Conservancy (Conservancy) requested the City of Livermore sponsor a ballot initiative to protect water quality and agriculture in the South Livermore Valley. On November 22, 2021, City Council directed staff to update the ballot initiative (Initiative) language (Attachment 1).

The Initiative would amend language in the South Livermore Valley Urban Growth Boundary and General Plan. The amendments would allow the City to extend sanitary sewer service beyond the Urban Growth Boundary to serve wine country uses envisioned in the City's South Livermore Valley Specific Plan, Alameda County's South Livermore Valley Area Plan, and in conformance with Alameda County Measure D. The proposal would not change the location of the Urban Growth Boundary.

Staff recommends the City Council direct staff to finalize the Initiative language in preparation for the November 2022 ballot. Staff has prepared environmental review documents for the project in accordance with the California Environmental Quality Act (CEQA). Staff will return at a future meeting with environmental documents and final ballot language for Council certification and authorization.

DISCUSSION

BACKGROUND

From the 1960s through the early 1990s, development pressure threatened the South Livermore Valley wine region and its resources. In the early 1900s, the South Livermore Valley had nearly 5,000 acres of

vineyards and 50 wineries. By the 1980s, there were less than 1,500 acres of vineyards and six wineries in operation. In response, Alameda County and the City of Livermore initiated comprehensive planning programs to protect agriculture and open space within the Valley and balance that preservation with limited urban development.

In 1993, Alameda County adopted the South Livermore Valley Area Plan ("Area Plan") with the intent of preserving and re-establishing the traditional viticulture and wine making uses through agricultural mitigation. The Area Plan authorizes the development of wine country and visitor serving uses on building sites if 90% of the parcel is planted with orchards or vineyards and preserved under a permanent conservation easement held by an independent Agricultural Land Trust.

In 1997, the City adopted the South Livermore Valley Specific Plan ("Specific Plan"). The Specific Plan complements the Area Plan, establishes land use regulations to guide development within designated subareas suitable for urban development, protects viticulture resources, and promotes wine production through agricultural mitigation and planting requirements.

In November 2000, Alameda County voters passed Measure D. The purpose of Measure D is to preserve agricultural lands and to protect open space, watersheds, and wildlife habitat. Measure D set a county urban growth boundary that restricts subdivisions of the farms and ranches in eastern Alameda County, including North Livermore and the South Livermore Valley. Measure D did not supersede or change the provisions of the South Livermore Valley Area Plan. However, Measure D did amend the County's East County Area Plan programs and policies, which placed limits on density, development standards, and the geographical extents of the Area Plan.

In March 2000, Livermore voters passed Measure K, establishing the South Livermore Urban Growth Boundary (Urban Growth Boundary) with goals of limiting urbanization and preserving open space, habitat, and agriculture. In February 2004, Measure K was incorporated into the Livermore General Plan. The success of these combined programs helped re-establish the South Livermore Valley as a viable wine region. However, the operation of wineries and improvement of wine country uses, consistent with the Area Plan, has been stymied by restrictive state and regional ground water regulations. As a result, the City continues to receive inquiries from South Livermore stakeholders regarding the possibility of connecting to the City's municipal sewer system. Connecting to a municipal system would be a significant step forward in addressing complex groundwater management regulations that are jeopardizing the near and long-term viability of the wine industry.

In August 2020, the Conservancy and other South Livermore Valley Stakeholders made a request for the City of Livermore to ask Alameda County to reserve funding for possible extension of sewer service to address groundwater quality issues in South Livermore. They also asked the Council to direct staff to explore actions necessary to advance the extension of the sewer system to serve the South Livermore Valley Area. On September 28, 2020, the City Council directed staff to make a request to Alameda County to reserve the funding and to explore actions necessary to extend sewer service. On December 8, 2020, the Alameda County Board of Supervisors approved the use of $6.5 million to help support the connection of underground utilities for unincorporated Livermore.

On November 22, 2021, the City Council reviewed Tri Valley's Conservancy's proposed ballot language. Council directed staff to modify the language and return with an updated version prior. In addition, Council appropriated funds to study and evaluate sewer alignments, technical aspects of a potential sewer extension, and potential impacts in accordance with the California Environmental Quality Act.

INITIATIVE LANGUAGE

The Initiative would amend policies pertaining to the South Livermore Valley Urban Growth Boundary. The amendments would allow the City to extend sanitary sewer service beyond the Urban Growth Boundary to serve wine country uses envisioned in Alameda County's South Livermore Valley Area Plan, the City's South Livermore Valley Specific Plan, and in conformance with Alameda County Measure D. The proposal would not change the location of the Urban Growth Boundary.

Specifically, the Initiative would amend Livermore General Plan Goal LU Goal 18, Objective LU 18.1 and policies LU P1-P7. The current General Plan polices are derived from the South Livermore Urban Growth Boundary initiative (2000) and allow extension of sewer services under special circumstances if a property meets specific criteria. This criterion includes consistency with the South Livermore Valley Area Plan, adjacency to the Urban Growth and Livermore Municipal boundaries, and recordation of a conservation easement (or similar instrument), which would limit future division of land and development.

Essentially, the Initiative modifies the existing criteria to allow the City to provide sewer service to parcels in the South Livermore Valley, including those properties not immediately adjacent to the Urban Growth and Livermore Municipal boundaries. Fundamentally, the provision of sewer service would be limited to uses consistent with the Area Plan and Specific Plan to support the on-going viability of the South Livermore wine region.

ENVIRONMENTAL REVIEW

Consistent with Council direction, staff evaluated the technical and financial aspects of extending sewer service to the South Livermore Valley. Specifically, staff conducted hydraulic and organic loading analyses and assessed pipeline alignments, potential improvements to existing infrastructure, and costs and funding mechanisms.

Staff prepared a Supplemental Environmental Impact Report (SEIR) to identify and analyze potential impacts of the extension of sewer service to South Livermore Valley. The Draft SEIR was made public on May 6th and is currently available for public comment on the City's website:

https://www.cityoflivermore.net/government/community-development/planning/environmental-documents

In addition to written public comments, staff anticipates receiving public testimony at a meeting of the Planning Commission before staff returns to Council for formal review and adoption.

FISCAL AND ADMINISTRATIVE IMPACTS

Council directing staff to prepare final initiative language would require staff resources. On November 22, 2021, Council appropriated $212,502 to evaluate the technical, financial, and environmental aspects of the initiative and extending sewer service. Preliminary construction cost estimates are approximately $11.5 million for the entire extension project. Staff anticipates constructing the project in phases, as funding becomes available. If authorized by Council and subsequently approved by Livermore voters, staff recommends using approximately $6.5 million in Alameda County funding to leverage state and Federal infrastructure funds and groundwater management grant opportunities. Staff further

recommends that fees currently collected from Livermore residents for sewer service not be used to fund the sewer expansion and/or construction activities.

ATTACHMENTS

1. Draft Initiative

Prepared by: Andy Ross
Senior Planner

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Question on the ballot:

Notes:

1. The question cannot be an argument or create prejudice for-or-against the measure. Just the facts. Persuasive reasoning can be added to the "purpose" section in the measure, and argument should be reserved for the "primary" and "rebuttal" arguments.

2. The question cannot exceed 75 words

Recommendation: keep it short and play it straight

Measure __: Shall the ordinance amending the South Livermore Urban Growth Boundary policies in the City of Livermore's General Plan to allow the City to extend sewer service to permitted uses within the South Livermore Valley Area Plan Planning Area be adopted? Yes__ No __.

Measure

Full Text of Measure

Measure _____

AN ORDINANCE OF THE CITY AMENDING THE SOUTH LIVERMORE URBAN GROWTH BOUNDARY POLICIES IN THE CITY OF LIVERMORE'S GENERAL PLAN TO ALLOW THE CITY TO EXTEND SEWER SERVICE TO PERMITTED USES WITHIN THE SOUTH LIVERMORE VALLEY AREA PLAN PLANNING AREA.

The people of the City of Livermore, California do ordain as follows:

Section 1. Purpose and Findings.

The purpose of this initiative is to protect water quality and agriculture by updating the South Livermore Urban Growth Boundary (South Livermore UGB) policies to allow full implementation of the South Livermore Valley Area Plan. If this initiative measure were to be adopted by the Livermore voters, the South Livermore UGB policies would be amended to allow the City to extend sewer service beyond the South Livermore UGB to a limited portion of the South Livermore Valley in order to protect water quality, support agriculture, and enable limited compatible commercial uses.

This initiative would not change the boundaries for the South Livermore UGB or make any changes to the South Livermore Valley Area Plan or the Alameda County Measure D approved by county voters in 2000.

A. Findings:

The people of the City of Livermore find that this initiative promotes and protects the health, safety, welfare, and quality of life of City residents, based upon the following:

1. The South Livermore Valley Area Plan (Area Plan) was adopted by Alameda County Board of Supervisors in 1993 to ensure the survival and enhancement of the century-old Livermore wine region. The Area Plan protects and expands agriculture and restricts commercial and residential development adjacent to Livermore while promoting uses that enhance the recognition and image of the area as an important premium wine and agricultural region.

2. To build upon and advance the goals of the Area Plan, Livermore voters approved the South Livermore UGB in 2000. The boundaries for the South Livermore UGB as adopted by the voters is in the City of Livermore General Plan as Figure 3-6, a copy of that figure is attached as Attachment 1.

3. The South Livermore UGB was intended to protect and enhance agriculture and open space in the South Livermore Valley. It has created a thriving agricultural economy in the region by supporting the goals of the Area Plan, providing regulatory stability, and removing speculative acquisition of farmland by urban developers.

4. When the South Livermore UGB was adopted and later reaffirmed by the voters, it was anticipated that the unincorporated area outside the South Livermore UGB would be developed to its full potential without the use of a sewer system operated by a governmental agency such as the City of Livermore.

5. In the last two decades the groundwater basins throughout the State of California have experienced a steady decline in water quality. Regulatory agencies are working toward protecting our groundwater in an effort to safeguard this important resource. Many of these actions place undue hardships on property owners located outside the South Livermore UGB; and some properties are unable to operate effectively or realize development potential as contemplated by the Area Plan, Alameda County Measure D, and the South Livermore UGB.

6. Measures taken today to improve our groundwater quality in the future will help improve public health, agriculture, and quality of life in Livermore and the surrounding region.

7. This initiative promotes the Area Plan's purpose of expanding and enhancing cultivated agriculture by facilitating the types of development envisioned in the Area Plan and ensures that conservation easements will be held by land trusts accredited by national organizations (such as the Tri-Valley Conservancy accredited by the Land Trust Alliance). This initiative limits sewer service extensions to land uses that are consistent with the Area Plan, as it exists now or is amended in the future, and in conformance with Alameda County Measure D.

8. This initiative retains the South Livermore UGB location shown in Attachment 1 while amending the South Livermore UGB policies in the General Plan concerning extension of sewer services to allow the City to provide sewer services to uses contemplated by the Area Plan, as it exists now or is amended in the future, and in conformance with Alameda County Measure D.

9. The amendments will ensure that South Livermore UGB policies remain relevant and appropriate in light of a changing environment. This will improve the region's capacity to improve water quality and provide ongoing support for agricultural protection.

Section 2. General Plan Amendments.

This initiative hereby amends the City of Livermore General Plan ("General Plan") Goal LU-18 and the associated Objective (LU-18-1) and Policies (P1-P7). Text to be inserted in the General Plan is indicated in bold double underlined type (**example**). Deletions are shown in strikeout font (~~example~~). Text in standard type appears in the General Plan as of the submittal date and is not changed by this Initiative. The amendments are as follows:

Goal LU-18 It is the goal of the City to establish a coherent and logical pattern of urban uses that protects and enhances open space and agricultural uses by providing a clear

and permanent boundary for urban uses within the City's planning area. The provisions of GOAL LU-18, as readopted by the South Livermore Urban Growth Boundary Initiative **and amended by this initiative**, shall be amended only by a vote of the people.

Objective LU-18.1 Maintain a permanent Urban Growth Boundary (UGB) on the City's southern edge (as indicated Figure LU 3-6 and the City's Land Use Map) beyond which urban development shall not be permitted. Non-urban uses, such as agriculture, parks, and open space may be permitted within and beyond the South Livermore UGB. (Relevant provisions of ~~that~~ **the South Livermore Urban Growth Boundary** Initiative are found in Appendix ~~3 of Appendix A~~ **B of the General Plan**.)

Policies

P1 For the purposes of this section, "urban uses" and "urban development" include any use that is not permitted on lands with a general plan land use designation of Limited Agriculture; General Agriculture; Viticulture; Agriculture/Viticulture; Parks, Trailway and Recreation, Corridor, and Protected Areas; or Range and Grassland as those uses existed on December 6, 1999. (South Livermore Urban Growth Boundary Initiative, 3-7-2000).

P2 For the purposes of this section, "urban services" refer to sewer and water service.

P3 For the purposes of this section, "South Livermore Valley Area Plan" refers to the South Livermore Valley Area Plan adopted on February 23, 1993 by the Alameda County Board of Supervisors, as it exists now or may be amended in the future.

P~~3~~**4** **For the purposes of this section, "South Livermore Valley Specific Plan" refers to the South Livermore Valley Specific Plan adopted on November 17, 1997 by the Livermore City Council, as it exists now or may be amended in the future.**

P5 Permit only non-urban uses beyond the **South Livermore** UGB within the City's municipal boundary. Beyond the City's municipal boundary discourage and oppose any urban uses **that do not directly contribute to the conservation of agriculture and the goals of the South Livermore Valley Area Plan and South Livermore Valley Specific Plan.**

P~~4~~**6** Extend urban services only to areas within the UGB, except that the City may provide:

(i) sewage treatment and disposal services to the Veterans Administration Hospital for hospital uses;

(ii) urban services for residences on parcels outside of the South Livermore UGB which parcels were existing as of October 27, 1997, provided the property receiving such services shall record a binding agreement between the property owner and the City disallowing further division of the property and any provision of urban services to non-residential uses upon the property;

(iii) sewage treatment and disposal services for residences on parcels outside of the South Livermore UGB provided the property receiving such services

shall record a binding agreement between the property owner and the City disallowing further division of the property and any provision of urban services to non-residential uses upon the property, and subject to the following:

(a) **The property receiving the services is designated under the South Livermore Valley Area Plan or South Livermore Valley Specific Plan for residential uses, and in conformance with Alameda County Measure D; or**

(b) **The property receiving the services was also a residential use on the date of this initiative.**

(~~iii~~ **iv**) urban services for commercial uses on parcels outside of the South Livermore UGB, which parcels were existing as of October 27, 1997, subject to the following:

(a) the subject property is designated under the South Livermore Valley Area Plan **or South Livermore Valley Specific Plan** for agricultural uses, with associated allowable commercial uses;

(b) the service(s) will be utilized for allowable commercial uses consistent with the provisions of the **South Livermore Valley Specific Plan,** or South Livermore Valley Area Plan **as they exist now or are amended in the future, in conformance with Alameda County Measure D**;

(c) the subject property is located adjacent to the Livermore municipal boundaries as of the date of the adoption of the SLVSP and, is located adjacent to the Urban Growth Boundary;

(d) if required by City or LAFCO policy, the property will annex to the City;

(e) the service(s) can be provided to the subject property without any potential growth inducing impacts associated with potential provision of urban services to areas not otherwise allowed to receive such services under the South Livermore Valley Specific Plan or South Livermore Valley Area Plan; **and**

(f) before receiving such service(s), the property owner will record a conservation easement over the subject property **with a land trust accredited by a national land trust accreditation organization** in a form acceptable to the City **and subject to an endowment requirement or other financial assurance in an amount that is reasonable and customary for the type of easement used to satisfy this requirement. The conservation easement** restricts use of the subject property to agricultural and open space uses, except ~~as to~~ **within** a delineated commercial use area**, not to exceed 10% of the property** within which allowable commercial uses and intensity of such uses shall be ~~delineated~~ **permitted and described in the conservation easement. The City may only extend such services to permitted commercial uses**

described in the South Livermore Valley Specific Plan, or the permitted commercial uses described in the South Livermore Valley Area Plan and in conformance with Alameda County Measure D as applicable;

(v) sewage treatment and disposal services for commercial uses on parcels outside of the South Livermore UGB, subject to the following:

(a) the subject property is designated under the South Livermore Valley Area Plan or South Livermore Valley Specific Plan for agricultural uses, with associated allowable commercial uses;

(b) the service(s) will be utilized for allowable commercial uses consistent with the provisions of the South Livermore Valley Specific Plan, or South Livermore Valley Area Plan as they exist now or are amended in the future, in conformance with Alameda County Measure D;

(c) if required by City or LAFCO policy, the property will annex to the City;

(d) the service(s) can be provided to the subject property without any potential growth inducing impacts associated with potential provision of urban services to areas not otherwise allowed to receive such services under the South Livermore Valley Specific Plan or South Livermore Valley Area Plan;

(e) Alameda County has not permitted more than 180,000 square feet of commercial use within the area covered by the South Livermore Valley Area Plan, including commercial use existing as of the submittal date. If Alameda County permits 180,000 square feet or more of commercial use, then existing sewage treatment and disposal service may continue, but no new sewage treatment and disposal service shall be permitted pursuant to this subsection (iv); and

(f) before receiving such service(s), the property owner will record a conservation easement over the subject property with a land trust accredited by a national land trust accreditation organization in a form acceptable to the City and subject to an endowment requirement or other financial assurance in an amount that is reasonable and customary for the type of easement used to satisfy this requirement. The conservation easement restricts use of the subject property to agricultural and open space uses, except as to within a delineated commercial use area, not to exceed 10% of the property within which allowable commercial uses and intensity of such uses shall be delineated permitted and described in the conservation easement. The City may only extend such services to permitted commercial uses described in the South Livermore Valley Specific Plan, or the permitted commercial uses described in the

South Livermore Valley Area Plan and in conformance with Alameda County Measure D as applicable;

(~~i~~**vi**) for sewer service in unincorporated areas, the connections (residential and commercial) **pursuant to any of the subsections above** shall allow no more wastewater flow than the equivalent of ten residential units as required by the LAVWMA Joint Powers Agreement. This requirement shall apply cumulatively to all contiguous uses within the unincorporated geographic area. Larger scale sewer service to unincorporated areas requires the unanimous approval of the LAVWMA Board of Directors. If areas are annexed, this restriction will not apply.

P~~5~~**7** Encourage compatible uses immediately inside the South Livermore UGB, as necessary to prevent potential land use conflicts with outlying non-urban uses.

P~~6~~**8** The South Livermore UGB is indicated by a solid line in Figure 3-6 and the City's land use map.

P~~7~~**9** The foregoing provisions of Objective LU 18.1 and Figure 3-6, as readopted by the South Livermore Urban Growth Boundary Initiative **and amended by this initiative** , shall be amended only by a vote of the people or otherwise in accordance with Section 3.D. of the South Livermore Urban Growth Boundary Initiative.

Section 3. Adoption, Effective Date, and Implementation.

B. **Adoption and Effective Date**. This ordinance shall be adopted by the City Council for the City of Livermore if approved by a majority of qualified electors at the city's general municipal election held on November 8, 2022, and pursuant to California Elections Code section 9217 shall be effective ten (10) days following the date upon which the Livermore City Council declares by resolution the results from that election. Upon the effective date of this initiative, (1) the provisions of Section 2 of the initiative are hereby inserted into the City of Livermore General Plan, as an amendment thereof; except that if the four amendments of the mandatory elements of the General Plan permitted by State law for any given calendar year have already been utilized in the year in which the initiative becomes effective, this General Plan amendment shall be the first amendment inserted into the City of Livermore General Plan on January 1 of the next year. Upon the effective date of this initiative, any provisions of the City Code or of any other City of Livermore ordinance or resolution that are inconsistent with the General Plan amendments adopted by this Initiative shall not be enforced in a manner inconsistent with this Initiative.

C. **Amendments.** This initiative may be amended or repealed only by the qualified voters of the City of Livermore at a City election.

D. **Interim Amendments**. The date that the notice of intention to circulate this initiative was submitted to the elections official of the City of Livermore is referred to in this initiative as the "submittal date." The City of Livermore General Plan in effect on the submittal date as amended by this initiative comprises an integrated, internally consistent, and compatible statement of policies for the City of Livermore. In order to ensure that nothing in this initiative would prevent the

General Plan from being an integrated, internally consistent, and compatible statement of the policies of the City of Livermore, as required by State law, and to ensure that the actions of the voters in enacting this Initiative are given effect, any amendment or update to the General Plan that is adopted between the submittal date and the date that the General Plan is amended by this initiative measure shall, to the extent that such interim-enacted provision is inconsistent with the General Plan provisions adopted by this initiative, be amended as soon as possible to ensure consistency between the provisions adopted by this initiative and other provisions of the General Plan. Likewise, any amendment to the City Code that is adopted between the submittal date and the date that the City Code is amended by this initiative shall, to the extent that such interim-enacted provision is inconsistent with the City Code provisions adopted by this initiative, be amended as soon as possible to ensure consistency between the provisions adopted by this Initiative and other provisions of the City Code.

E. **Conforming Amendments:** The text of the City of Livermore General Plan that refers to the "South Livermore Urban Growth Boundary Initiative, passed by local voters in March 2000," on pages 3-8, 3-52, 3-53, and 3-69, is hereby updated to add after each occurrence of those words, "**and amended by this initiative, passed by the local voters in November 2022**," with the name for this initiative in the ballot for the November 8, 2022 election inserted place of this initiative in that sentence, as well as the areas of the Livermore General Plan amended by this initiative where the words "this initiative" are used.

F. **Other City Ordinances and Policies**: The City of Livermore is hereby authorized and directed to amend the City of Livermore General Plan, all specific plans, the City Code, including the Zoning Code and other ordinances and polices affected by this initiative as soon as possible as necessary to ensure consistency between the provisions adopted in this Initiative and other sections of the General Plan, all specific plans, and other City ordinances and policies.

G. **Reorganization**: The General Plan may be reorganized or readopted in different format, and individual provisions may be renumbered or reordered, in the course of ongoing updates of the General Plan, provided that the provisions adopted by section II of this initiative shall remain in the General Plan unless earlier repealed or amended by vote of the people of the City of Livermore.

H. **Implementing Ordinances**: The City Council is authorized to adopt implementing ordinances, guidelines, rules, and regulations, as necessary, to further the purposes of this initiative.

I. **Enforcement and Defense of Initiative:** The City Council shall take all steps reasonably necessary to enforce this initiative and to defend it against any challenge to its validity.

J. **Project Approvals:** Upon the effective date of this initiative, the City of Livermore and its departments, boards, commissions, officers and employees, shall not grant, or by inaction allow to be approved by operation of law, any general plan amendment, rezoning, specific plan, subdivision map, use permit, amended use permit, building permit, or any other entitlement, that is inconsistent with this Initiative.

Section 4. Severability and Interpretation.

This initiative shall be interpreted so as to be consistent with all applicable Federal, State, and City laws, rules, and regulations. If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this initiative. The voters hereby declare that this initiative, and each section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion thereof would have been adopted or passed even if one or more sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, parts, or portions are declared invalid or unconstitutional. If any provision of this initiative is held invalid as applied to any person or circumstance, such invalidity shall not affect any application of this initiative that can be given effect without the invalid application. This initiative shall be broadly construed in order to achieve its purpose. Any singular term shall include the plural and any plural term shall include the singular. The title and captions of the various sections in this Initiative are for convenience and organization only, and are not intended to be referred to in construing the provisions of this initiative.

Section 4. Exemptions for Certain Projects.

K. This initiative shall not apply to (1) any project that has obtained as of the effective date of the Initiative a vested right pursuant to state or local law or (2) any land that, under state or federal law, is beyond the power of the local voters to affect by the initiative power reserved to the people via the California Constitution.

L. In the event a property owner contends that application of this initiative effects an unconstitutional taking of property, the property owner may request, and the City Council may grant, an exception to application of any provision of this initiative if the City Council finds, based on substantial evidence, that both (1) the application of any aspect of this initiative would constitute an unconstitutional taking of property, and (2) the exception will allow additional or continued land uses only to the minimum extent necessary to avoid such a taking.

Attachments

Attachment 1 – Diagram showing the location of the South Livermore Urban Growth Boundary (UGB) as approved by the voters. The UGB boundaries are not changed by this initiative. This diagram is provided for informational purposes only.

Attachment 1

This diagram shows the location of the South Livermore Urban Growth Boundary (UGB) as approved by the voters on [date] and depicted in the City of Livermore General Plan as Figure 3-6. The UGB location is not changed by this initiative. This diagram is provided for informational purposes only.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Discussion and direction regarding the Draft 2023-2031 Housing Element

RECOMMENDED ACTION

Staff recommends the City Council provide feedback on the Draft 2023-2031 Housing Element.

SUMMARY

The Housing Element is a required element, or "chapter" of Livermore's General Plan. The purpose of a Housing Element is to identify current and projected housing needs and establish goals, policies, and programs to address those needs. Unlike other elements of the General Plan, the City must update the Housing Element on a mandated schedule, or "cycle." Staff and the City's consultant, PlaceWorks (Consultant), are currently updating the Housing Element for the 2023-2031 planning period.

During fall and winter 2021, the project team gathered community input about housing issues and opportunities in Livermore. Feedback from the community, General Plan Advisory Committee, Planning Commission, and City Council informed the Draft Housing Element. The City released the Draft Housing Element on May 4, 2022, for a 30-day public review period.

The Draft Housing Element demonstrates that the City has capacity to accommodate its 4,570-unit Regional Housing Needs Allocation (RHNA) through a combination of existing residentially zoned sites and projected accessory dwelling units (ADUs). The City does not need to rezone land to accommodate its RHNA for the 2023-2031 planning period. In addition, the Draft Housing Element outlines 29 programs the City will implement throughout the planning period to foster diverse housing choices, produce and preserve affordable housing, address fair housing issues, facilitate healthy and safe housing, and collaborate regionally to meet housing needs.

After 30 days, staff and the Consultant will incorporate public comment and feedback from the General Plan Advisory Committee, Planning Commission, and City Council into a revised Draft Housing Element. Staff will submit the revised Draft Housing Element to the State Department of Housing and Community Development (HCD) for its first 90-day review.

Staff expects to receive and incorporate HCD feedback on the draft Housing Element during summer and fall 2022 before returning to the Planning Commission and City Council with the final Housing Element. The Planning Commission decision will be a recommendation to the City Council. The City Council is required to adopt the Housing Element so that it can be submitted to HCD by January 31, 2023.

DISCUSSION

Background

Since 1969, California has required that all cities and counties adequately plan to meet the housing needs of everyone in the community. This is accomplished through a Housing Element, which is a required component of a local government's General Plan. The General Plan is a long-term planning document that helps craft the vision of the city. The purpose of a Housing Element is to identify current and projected housing needs and set goals, policies, and programs to address those needs. City staff and the consultant team are preparing the updated Housing Element as part of the overall Imagine Livermore 2045 General Plan Update that is currently underway.

Unlike other elements of the General Plan, the City must update the Housing Element on a mandated schedule, or "cycle." The City's current Housing Element was adopted by the City Council in 2015 and covers the period from 2015 to 2023. To comply with State law, the City's Housing Element must be updated to ensure the City's policies and programs can accommodate estimated housing growth needs identified in the Association of Bay Area Government's (ABAG) Regional Housing Needs Allocation (RHNA) for the 2023-2031 planning period. This period will be the "6th cycle." In addition, the Housing Element must be reviewed and approved, or "certified" by the State Department of Housing and Community Development (HCD).

The city released a public draft of the Housing Element on May 4, 2022, for a 30-day review period. The General Plan Advisory Committee (GPAC) and the Planning Commission reviewed the Draft Housing Element at public meetings on May 11, 2022, and May 17, 2022, respectively. A verbal summary of feedback from the GPAC and Planning Commission will be provided at the City Council meeting.

Housing Element Outreach

The Draft Housing Element was developed based on substantial community input. Housing was a topic at each General Plan Update community outreach event held to date, including pop-up events throughout the city in the fall of 2021 that reached approximately 500 people.

The community-wide survey conducted for the General Plan Update in September 2021 also included several questions about housing issues. The survey reached 450 Livermore residents aged 18 and over and was conducted in English and Spanish. Respondents identified affordable housing and homelessness as issues of top concern.

From September through December 2021, staff and the consultant team conducted nine consultations with local nonprofits and housing stakeholders to receive one-on-one, targeted input from those who provide services to residents most in need of housing or with special housing needs. The stakeholders included staff from City partners such as Tri Valley Haven, the Pedrozzi Foundation, the Livermore

Housing Authority, La Familia, ECHO Housing, Regional Center of the East Bay, and Centro Legal de la Raza. In addition, staff held a Housing Solutions open house in Springtown and administered an additional bilingual survey specifically targeting members of protected classes for the Assessment of Fair Housing, including low-income renters, Spanish-speaking community members, and people with disabilities.

Overwhelmingly, the outreach process revealed that Livermore, like many other Bay Area jurisdictions, currently has an insufficient stock of affordable housing. The largest housing need identified by stakeholders is for more affordable rental housing like the Chestnut Family and Chestnut Senior development, which is walkable to key services and amenities and close to public transportation. This finding was echoed by the Fair Housing survey, where 64 percent of the survey's 378 respondents identified adding more affordable housing as a top issue the City should address in the Housing Element.

At the November 10, 2021, GPAC meeting, staff and the consultant team presented an overview of the Housing Element update process, provided information on state housing law, and received input and questions. On January 20, 2022, staff and the consultant team attended a study session with the Planning Commission and City Council to introduce the Housing Element process and receive input, direction, and questions for the update.

The Draft Housing Element includes a detailed summary of outreach efforts and feedback received from the community.

Housing Element Contents

The components of the Draft Housing Element include:

- **Executive Summary** - Purpose of the Housing Element, summaries of Housing Needs, Constraints, and Resources, and a summary table of Goals and Policies from the Housing Plan.

- **Chapter 1. Introduction** - An overview of the role of the Housing Element, data sources, outreach and public participation, and General Plan consistency.

- **Chapter 2. Housing Needs Assessment** - Demographic information, including population trends, ethnicity, age, household composition, income, employment, housing characteristics, and more. This section also includes an assessment of fair housing, which is a new requirement for the 6th Cycle Housing Element (2023-2031).

- **Chapter 3. Housing Opportunities and Constraints** - An analysis of governmental and nongovernmental constraints to housing development.

- **Chapter 4. Housing Resources** - An evaluation of the City’s housing resources, housing stock, and potential areas for future development. The housing sites inventory is analyzed in this section.

- **Chapter 5. Housing Plan** - This chapter includes an overview of the City’s progress implementing the goals of the 5th Cycle Housing Element (2015-2023) and outlines updated goals, policies, and programs to address current housing needs in the community. This section identifies the actions the City will take to achieve local housing goals and meet applicable quantified objectives.

- **Appendix A** – Contains the inventory of housing sites available to accommodate the City's Regional Housing Needs Allocation (RHNA).

- **Appendix B** - Contains a matrix evaluating the City's progress implementing programs in the 5th Cycle Housing Element.

Data Sources

The Housing Element relies on multiple federal, state, and local data sources. The Housing Needs Assessment in Chapter 2 includes substantial demographic data from two main data source tools:

1. **Association of Bay Area Governments (ABAG) data package** - ABAG provides a data package that has been pre-approved by HCD and serves as the primary data source for population and household characteristics. Primary sources used in the packet include the California Department of Finance and the U.S. Census. Dates for data included in the ABAG data package may vary depending on the selection of data that was made by ABAG to provide the best data on a particular topic.

2. **Affirmatively Furthering Fair Housing (AFFH) Data Viewer mapping tool** - All data presented in the Assessment of Fair Housing section of the Housing Needs Assessment chapter were collected through the Affirmatively Furthering Fair Housing (AFFH) Data Viewer mapping tool, a tool developed and approved by HCD for use in assessment of fair housing analyses as the most current and accurate data available.

This approach was developed to standardize state-wide datasets for fair housing analyses. Relying on data sources that have been vetted and approved by HCD, the State agency responsible for certifying Livermore's Housing Element, will streamline the certification process and increase the likelihood that HCD will support the information presented as a valid basis for Housing Element programs.

Meeting the Regional Housing Needs Allocation (RHNA)

Table 1 lists the RHNA assigned to Livermore to meet its fair share of the State's housing needs. Livermore was assigned a total of 4,570 units, 2,075 of which are lower income units (1,317 very low-income units and 758 low-income units). State housing law does not require the city to construct the allocated units within the planning period, but does require the city to maintain an inventory of land that is adequately zoned to accommodate the RHNA allocation. HCD recommends an additional 15 percent buffer beyond the required RHNA to account for any sites that develop with fewer units than the city anticipated. Livermore's RHNA, plus a 15 percent buffer is 5,256 units.

Table 1. City of Livermore Regional Housing Needs Allocation 2023-2031

Income Category	**RHNA**
Very Low Income	1,317
Low Income	758
Moderate Income	696
Above Moderate Income	1,799
Total	**4,570**

Chapter 4 of the Draft Housing Element presents an analysis of the city's ability to accommodate the RHNA. Through a combination of existing residentially zoned sites and projected accessory dwelling units (ADUs), the city has capacity to accommodate the 4,570-unit RHNA with a 15 percent buffer. A list of sites and maps of the sites can be found in Appendix A of the Draft Housing Element.

Vacant and non-vacant sites with suitable zoning can accommodate 5,153 units across the income categories. HCD's approved "safe harbor" methodology allows Livermore to assume 325 ADUs over the planning period. This number is based on ABAG's ADU affordability analysis for the region, local fair housing analysis related to ADUs, and the number of ADUs that Livermore has permitted over the past several years. The total capacity of 5,478 exceeds the 5,256 unit goal described above. Table 2 below provides a summary of the approach to meeting the RHNA provided in Chapter 4 of the Draft Housing Element. The city will submit Annual Progress Reports to HCD throughout the planning period to demonstrate progress issuing permits and meeting RHNA.

All sites identified in the inventory are currently designated for residential uses. As a result, the city does not need to designate or rezone new residential sites to satisfy the 6th RHNA cycle. The city is exploring land uses alternatives through the horizon year 2045 as part of the General Plan Update. The land use alternatives will respond to the General Plan Vision, market forecasts, population growth, and economic projections to achieve a balanced land use pattern. Some of the land use alternatives may include new residential designations that could also help meet required residential units in the future 7th (anticipated 2031 through 2039) and 8th (anticipated 2039 through 2047) RHNA cycles.

Table 2. Comparison of Site Capacity and the RHNA

Income Category	**Total RHNA**	**Projected Accessory Dwelling Units**	**Units on Vacant Sites with Suitable Zoning***	**Units on Non-Vacant Sites with Suitable Zoning***	**INSP** Units**	**Total Unit Capacity**	**Surplus RHNA**
Very Low Income	1,317	97	Included in low income total below	Included in low income total below	Included in low income total below	Included in low income total below	Included in low income total below
Low Income	758	98	756	11	1,570	2,532	457
Moderate Income	696	97	569	189	0	855	159
Above Moderate Income	1,799	33	281	24	1,753	2,091	292
Total	**4,570**	**325**	**1,606**	**224**	**3,323**	**5,478**	**908**

*Per State law, units for the lower-income categories can only be allocated on sites with zoning that allows at least 30 dwelling units per acre.
**Isabel Neighborhood Specific Plan

Draft Goals, Policies, and Programs

Chapter 4 of the Draft Housing Element outlines the city’s goals and policies for the 2023-2031 planning period and identifies 29 programs the city will implement to achieve the goals. Most of the programs continue efforts from the 2015-2023 Housing Element, such as producing affordable housing and reducing governmental constraints on housing development. However, the programs were updated and reorganized to better reflect current needs in the community and resources available to meet those

needs. Notable changes to the housing programs include new efforts to meet fair housing requirements and expanded efforts related to healthy and resilient homes and neighborhoods. In addition, many of the programs contain actions that address state goals in addition to local goals. Programs driven by state law are required to be included in the Housing Element.

Next Steps

After the 30-day public review period, staff and the consultant will incorporate public comment and feedback from the General Plan Advisory Committee, Planning Commission, and City Council into a revised Draft Housing Element. Staff will submit the revised Draft Housing Element to the State Department of Housing and Community Development (HCD) for its first 90-day review.

Staff expects to receive and incorporate HCD feedback on the Draft Housing Element during summer and fall 2022 before returning to the Planning Commission and City Council with the environmental document and Final Housing Element. Staff anticipates review of the Final Housing Element by the Planning Commission and City Council in December 2022 and January 2023, respectively. The adopted Housing Element must be submitted to HCD by January 31, 2023.

FISCAL AND ADMINISTRATIVE IMPACTS

The City's 2021-2023 Operating Budget includes General Fund appropriations necessary to cover the General Plan Update including staff time and consultant contract costs of $2.8 million through the end of Fiscal Year 2022-23. The scope of work for the General Plan Update includes the Housing Element Update.

ATTACHMENTS

1. Draft Livermore 2023-2031 Housing Element - May 2022

Prepared by: Tricia Pontau
Associate Planner

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

May 2022
Public Draft

City of Livermore
2023-2031 Housing Element



PLACEWORKS

LIVERMORE
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LIVERMORE
CALIFORNIA

May 2022
Public Draft

City of Livermore
2023-2031 Housing Element

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EXECUTIVE SUMMARY

PURPOSE

The Housing Element addresses one of the most basic human needs for shelter. It also provides a critical link between land use and transportation policies, which define the location, layout, and movement of people and goods. For a region to have a strong and balanced economy, its workers must also have places to live within their economic means. From the perspective of human needs, housing should be high on the hierarchy of policy priorities.

The City of Livermore Housing Element is part of the City's General Plan, which is a comprehensive policy framework guiding the physical, economic, and social development of the City. This update to the Housing Element supersedes the Livermore Housing Element adopted in 2015. The Housing Element is intended to assist the City of Livermore in identifying housing needs for residents of all income levels and developing an action program to meet those needs. The Housing Element should be used in conjunction with the Land Use Element to identify appropriate sites and land use designations for the development of quality, affordable housing. The Housing Element must be internally consistent with other General Plan elements and address State mandates that can restrict the ability of the City to designate certain sites for housing.

The Housing Element consists of five chapters: Introduction, Housing Needs Assessment, Housing Opportunities and Constraints, Housing Resources, and the Housing Plan. The Introduction explains the role of the Housing Element, the data sources used to conduct the housing needs assessment, the public involvement process, and the relationship of the Housing Element to the General Plan. The remainder of this executive summary highlights the key findings and considerations of the other chapters.

HOUSING NEEDS ASSESSMENT

Data in this summary section comes from the Housing Needs Assessment chapter later in this document. Subsection 1.2 Data Sources at the beginning of the Introduction chapter explains the data sources used for the Housing Element.

POPULATION CHARACTERISTICS

- From 2010 to 2020, the population of Livermore increased at an average annual rate of 1.1 percent, about the same as Alameda County's rate of 1.2 percent.
- The median age for Livermore was 39.8 years of age in 2020, slightly older than Alameda County's median age of 37.6.
- Residents aged 15 to 24 decreased in number and proportion from 2010 to 2020 in both Livermore and Alameda County. In Livermore and the county, this decrease was countered by a large increase in adults ages 65 to 74 over the same time period.
- The ethnic makeup of Livermore in 2019 was nearly 65 percent white. Nearly 21 percent of the population identified as Hispanic or Latino, and 8 percent of residents were Asian. Smaller percentages of residents fell into other racial and ethnic groups.
- In 2019, 3.0 percent of Livermore's residents and 5.9 percent of Alameda County residents had less than a high school degree. Both figures represent an increase from 2010 statistics.

- Livermore's average unemployment rate in 2019 was 3.1 percent, lower than the County's unemployment rate of 3.9 percent.
- There were 46,110 employed residents in Livermore in 2020, compared to a local employment base of 48,136 jobs.

HOUSEHOLD CHARACTERISTICS

- According to the Department of Finance, Livermore had 32,390 households in 2020, an 11.2 percent increase in households from 2010.
- Livermore had a higher percentage of family households in 2019 (74.4 percent), compared to Alameda County (66.6 percent).
- A total of 28.7 percent of Livermore households had incomes defined as either extremely low, very low, or low (up to 80 percent of Area Median Income (AMI). Livermore had a lower proportion of extremely and very low-income households, accounting for approximately 17.2 percent, compared to 26.7 percent countywide.

SPECIAL NEEDS GROUPS

- State Housing Element Law defines "special needs" groups to include the following: senior households, female-headed households, large families, persons with disabilities (including those with developmental disabilities), homeless persons, and agricultural workers.

Seniors

- In 2020, 13.3 percent of Livermore residents were seniors, defined as 65 years of age or older.
- As of 2017, 45.7 percent of senior households were lower income (up to 80 percent of Area Median Income (AMI)).

Female-Headed Households

- In 2019, Livermore had 2,657 female-headed households, approximately 8 percent of all households. About 9.3 percent of female-headed families with children under 18 lived in poverty.

Large Households

- In 2019, there were 3,248 large households (five or more persons) in Livermore, representing approximately 10.2 percent of all households. Alameda County's population was very similar, with 10.0 percent of all households considered large.
- A large household generally requires a home with at least three bedrooms. According to 2019 estimates, approximately 74.3 percent of Livermore's total housing units (both owned and rented) had three or more bedrooms, significantly more than Alameda County's proportion of large units. However, only 36.5 percent of the rental stock in Livermore had three or more bedrooms.

Disabled

- In 2017, approximately 8.2 percent of the Livermore population ages 5 to 64 classified themselves as disabled.

- There are 43 licensed community care facilities in Livermore. These facilities provide a supportive environment to persons with special needs.
- There are ten affordable housing developments and shared housing projects built specifically for adults with developmental or psychiatric disabilities in Livermore.
- Many of the projects in Livermore's affordable housing inventory and development pipeline have both accessible units and services to support residents with disabilities

Homeless Persons

- In January 2019, the EveryOne Home community organization conducted an Alameda Countywide Homeless Point-in-Time Homeless Count and Survey. This survey found that about 8,022 people in Alameda County are homeless at any given point in time.
- The point-in-time count found that there were 264 homeless people in Livermore at that time.
- The City of Livermore partners with local non-profit organizations to offer safety net services for persons who are experiencing homelessness or fleeing domestic violence.

Farm Workers

- It is estimated that there were 314 people in the Agriculture and Natural Resources industry in 2019.

HOUSING STOCK CHARACTERISTICS

- The majority (68.9 percent) of the housing stock in Livermore consists of single-family detached homes, whereas Alameda County's proportion is slightly over half (52.2 percent). Multifamily units make up 19.0 percent of the housing stock in Livermore and 38.6 percent of the stock of Alameda County.
- The proportion of owner-occupied housing in Livermore (75.9 percent) is greater than that of Alameda County (50.8 percent).
- Livermore experienced an increase of approximately 2,386 housing units from 2010 to 2020, averaging 238 new homes per year and accounting for approximately 7.9 percent of total housing production in the county.

HOUSING AFFORDABILITY

- The median home sale price of 2010 ($522,00) increased by 65.7 percent to $865,106 in 2020. This trend has been part of the overall housing affordability crisis in the Bay Area and the state.
- Due to the continued increase in home sale prices, only above moderate-income households can afford the typical median price for a home in Livermore. In other words, homes in Livermore remain unaffordable to even moderate-income households without down payment assistance.
- Rental housing in Livermore has similar trends to rental prices of Alameda County. One-bedrooms averaged approximately $2,206 per month in Livermore in 2022. Rents for two-bedroom units averaged $2,565, three-bedroom units averaged $3,262, and the average for four-bedroom units was $3,636.

- In general, extremely low- and very low-income households cannot afford market rental or owner-occupied housing.
- In 2018, overall 17.7 percent of occupied households were paying more than 30 percent of their income on housing. Renters have a higher cost burden than homeowners, with 25.2 percent of renters and 10.6 percent of owners paying more than 30 percent of their income on housing.
- There is a higher incidence of overcrowding among renter-occupied households than owner-occupied households in Livermore. Livermore has a larger percentage of renter-occupied households with 1.0 to 1.5 occupants per room (5.6 percent) than owner-occupied units (1.0 percent). This rate of renter overcrowding has increased significantly since adoption of the last Housing Element.

HOUSING OPPORTUNITIES AND CONSTRAINTS

Data in this summary section comes from the Housing Opportunities and Constraints chapter later in this document and the Assessment of Fair Housing section.

MARKET CONSTRAINTS

- As of January 2022, residential properties in Livermore had prices ranging from as low as 37 cents per square foot of floor area to $10 per square foot. This range can be attributed to varying locations of the land, existing infrastructure, and other parcel-specific factors such as environmental conditions and topography.
- A typical single-family detached unit of 2,000 square feet would cost approximately $415,545 per unit to build, including land. Based on recent multifamily developments in the city, a multifamily apartment complex would cost approximately $213,931 per 856-square-foot unit.
- It is difficult for low- and moderate-income first-time homebuyers to enter the market. The City offers a down payment assistance program to facilitate additional access to financial resources for lower- and moderate-income households to attain homeownership, as well as home improvement assistance for low- and moderate-income households.
- White and Asian applicants are overrepresented in originated loans in Livermore, while Latinx, Black, and applicants of other races (e.g., American Indian, Alaskan Native, Native Hawaiian or other Pacific Islander, two or more race, or other) were underrepresented. Asian applicants seem have to the highest success rate for securing a mortgage loan. The City has Programs 3.4.1 and 5.2.1 to address these disproportionalities by implementing targeted and multilingual outreach strategies and programs and removing barriers to homeownership.

GOVERNMENTAL CONSTRAINTS AND OPPORTUNITIES

- In 2010, the City adopted the Livermore Development Code, which describes zoning districts and regulations. It also provides a clear roadmap for the entitlement of development projects. The Development Code ensures consistency with the General Plan, existing policies and procedures, and applicable state regulations. The code includes form-based regulations, revisions of outdated development regulations and zoning districts, and an update of its parking regulations for tandem parking and smaller units (studios and one bedrooms). The code has been periodically updated since 2010. The City's comprehensive General Plan Update

is currently underway and will update land uses and policies as needed to address the City's vision through 2045. The Housing Element will be adopted prior to the other General Plan elements, however, all elements will align in the final General Plan.

- An analysis of the City's existing land use controls, growth management policies, and development review process indicates that the City is not unreasonably restrictive but facilitates development through its zoning and other standards.
- The City complies with the most recent provisions of State density bonus law.
- Projects involving multiple planning applications can have fees reduced by 10 percent. Planning fees are based on anticipated staff processing and review time and are charged at the time an application for development is received. Other development fees are collected as part of the building permit issuance process.
- The City provides Reasonable Accommodation to persons requesting modifications to their homes for accessibility improvements. Requests for flexibility in development standards in order to accommodate accessibility improvements have been codified in the City's Development Code and are reviewed and approved at the staff level.

HOUSING RESOURCES

- The Association of Bay Area Governments (ABAG) is responsible for developing the Regional Housing Needs Allocation (RHNA) for the City of Livermore. The current RHNA plans for an eight-year period, from June 30th, 2023, through December 15th, 2030. For the current projection period, ABAG has determined that City's share of the RHNA is 4,570 new housing units.
- Based on residential capacity in the General Plan and Specific Plan areas, the sites identified in the land inventory would accommodate a total of 5,538 units, which exceeds the RHNA of 4,570.
- The City of Livermore has access to a variety of existing and potential funding sources available for affordable housing activities, including affordable housing fees, Community Development Block Grants (CDBG), HOME funds, and Section 8 vouchers. The City actively works with neighboring cities, County agencies, and numerous non-profit organizations to provide affordable housing and human service programs.
- The City has a number of policies and programs to encourage energy conservation and green building. In 2022, the City will adopt an updated Climate Action Plan with the goal of reducing greenhouse gas emissions and improving resilience within the community.

HOUSING PLAN

This Housing Element contains goals, policies, and programs outlined in Table ES-1 and discussed in more detail in Chapter 5, Housing Plan. Since adoption of its existing Housing Element in 2015, the City has proactively worked to implement the goals, policies, and programs aimed at conserving, improving, and expanding the City's affordable housing stock. The City has advanced goals for accommodating special needs groups and increasing the energy efficiency of residential buildings.

Table ES-1: Summary of Housing Element Goals and Policies	
Goals	***Policies***
G-1 Diverse Housing Choices	P 1.1: Develop and maintain a sites inventory with adequate densities and development standards to meet the Regional Housing Needs Allocation (RHNA) in all income categories.
	P 1.2 Facilitate the development of a range of housing types through area planning efforts.
	P 1.3: Update the Development Code to simplify standards, expand opportunities for a greater variety of housing types, and maintain consistency with State law.
	P 1.4: Reduce governmental constraints on housing development through permit streamlining, reasonable development fees, and transparent and accessible information.
	P 1.5: Encourage the development of housing for individuals with special needs, including those with disabilities, large families, seniors, and people experiencing homelessness.
G-2 Well-Managed Growth	P 2.1: Encourage the provision of affordable housing, infill development, and mixed-use projects in locations served by existing infrastructure, particularly transit services.
G-3 Affordable Housing Production and Preservation	P 3.1: Facilitate the production of affordable housing through the regulation of and incentives to new development.
	P 3.2: Pursue and utilize a variety of funding resources and partnerships to develop housing that is affordable to lower- and moderate-income households, families, and seniors.
	P 3.3: Communicate regularly with the community to increase awareness of affordable housing policies and programs.
	P 3.4: Provide linguistically accessible and culturally relevant housing assistance to lower and moderate-income households and other households with special needs.
	P 3.5: Preserve affordable housing that is at risk of converting to market rate housing.
G-4 Healthy and Resilient Housing and Neighborhoods	P 4.1: Promote housing design features that improve public health, safety, and resilience in new residential structures and retrofits to existing residential units.
	P 4.2: Improve physical conditions, services, and accessibility in residential neighborhoods.
G-5 Affirmatively Further Fair Housing	P 5.1: Prevent housing discrimination through outreach, education, and engagement with landlords, tenant services providers, and renters.
	P 5.2: Develop programs and policies that remove fair housing barriers and prevent displacement.
G-6 Regional Cooperation to Address Housing Needs	P 6.1: Foster regional cooperation and partnerships to address regional housing issues related to affordability, homelessness, racial and economic segregation, and special housing needs.

1. INTRODUCTION

Housing is a basic human necessity and the need for adequate housing is shared by all residents. People want living spaces where they have dignity, can express their individuality, and are comfortable and healthy. Safe, well-maintained housing is a basic necessity for everyone. Therefore, the City of Livermore strives to provide a diversity of housing types, costs, and locations to serve the variety of needs and wants of residents.

1.1 ROLE OF HOUSING ELEMENT

The California State Legislature has identified the attainment of a decent home and suitable living environment for every citizen as the State's major housing goal. Recognizing the important role of local planning programs in the pursuit of this goal, the Legislature has mandated that all cities and counties prepare a Housing Element as part of the comprehensive General Plan. Section 65583 of the Government Code sets forth the specific components to be contained in a Housing Element. In the ABAG region state law requires Housing Elements be updated at least every eight years to reflect the changing housing needs of a community. Livermore's Housing Element was last updated in 2015. This Housing Element update is for the 2023-2031 planning period.

The Housing Element consists of the following major components:

- An analysis of Livermore's demographic profile, housing characteristics, existing and future housing needs, and a fair housing assessment (Chapter 2).
- A review of potential market, governmental, and environmental constraints to housing development (Chapter 3).
- An evaluation of the land, financial, and organizational resources available to address the identified housing needs (Chapter 4).
- A housing plan to address the identified housing needs, including a statement of goals, policies, and programs (Chapter 5).

1.2 DATA SOURCES

Various sources of information contribute to the Housing Element. The Association of Bay Area Governments (ABAG) provides a data package that has been pre-approved by the State Department of Housing and Community Development (HCD) and serves as the primary data source for population and household characteristics. Dates for data included in the ABAG data package may vary depending on the selection of data that was made to provide the best data on the topic. Several additional data sources were used to supplement the 2021 ABAG Data Package:

- Population and demographic estimates and projections by ABAG and the California Department of Finance.
- Housing market information, such as home sales, construction costs, and rents, updated via online surveys and City records.
- Data on special needs groups, the services available, and gaps in the service delivery system provided via service provider stakeholder interviews.

Lending patterns for home purchase and home improvement loans through the Home Mortgage Disclosure Act (HMDA) database.

1.3 OUTREACH AND PUBLIC PARTICIPATION

OUTREACH

Opportunities for input on Livermore's 2023–2031 Housing Element were provided through various forums. One significant method was via outreach for the General Plan Update currently underway. A main venue for sharing information with the public was through posting information about the Housing Element Update on the General Plan Update page on the City's website.

The City sought participation and input from people who represent the full range of demographics, perspectives, and experiences in the Livermore community, , including existing residents, local workers, the residential development community, nonprofit housing developers, housing advocates, historically underrepresented community members, and community organizations representing special needs groups such as older adults, youth and students, immigrants, people experiencing homelessness and people with disabilities. Details of the outreach efforts follow.

Outreach as Part of General Plan Update

The City participated in three pop-up outreach events for the General Plan Update and Housing Element Update in Fall 2021 on October 10th at the Rincon Library, October 14th at the Farmers Market, and October 30th at a Dia de los Muertos event. The team engaged with 50 people at the Rincon Library event, 60 people at the Farmers Market, and 40 people at the Dia de los Muertos event. The City used two outreach boards, both of which were in English and Spanish. The first outreach board asked participants, "What is important for Livermore over the next 20 years?" Participants placed dots on a matrix of issues according to whether the issue was "not important," "somewhat important," or "very important." At the Rincon Library pop-up and Dia de los Muertos event, the three issues that received the most dots were "ensuring diversity and equity," "making housing affordable," and "preventing and responding to the effects of climate change." At the farmers market event, the top three issues were "making housing affordable," "supporting agriculture, quality open space, and recreation," and "being prepared for emergencies and safety."

The second outreach board asked participants for their input on housing issues. Similar to the first activity, participants ranked their answers "no need," "mild need," or "huge need." Every issue received votes at all three events. The top four issues were: "providing housing services for people experiencing homelessness", "decreasing housing costs" and "providing housing for families and young people". At all events, both boards had the website link to ImagineLivermore2045.org and a QR code to ensure community members could stay connected and involved throughout the planning process.

The City also released a survey through the firm FM3 as part of the General Plan Update that incorporated questions about housing issues. The survey was made available from September 9th to 30th, 2021. The population that participated in this survey were Livermore residents ages 18 and older. The contact methods were telephone calls, postcard invitations, text invitations, and email invitations. Data were collected through telephone interviews and online interviews. The majority of respondents were ages 40 to 49 (22 percent) and 50 to 64 (24 percent). Most were white (60 percent), and the other 40 percent was divided between Latino/Hispanic (17 percent), Black/African American (2 percent), and Asian/Pacific Islander (8 percent), and 13 percent chose "other" or declined to state their ethnicity. Respondents' educational background included high school or less (15 percent), some college (34 percent), four-year degree education (29 percent), postgraduate (18 percent), and four percent refused to answer the question. The survey identified

affordable housing (21 percent) and homelessness (19 percent) as issues of top concern for residents.

Stakeholder Meetings

In September through December 2021, nine consultations were conducted with local nonprofits and housing stakeholders to receive one-on-one, targeted input from those who provide services for those most in need of housing or with special housing needs. Representatives from the following organizations were interviewed:

- Regional Center of the East Bay (RCEB) on September 22nd
- Eden Council for Hope and Opportunity (ECHO) on October 4th
- EveryOneHome/Alameda Continuum of Care (CoC) on October 12th
- Livermore Housing Authority on October 13th
- Eden Housing on October 19th
- Centro Legal de la Raza on October 22nd
- Pedrozzi Foundation on November 30th
- Tri Valley Haven on December 2nd
- La Familia on December 17th

In each of the consultations, stakeholders were asked some or all of the following questions, depending on the type of organization they represented:

- Opportunities and concerns: What three top opportunities do you see for the future of housing in Livermore? What are your three top concerns for the future of housing in Livermore?
- Housing Preferences: What types of housing do your clients prefer? Is there adequate rental housing in the county? Are there opportunities for home ownership? Are there accessible rental units for seniors and persons with disabilities?
- Housing barriers/needs: What are the biggest barriers to finding affordable, decent housing? Are there specific unmet housing needs in the community?
- Housing conditions: How do you feel about the physical condition of housing in Livermore? What opportunities do you see to improve housing in the future?
- Unhoused Persons: How many unhoused persons are in Livermore?
- Housing Equity: What factors limit or deny civil rights, fair housing choice, or equitable access to opportunity? What actions can be taken to transform racially and ethnically concentrated areas of poverty into areas of opportunity (without displacement)? What actions can be taken to make living patterns more integrated and balanced?
- How has COVID-19 affected the housing situation?

Overwhelmingly, the consultation process revealed that the Livermore (and many other Bay Area jurisdictions) currently has an insufficient stock of affordable housing. In addition, there is insufficient funding for programs that provide rent or "shallow" subsidies for those in need. The City was applauded by a stakeholder for its awareness and proactivity in accessing available State and federal funds dedicated to housing projects. The top housing need is for more affordable rental housing like the Chestnut Family and Chestnut Senior development, which is close and walkable to key services and amenities and close to public transportation.

Additional barriers include language, especially lack of language accessibility from other organizations and institutions; transportation; finances; and the necessity to share housing with other families. Families are working three or more jobs to make ends meet.

Support is also greatly needed for housing navigation, especially support with accessing affordable housing opportunities. Linguistically and digitally accessible communication methods are essential.

Other identified housing opportunities to pursue include tiny houses, accessory dwelling units (ADUs), and shared housing and producing more housing in general for single adults (studios, scattered sites, single room occupancies, etc.).

To facilitate more affordable housing developments in Livermore, the stakeholders suggested expanding the toolbox of incentives and mechanisms offered to affordable housing developers (e.g., expedited review of affordable housing projects, review priority for affordable housing projects). Regularly, affordable housing developers are funded by a variety of state and federal funding sources that have strict deadlines for project completion—a "use it or lose it" situation. If the affordable housing project is not complete within that time frame, the affordable housing project falls through and the units are lost. The stakeholders felt that most market-rate projects likely have the financial padding to absorb these scheduling pressures, but many affordable housing developers struggle financially to keep projects afloat.

The City could take the initiative to adopt new ordinances to protect its renting community, such as just-cause protections, rent control ordinances, and other housing and tenant-centric protections to help keep people housed. According to a stakeholder, the City of Oakland has the most defensible tenant protection laws in the Bay Area and should be used as a blueprint for the City of Livermore to adopt its own tenant protection laws.

Open House at Owl's Landing

City staff held a Housing Solutions Open House at Owl's Landing Apartments in Springtown on December 17th, 2021. This multilingual, family-friendly event had activities and gifts for children and solicited input from community members on housing needs and solutions. The event was conducted in English and Spanish. Of the 17 people who attended, most were Spanish speakers. The following points capture the main themes of the input received at the open house:

- Immigration status is a huge barrier for community members' access to affordable housing. Accepting individual taxpayer identification number (ITINs) in affordable housing programs, especially for the City's existing below market-rate housing program, would help expand access.

- Economic stability
  - Credit scores are another major barrier for accessing affordable housing. Community members need support establishing credit and accessing economic opportunity to strengthen credit.
  - Gig workers and those who are self-employed struggle to document income in order to purchase or rent.

- Property management and housing condition needs
  - Surveillance and lighting.
  - More maintenance of play structures and playgrounds for kids.
  - Spanish language services.

  - More activities and services for adults, such as classes and community building events.
  - Property management customer service and conflict resolution.
- Affordable housing renters are interested in accessing homeownership opportunities but need the ability to save for homeownership without losing their existing housing.
- Language access for both housing navigation and affordable housing property management.
- Key access barriers: language, housing navigation, need for social security numbers, income documentation for gig workers and entrepreneurs.
- Most participants agreed with the existing Housing Element goals. The top goals were:
  - Build more affordable housing.
  - Energy efficiency.
  - Safe, family-friendly housing for low-income households.

Livermore Housing Needs Survey

In order to solicit input from members of protected classes for the Assessment of Fair Housing, the City administered a survey on housing needs and barriers in English and Spanish that was distributed to the affordable housing interest list and at the Housing Solutions Open House. A total of 378 responses were collected between December 7th and December 17th, 2021. The majority of respondents were low-income renters of color living in Livermore. A substantial number of respondents were also local workers and people who want to live in Livermore.

Table 1-1: Livermore Housing Needs Survey Respondent Characteristics

Respondent Characteristic	*Total*	*Proportion*
Livermore Residents	220	58%
Livermore Workers	147	39%
Prospective Livermore Residents	135	36%
Respondents of Color	238	63%
Latinx	105	28%
Experiencing Homelessness	21	6%
Families with Children	198	52%
Have a disability	90	24%
Renters	218	58%
Living in or near poverty (earning less than $30,000 per year)	72	19%
Lower Income (earning less than $80,000 per year)	255	67%

Results

The top three housing issues that respondents feel the City should address are:

1. Adding more affordable housing (64 percent of respondents identified this as a top issue)
2. Decreasing housing costs
3. Creating more homeownership opportunities

These three issues were regularly ranked as the top housing issues when results were disaggregated by respondent characteristics and demographics.

Other housing issues that a significant number of respondents identified as priorities for the Housing Element include:

- Providing housing and services for people experiencing homelessness
- Ensuring housing is safe and in good condition
- Preventing housing discrimination

Housing costs were identified as the primary barrier for living in Livermore. Other barriers identified by respondents include:

- Economic insecurity and/or access to quality jobs
- Housing search
- Racial segregation and/or discrimination
- Credit score, income documentation, and income requirements (e.g., being required to earn three or more times the monthly rate)
- Economic segregation and/or discrimination
- Housing voucher access
- Prior records and legal status, such as not having a social security number, having a prior eviction on one's housing record, or being formerly incarcerated
- Local preference given to those who live/work in Livermore for affordable housing vacancies can be a barrier for those who don't already live or work in Livermore

Additional housing needs and issues identified by survey respondents include:

- Family housing
- Transportation and congestion
- Senior housing
- Housing for single adults
- Affordable housing opportunities for middle-income community members and aspiring homeowners
- Backyards and green space
- Housing for people with disabilities
- Emergency housing

GENERAL PLAN ADVISORY COMMITTEE

The General Plan Advisory Committee (GPAC) received a presentation on the Housing Element Update at their virtual meeting on November 10th, 2021. The GPAC is made up of a group of citizens who represent a variety of backgrounds and community perspectives. GPAC meetings are open to the public. The purpose of the meeting was to provide an overview of the Housing Element, identify the City's draft Regional Housing Needs Allocation, describe the need to comply with State Housing Element law, and summarize recent State legislation governing housing element updates. Following a brief presentation on this topic, the GPAC asked clarifying questions.

1. Do the Regional Housing Needs Allocation units carry over from housing cycle to housing cycle if the sites are not developed?
2. Did the City of Livermore accept the Regional Housing Needs Allocation? There are other cities who are contesting their housing allocations.
3. Are the housing sites in the Isabel Neighborhood Specific Plan already accounted for in the 5th Housing Element Cycle?
4. What happens if the Isabel Neighborhood Specific Plan develops with fewer housing units than identified in the housing sites inventory?
5. Can you please clarify the relationship between Senate Bill 166 and the housing sites inventory?
6. Can a parcel be identified as a housing site if it is not currently zoned for housing?
7. Will parks and open space areas be considered for potential housing sites?
8. How do the Association of Bay Area Government's Priority Development Areas factor into the identification of the housing sites inventory?
9. The 6th Housing Element Cycle doesn't cover the General Plan horizon of 2045. How will the General Plan account for future housing element cycles?
10. What is the overall scope of the Housing Element?
11. When will the draft of Affirmatively Furthering Fair Housing programs and policies be ready?
12. How can the GPAC help make it so the Housing Element includes policies that actually help get the housing sites developed?
13. In addition to low-income housing, will the Housing Element look at the housing needs of seniors, people with disabilities, etc.?
14. What policies and programs can be considered as part of the Housing Element Update versus what is covered by the General Plan and Zoning Code? For example, cutting back on allowing in-lieu fees?
15. Can the Housing Element identify barriers to realizing mixed-use developments?
16. Can the City provide subsidies for accessory dwelling units?
17. The Housing Element should have a section that explains the State housing law requirements.
18. What is the community outreach process for the Housing Element?
19. Can the GPAC review the results of the stakeholder interviews?
20. What aspects of the Housing Element will go to the City Council while the GPAC is still meeting?
21. What is the schedule for the Housing Element Update?
22. Is it possible to make the Housing Element background data available on ImagineLivermore2040.org?
23. Are housing developers allowed to pay an in-lieu fee instead of providing low-income housing on-site?
24. Is there a City policy that requires housing developers to provide affordable housing on-site? If not, how often are developers allowed to pay an in-lieu fee instead of providing affordable housing on-site?
25. What price house can a low-income household afford?
26. What is the City's current jobs-to-housing ratio?
27. Does the State require nearby cities like Dublin, Pleasanton, San Ramon, and Danville to also provide affordable housing at a minimum density of 30 dwelling units per acre?

28. What is the distribution of residential project sizes in Livermore so we can get a better perspective on the size of projects being built and where housing opportunities come from so we can understand apportioning of affordable units?
29. We need a figure that shows the vacant and underdeveloped parcels in Livermore.

City staff and the consultant team responded to questions during the meeting, as was possible. No public comments were received at the meeting. The presentation provided at the meeting was posted on the City's General Plan Update website.

PLANNING COMMISSION/CITY COUNCIL STUDY SESSION

As part of the community outreach on the Livermore Housing Element Update, the City held a joint Planning Commission/City Council Study Session on January 20th, 2021. The City's consultant provided a presentation that included overview of the Housing Element, discussion of the City's draft Regional Housing Needs Allocation, and a summary of recent State legislation governing housing element updates. Public comment was received, and the Planning Commission and Council asked questions and discussed housing issues in the city.

Public comments focused on:

- Looking for Housing Element sites in areas already planned for housing but also possibly considering suitable sites for rezoning to allow housing.
- City should require that affordable units be built under the City's Inclusionary Regulations rather than allowing an option to pay a fee.
- Some of the new state housing laws are being challenged.
- Shouldn't plan for beyond 2031 and shouldn't expand the North Livermore urban growth boundary. Plan for Housing Element sites inside the existing city limit.
- Would like to see a map of areas suitable for housing inside the city.
- Would like the updated housing element to have more maps. The existing housing element doesn't have enough maps.

Commission and Council discussion and questions are:

- Why was there such a large increase in the RHNA?
- On the RHNA, there is a difference between jurisdictions based on the characteristics of each jurisdiction.
- Concerned about the issue of underhousing/overcrowding. Noted that this issue has been considered in the RHNA allocation process for the first time.
- There are many challenges to the new state housing laws.
- Thinks the City has sites available to meet its RHNA.
- Explain what "Metropolitan" means in the definition of the City's default density category.
- Describe the concept of a "no net loss" buffer.
- Discuss additional analysis needed for nonvacant sites.
- Provide information about how the Housing Element timeline and the rest of the General Plan timeline work together.

- Hoping the Housing Element will include strategies for how to actually get housing built.
- Has the City looked into utilizing Senate Bill 10?
- Is the City planning to rely on ADU projections for the Housing Element?
- Would like to see programs to support homeowners who build ADUs.
- What options is the City looking at to accommodate residential need?
- Can we state that there is no need to go beyond the urban growth boundary?
- Will the public draft Housing Element have alternatives for different places to locate housing?
- Will there be any opportunity for additional Planning Commission input before the final draft Housing Element?
- Public input is important but with the understanding that this is a very complex set of requirements that goes into the Housing Element, some of which isn't very flexible.
- What are the consequences of noncompliance and benefits of compliance for the Housing Element?
- A Council Member mentioned they have met with the Terner Center and they may be able to do some education locally.
- Important to speak clearly to the community.
- In the field of Planning the past used to predict the future. How does water availability, transit, and other factors affect housing? This changes over time.
- How do we know the City will end up with a land use map with a balance of important allowed uses?
- Will the City have the information from the General Plan process available to inform Housing Element decisions?
- Concerned about service businesses.

PUBLIC HEARINGS

[to be completed in later drafts once public hearings occur]

1.4 RELATIONSHIP TO THE GENERAL PLAN

The 2023-2031 Housing Element is a key component of the Livermore General Plan, which was last comprehensively updated and adopted in 2004 and for which a new comprehensive update is in progress. The comprehensive General Plan Update will be completed soon after the Housing Element is updated. To the extent possible, the City will coordinate consistency with the other element updates prior to Housing Element adoption. Final consistency between all other elements and the Housing Element will be confirmed before adoption of the General Plan Update.

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2. HOUSING NEEDS ASSESSMENT

The Housing Needs Assessment serves as the foundation for developing the City's housing goals, policies, and programs outlined in the Housing Plan (Chapter 5 of this Housing Element). This chapter analyzes relevant population and housing characteristics to determine the specific housing needs of Livermore residents. Important characteristics include: demographics, household characteristics, special housing needs, and housing stock characteristics. This chapter also includes the fair housing assessment.

This chapter references the most recently updated official government data as well as private market data. The decennial census is the primary source, along with the American Community Survey (ACS). The ACS is a mandatory, ongoing statistical survey that samples a small percentage of the population every year. This survey, conducted by the Census Bureau, produces population and housing information every year but, unlike the decennial census, only samples a small portion of households.[1] Additional data sources are referenced when appropriate.

2.1 REGIONAL POPULATION AND ECONOMIC CONTEXT

Livermore is in eastern Alameda County, part of the nine counties that make up the San Francisco Bay Area, which had a total population of 7.7 million people in 2020. According to the Bureau of Labor Statistics, the regional economy employed approximately 2.3 million people in 2020.[2] The Health, Education, and Social occupational sector employs the most residents; other significant sectors include Professional and Waste Management, Manufacturing, and Retail.

Alameda County has a population of approximately 1.7 million people, making it the second most populous county in the region and the seventh most populous county in the state. Economic growth has increased slightly overall from 2010 to 2020. According to the ABAG data package, the number of employed residents in the county increased 20.4 percent between 2010 and 2020. Strong residential growth has also continued to be a common trend in Alameda County. Between 2010 and 2020, the county's total population increased 10.6 percent. Livermore's population increased 13.5 percent during the same time.

2.2 POPULATION CHARACTERISTICS

The type and amount of housing needed in Livermore is in part determined by the characteristics of the population. Characteristics such as age, household makeup, cultural background, employment location, and population growth trends influence the type of housing a community needs. These characteristics also affect residents' ability to afford housing. For example, housing needs and preferences, as well as income-earning ability, change as people age. This section outlines these characteristics as they impact housing need.

POPULATION TRENDS

Beginning in the mid-1950s, Livermore evolved from a small agricultural town into a bedroom community for the region. By the 1980s, Livermore had expanded additional industries, including commercial, light industrial, warehouse, and office development, adding to its residential base.

[1] The Census Bureau combines the data from the samples to generate three- and five-year estimates. This means that a given figure from the 2013-19 five-year estimates represents the average from 2013 through 2019.

[2] U.S. Bureau of Labor Statistics. May 2020 Metropolitan and Nonmetropolitan Area Occupational Employment and Wage Estimates: San Francisco-Oakland-Hayward, CA. https://www.bls.gov/oes/current/oes_41860.htm

The continued population growth in the Bay Area has maintained consistent demand for housing in Livermore, spurring more residential development.

As shown in Table 2-1, the average annual growth rate in Livermore between 2020 and 2040 is predicted to be 0.7 percent, which is slightly less than the average annual growth rate expected for Alameda County overall. Based on that growth rate, the city is expected to grow by 12,439 people between 2020 and 2040.

Table 2-1: Population Growth 2020–2040

Geography	2020	2040	Average Annual Growth Rate
Livermore	91,861	104,300	0.7%
Alameda	80,884	95,500	0.9%
Albany	17,055	22,500	1.6%
Berkeley	116,761	140,100	1.0%
Dublin	64,695	73,800	0.7%
Emeryville	12,586	21,000	3.3%
Fremont	234,239	275,500	0.9%
Hayward	158,089	188,000	0.9%
Newark	48,859	57,600	0.9%
Oakland	435,514	551,100	1.3%
Piedmont	11,296	11,300	<0.1%
Pleasanton	78,371	91,800	0.9%
San Leandro	87,289	107,600	1.2%
Union City	72,779	82,500	0.7%
Alameda County	1,670,834	1,987,900	0.9%

Source: California Department of Finance, E-5 Series; ABAG Data Packet, 2021.

Table 2-2 shows that although there is a projected increase in population between 2020 and 2040, there is a projected decrease in the average household size in Livermore.

Table 2-2: Livermore Projected Population Growth, 2020–2040

	2020	2040	Average Annual Growth Rate, 2020–2040
Population	91,861	104,300	0.7%
Persons per Household	2.87	2.66	---

Source: California Department of Finance, E-5 Series; ABAG Data Packet, 2021.

AGE

Table 2-3 shows that the median age for Livermore residents was 39.8 years of age in 2020, slightly older than Alameda County's median age of 37.6. As a result of an aging population, both geographies experienced an increase in the median age between the years 2010 and 2020, continuing this existing trend.

Table 2-3: Median Age: Livermore and Alameda County, 2010 and 2020		
	2010	***2020***
Livermore	38.3	39.8
Alameda County	36.6	37.6

Source: U.S. Census Table S0101 2010 & 2019 5-Year Estimates.

As shown in Table 2-4, those aged 45 to 54 composed the largest age group in Livermore (15.5 percent). However, adults aged 45 to 54 decreased in absolute number and proportion of the population between 2010 and 2020, reflecting the increase in median age in both Livermore and Alameda County during that time. Those aged 55 to 64 were the second largest age group in the city and accounted for 14.2 percent of the population. The largest percentage increase between 2010 and 2020 was in the 65 to 74 age group (4.7 percent increase). Additionally, there was a 1.2 percent decrease in the 15 to 24 age group. The numbers in this age group for the county also decreased but by a slightly smaller percentage of 0.4 percent.

Population age affects housing needs because each demographic age group, or cohort, has distinctive preferences. This follows national trends as the large Baby Boom age cohort (persons born from 1945 to 1965) continue to age and the smaller Generation X age cohort (persons born from 1965 to 1980) forms families that are smaller in size than the previous generation. Young families with children often prefer single-family homes. While some seniors choose to live in single-family homes, their preferences may start to lean toward condominiums and other living arrangements.

Table 2-4: Age Distribution: Livermore and Alameda County, 2010–2020										
	Livermore					***Alameda County***				
	2010		***2020***		***2010–2020***	***2010***		***2020***		***2010–2020***
Age Group	***Number***	***Share***	***Number***	***Share***	***Percent Change***	***Number***	***Share***	***Number***	***Share***	***Percent Change***
Under 5	5,360	6.6%	6,424	7.2%	1.9%	97,546	6.6%	96,849	5.8%	-0.1%
5–14	11,519	14.2%	11,663	13.0%	0.1%%	183,269	12.4%	192,050	11.6%	0.5%
15–24	9,933	12.3%	8,667	9.7%	-1.2%	202,483	13.7%	195,193	11.8%	-0.4%
25–34	9,972	12.3%	12,276	13.7%	2.3%	224,161	15.2%	276,019	16.7%	2.3%
35–44	12,558	15.5%	11,992	13.4%	-0.4%	229,087	15.5%	248,230	15.0%	0.8%
45–54	14,347	17.7%	13,949	15.5%	-0.3%	218,249	14.8%	223,026	13.5%	0.2%
55–64	8,937	11.1%	12,712	14.2%	4.2%	162,086	10.9%	201,361	12.2%	2.4%
65–74	4,704	5.8%	6,944	7.7%	4.7%	84,245	5.7%	131,979	7.9%	5.7%
75–84	2,563	3.2%	3,633	4.0%	4.2%	53,207	3.6%	63,249	3.8%	1.9%
85+	1,075	1.3%	1,509	1.6%	4.0%	23,647	1.6%	28,798	1.7%	2.2%
Total	**80,968**	**100.0%**	**89,699**	**100.0%**	**1.1%**	**1,477,980**	**100.0%**	**1,656,754**	**100.0%**	**1.2%**

Source: U.S. Census Table S0101 2010 & 2019 5-Year Estimates. ABAG Data Packet, 2021.

RACE AND ETHNICITY

Like many other communities throughout Alameda County, the racial and ethnic composition of Livermore's population has been gradually changing. As shown in Table 2-5, Livermore is less racially and ethnically diverse than Alameda County. Approximately 64.7 percent of Livermore's population identified as White in 2020, and only 31.0 percent of Alameda County's population was White. However, the ethnicity of Livermore residents has become more diverse than it was in 2010. The White population decreased, and Asian or Pacific Islander and the "other" and "two or more ethnicities" categories' populations increased. Asian or Pacific Islanders represent a significant portion of the city and county population. The Hispanic and Latino population is the second largest ethnic group in Livermore, while in Alameda County, the Asian or Pacific Islander ethnic group and the Hispanic or Latino ethnic group are both the second largest groups.

Table 2-5: Race & Ethnicity Trends: Livermore and Alameda County, 2010–2019

Racial and Ethnic Group	*Livermore*		*Alameda County*	
	2010	*2019*	*2010*	*2019*
White	64.7%	62.0%	34.1%	31.0%
Black	1.9%	1.8%	12.2%	10.0%
American Indian and Alaska Native	0.3%	0.1%	0.3%	0.3%
Asian or Pacific Islander	8.5%	12.0%	26.6%	31.0%
Other and Two or more ethnicities	3.6%	5.0%	4.3%	5.0%
Hispanic or Latino (of any race)	20.9%	20.0%	22.5%	22.0%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B03002. ABAG Data Packet, 2021

EDUCATION

Educational attainment is often positively correlated with type of employment and level of income, which drives the type of housing residents can afford. As shown in Table 2-6, only three percent of Livermore residents aged 25 years or over had less than a high school diploma, compared to 5.9 percent in Alameda County. Approximately 50 percent of adult residents earned a bachelor's degree or higher in both the city and the county.

Table 2-6: Educational Attainment (Population 25 years and over), 2019

Education Level	*Livermore*		*Alameda County*	
	Number	*Percent*	*Number*	*Percent*
Less than high school	1,889	3.0%	69,534	5.9%
Some high school, no diploma	2,062	3.3%	65,990	5.6%
High school graduate	10,547	16.7%	205,980	17.6%
Some college, no degree	14,391	22.9%	201,377	17.2%
Associate's degree	6,352	10.1%	73,676	6.3%
Bachelor's degree	17,492	27.8%	320,319	27.3%
Graduate degree	10,212	16.2%	235,786	20.1%
Total	**62,945**	**100.0%**	**1,172,662**	**100.0%**

Source: U.S. Census Bureau, American Community Survey ACS 5-year Estimates, 2015- 2019 Table S1501

EMPLOYMENT

ABAG estimates that there are 46,110 employed Livermore residents as of 2020. The ACS 2015-2019 Survey estimates the unemployment rate for Livermore as 3.1 percent, lower than the county's unemployment rate of 3.9 percent. Part of the lower unemployment rate may be attributed to Livermore's greater percentage of residents with at least a high school diploma. Also reflecting relatively high educational attainment levels, a large share of both Livermore and Alameda County residents are employed in the Financial and Professional Services and Health and Educational Services (Table 2-7). In Livermore, the sector with the highest share of working residents was the Financial and Professional sector, employing approximately 27.9 percent of residents. Other sectors that employed a significant number of residents was the Health and Educational Sector, employing 25.8 percent of employed residents. The Manufacturing, Wholesale, and Transportation sector employed 17.5 percent of residents.

Table 2-7: Livermore Largest Employers

Employer Name	*Industry*	*Employee Size Class*
Lawrence Livermore National Lab	University-College Department/ Facility/Office	5,000–9,999 Employees
Valley Care Health System	Health Services	1,000–4,999 Employees

Source: State of California Employment Development Department – Major Employers in California, 2022 https://www.labormarketinfo.edd.ca.gov/majorer/countymajorer.asp?CountyCode=000001.

Table 2-8 shows a breakdown of workers by earnings, by jurisdiction as place of work and place of residence. The table shows that, of people who work in Livermore, more commute from outside of the city than live there. Additionally, both groups tend to make more than $75,000.

Table 2-8: Workers by Earnings, by Jurisdiction as Place of Work and Place of Residence

Earnings Group	*Place of Residence*	*Place of Work*
Less than $9,999	3,747	4,724
$10,000 to $24,999	6,379	7,177
$25,000 to $49,999	8,789	12,564
$50,000 to $74,999	6,944	8,603
$75,000 or more	21,135	19,380
Total	**46,994**	**52,448**

Note: Workers 16 years and over with earnings.
Source: U.S. Census Bureau, American Community Survey 5-Year Data 2015-2019, B08119, B08519. ABAG Data Packet, 2021

According to the City's 2019 Housing Affordability and Displacement report, a substantial proportion of Livermore jobs are for lower wage workers, and many industries experiencing job growth in Livermore and Alameda County include businesses with lower wage jobs, increasing the demand for housing affordable to low-income households. Livermore has an increasing number of higher income households, with a growing number of workers who are commuting to higher paying jobs outside of Livermore, which is intensifying local housing demand and displacement pressures.

FUTURE JOB GROWTH

Table 2-9 shows that there were 48,136 jobs in Livermore in 2019 and shows the numbers of jobs by industry according to ACS data for the 2019 5-Year Estimate. Compared to Alameda County, Livermore has a larger share of jobs within Financial and Professional Services, and Retail industries.

Table 2-9: Jobs by Industry, 2019

Industry	*Livermore*		*Alameda County*	
	Jobs	*Percent*	*Jobs*	*Percent*
Agriculture and Natural Resources	314	0.65%	3,129	0.36%
Construction	3,210	6.6%	45,984	5.3%
Financial and Professional Services	13,436	27.9%	223,957	25.9%
Health and Educational Services	12,446	25.8%	259,953	30.4%
Information	1,240	2.5%	30,599	3.5%
Manufacturing, Wholesale, and Transportation	8,438	17.5%	150,214	17.4%
Retail	5,419	11.5%	76,483	8.8%
Other	3,633	7.5%	72,130	8.3%
Total	**48,136**	**100%**	**862,449**	**100%**

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table C24030, ABAG Data Packet, 2021.

As shown in Table 2-10, ABAG projects the number of jobs in Livermore to increase 0.85 percent annually between 2020 and 2040, similar to Alameda County.

Table 2-10: Job Projections: Livermore and Alameda County

	2010	*2020*	*2040*	*Projected Average Annual Growth Rate Between 2020 and 2040*
Livermore	38,230	46,110	53,910	0.85%
Alameda County	669,770	792,510	947,650	0.98%

Source: California Department of Finance, E-5 series, ABAG Data Packet, 2021.

JOBS-HOUSING BALANCE

Ideally, a community would have enough jobs for those who reside there. A numeric balance between jobs and housing (or more accurately, between employed residents and housing) indicates the potential for reduced commute distances, which translates to decreased congestion and greenhouse gas emissions as well as improved quality of life. According to ABAG, Livermore had a ratio of 1.71 jobs to households as of 2018. The city's ratio is higher than Alameda County's ratio of 1.43 jobs to households (Table 2-11). According to the ABAG data packet, the jobs-household ratio in Livermore increased from 1.56 in 2002 to 1.71 jobs per household in 2018. For workers earning less than $1,250 per month, the jobs-household ratio had a similar rate of growth from 2022 to 2018, but the ratio was consistently lower at 0.91 jobs per household in 2002 and 1.10 in 2018. New jobs may draw new residents, and when there is high demand for housing relative to supply, many workers may be unable to afford to live where they work.

Table 2-11: Jobs-Household Ratio, 2018		
Category	***Livermore***	***Alameda County***
Ratio	1.71	1.43

Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics, Workplace Area Characteristics (WAC) files (Jobs), 2002-2018; California Department of Finance, E-5 (Households), ABAG Data Packet, 2021.

2.3 HOUSEHOLD CHARACTERISTICS

This section outlines how household characteristics impact housing needs. Understanding household characteristics such as type, size, and income levels helps to determine the type of housing needed and desired by residents. For example, households with children typically have less flexibility in their housing needs and require larger units. In addition, income is a critical characteristic in determining residents' housing opportunities and affordability. Income affects a household's decision when it comes to tenure, type, and location of housing. Table 2-12 shows that Livermore will have a projected increase of 6,550 households between 2020 and 2040, with an average annual growth rate of 1.01 percent.

Table 2-12: Livermore Projected Household Growth, 2020-2040			
	2020	***2040***	***Average Annual Growth Rate, 2020- 2040***
Households	32,390	38,940	1.01%
Persons Per Household	2.87	2.66	---

Source: California Department of Finance, E-5 Series; ABAG Data Packet, 2021.

HOUSEHOLD TYPE

According to the California Department of Finance, Livermore had 32,390 households in 2020, a 1.5 percent increase from 2010. As shown in Table 2-13, Livermore has a higher percentage of family households (74.4 percent) than Alameda County (66.6 percent). The majority of family households in both Livermore and Alameda County consisted of married couples, of which Livermore also has a larger percentage. In both the city and county, singles make up the majority of nonfamily households.

Table 2-13: Household Characteristics, 2019						
Household Type[1]	*Livermore*		*Alameda County*		*Bay Area*	
	Estimate	*Percent of Total*	*Estimate*	*Percent of Total*	*Estimate*	*Percent of Total*
Total Family Households	**23,624**	**74.4%**	**384,676**	**66.6%**	**1,814,589**	**66.4%**
Married-couples	*19,897*	*62.6%*	*292,079*	*50.6%*	*1,399,714*	*77.1%*
Male householder, no wife present	*1,070*	*3.4%*	*28,432*	*4.9%*	*131,105*	*7.2%*
Female householder, no husband present	*2,657*	*8.4%*	*64,165*	*11.1%*	*283,770*	*15.6%*
Total Nonfamily Households	**8,123**	**25.6%**	**192,501**	**33.4%**	**916,845**	**33.6%**
Singles	*6,580*	*20.7%*	*141,077*	*24.4%*	*674,587*	*73.6%*
Other	*1,543*	*4.9%*	*51,424*	*9.0%*	*242,258*	*26.4%*
Total Households	**31,747**	**100.0%**	**577,177**	**100.0%**	**2,731,434**	**100%**
Average Household Size	2.87		2.80			

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B11001. ABAG Data Packet, 2021.

Note: For data from the Census Bureau, a "family household" is a household where two or more people are related by birth, marriage, or adoption. "Nonfamily households" are households of one person living alone as well as households where none of the people are related to each other.

Table 2-14 shows that 14,243 more residents own the units they occupy than rent them in Livermore. In Alameda County, 40,605 more people own their unit than rent. In the Bay Area, 332,476 more people own their unit than rent.

Table 2-14: Housing Tenure, 2019						
Geography	*Owner Occupied*		*Renter Occupied*		*Total*	*Ratio of Owner vs Renter Occupied*
Livermore	22,995	72.4%	8,752	27.6%	31,747	2.63
Alameda County	308,891	53.5%	268,286	46.5%	577,177	1.15
Bay Area	1,531,955	56.1%	1,199,479	43.9%	2,731,434	1.28

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25003. *ABAG Data Packet, 2021.*

HOUSEHOLD INCOME

The State requires jurisdictions to address the housing needs of residents in the following income categories:

- Extremely low income, defined as annual household incomes of 30 percent or less of Area Median Income (AMI).
- Very-low income, defined as annual household incomes of 31 to 50 percent or lower of AMI.
- Low income, defined as annual household incomes 51 to 80 percent of AMI.

- Moderate income, defined as annual household incomes 81 to 120 percent of AMI.
- Above-moderate income, defined as annual household incomes above 120 percent of AMI.

The income categories listed above help focus federal, state, and local housing programs and subsidies to those people most in need. These income categories, combined with household size, are used to qualify people seeking subsidized housing options. It is also used to allocate housing production need to local jurisdictions as part of the Housing Element update process to promote balanced communities. Table 2-15 shows household income by tenure based on the above income categories. As the table shows, 21.5 percent of renters in Livermore are classified as low income and 17.7 percent of renters are classified as very-low income. Comparing renters to owners, only 7.4 percent of owners in Livermore are classified as low income, and 6.3 percent are classified as very-low income.

Table 2-15: Household Income by Tenure, 2017

Group	*Owner Occupied*	*Renter Occupied*
Extremely-Low Income (0%–30% of AMI)	965	1,409
Very-Low Income (31%–50% of AMI)	1,409	1,604
Low Income (51%–80% of AMI)	1,655	1,945
Moderate Income (81%–100% of AMI)	1,630	959
Above-Moderate Income (>100% of AMI)	16,654	3,130
Totals	**22,313**	**9,047**

Notes: Income groups are based on HUD calculations for area median income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine-county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the Oakland-Fremont Metro Area, where Livermore is located.

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release. ABAG Data Packet, 2021.

Table 2-16 displays the 2013-2017 Housing and Urban Development (HUD) household income distribution for Livermore and Alameda County. HUD uses a Comprehensive Housing Affordability Strategy (CHAS) to evaluate housing affordability by income group. Livermore has a higher proportion of above-moderate-income households than the county (63.1 percent compared to 40.4 percent). A total of 19.7 percent of Livermore households have incomes defined as either low (from 51 percent to 80 percent of AMI) or moderate (from 81 percent to 120 percent of AMI). Extremely low-income households, a subset of very-low income, earn 30 percent or less of the median household income. According to CHAS datasets, as of 2017, approximately 2,374 households had extremely low incomes. Furthermore, Livermore has a smaller proportion of extremely low-income households, accounting for approximately 7.6 percent compared to 15.5 percent countywide.

Table 2-16: Households by Household Income Level, 2017				
Income Group	Livermore		Alameda County	
	Households	Percent	Households	Percent
Extremely Low	2,374	7.6%	88,383	15.5%
Very Low	3,013	9.6%	63,850	11.2%
Low	3,600	11.5%	66,130	11.6%
Moderate and Above Moderate	22,373	71.3%	350,735	61.6%
Total	**31,360**	**100.0%**	**569,098**	**100.0%**

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release. ABAG Data Packet, 2021.

2.4 SPECIAL NEED GROUPS

The groups described below with special needs often find it difficult to find affordable housing that can meet their unique requirements. For example, persons with physical disabilities often require accessible ground-floor units, and seniors sometimes need on-site care. Homeless persons may need transitional housing and supportive services such as intensive case management before placement in more stable, permanent housing. The Housing Element is required to analyze the special needs populations and provide policies that assist in meeting their needs.

State Housing Element law defines "special needs" groups to include senior households, female-headed households, large families, persons with disabilities, persons experiencing homelessness, and agricultural workers. This section describes the housing needs of each of these groups in Livermore. Table 2-17 provides an overview of State-identified special needs groups in Livermore.

Table 2-17: State-Identified Special Needs Groups, Livermore				
Special Needs Groups	Livermore		Alameda County	
	Residents	Households	Residents	Households
Seniors (65 years and older)	12,086	7,653	316,073	156,177
Female Householder	Not Applicable[1]	2,657	Not Applicable	64,165
Large Households (5+ person)	Not Applicable	3,248	Not Applicable	58,586
Disabled	7,535[2]	Not Applicable	151,368	Not Applicable
Persons Experiencing Homelessness	264[3]	No Data Available	8,022	No Data Available
Farm Workers	152[5]	Not Applicable	593[4]	Not Applicable

1 "Not Applicable" is listed if data is not reported by the unit heading. For example, persons with disabilities are reported by the number of residents that are disabled, not the number of households where a person with a disability lives.

2 The number of disabled residents for the Livermore and Alameda County includes the total civilian noninstitutionalized population aged 5 and over.

3 Data on homeless persons in the Livermore and Alameda County was provided by the 2019 Alameda County Point-in-Time Count report.

4 U.S. Department of Agriculture, Hired Farm Labor by County, Table 7 of Census of Farmworkers, 2002, 2007, 2012, 2017.

5 U.S. Census Bureau, Industry Employed Population 16 Years and Over, Agriculture, forestry, fishing, and hunting, Table S2404 of American Community Survey 5-Year Data, 2015-2019.

Sources: U.S. Census 2019; ABAG Data Packet, 2021; Alameda Countywide Homeless Count and Survey Report, 2019.

SENIOR HOUSEHOLDS

The special needs of senior households, defined as 65 years of age or older, derive from three concerns: seniors generally live on a fixed income, have higher health care costs, and have higher disability rates. According to the ACS, 12, 086 Livermore residents were seniors in 2017 (13.5 percent). The senior population increased significantly by 36.7 percent between 2010 and 2020, reflecting an aging population in Livermore (see Table 2-4). Of the 32,390 households in Livermore, 7,653 (23.6 percent) were headed by a senior (see Table 2-17). Of all senior-headed households, 5,718 (74.7 percent) were owner occupied and 1,935 (25.3 percent) were renter occupied (Table 2-18). Table 2-18 also shows the breakdown of senior-headed households by income. As of 2017, 36.7 percent of senior households that rent are classified as extremely low income, and 28.9 percent are classified as very-low income. Of senior households that own their home, 14.9 percent are classified as low income, and 11.7 percent are classified as very-low income.

Table 2-18: Senior Households by Income and Tenure, 2017

Income Group	*Owner Occupied*	*Renter Occupied*
Extremely Low Income (0%–30% of AMI)	420	710
Very Low Income (31%–50% of AMI)	669	560
Low Income (51%–80% of AMI)	855	285
Moderate Income (81%–100% of AMI)	555	95
Above Moderate Income (>100% of AMI)	3,219	285
Totals	**5,718**	**1,935**

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release; ABAG Data Packet, 2021.

Housing expenses coupled with medical costs can cause a financial burden on seniors, especially for those with incomes below the poverty level.

Project design can assist in addressing a senior's special housing needs. Some examples include:

- **Accessibility**. A common challenge is the ability to move around (mobility) and access basic needs (accessibility), both within homes and the community. The design and siting of housing can help address these challenges.
- **Independence**. Senior citizens generally prefer to be autonomous and maintain independent living styles while being a part of a community and not isolated. In order to support this lifestyle choice, seniors need convenient access to public transportation and destinations such as shopping, health care facilities, social services, and activity centers.
- **Affordability**. Senior citizens are often on fixed incomes and require stable housing arrangements without the risk of significant increases in rent.
- **Security**. Senior citizens are concerned about physical and psychological security, more so than younger age groups.

The City has several programs that assist seniors. The Livermore Area Recreation and Park District (LARPD) operates a comprehensive senior services program that includes social services and recreation opportunities such as classes, special programs, daily lunch, information, referrals, classes, and trips. The Meals on Wheels Program delivers hot meals to seniors with limited mobility as well as to disabled individuals. Residents also have access to the Open Heart Kitchen free meal program, the Senior Support program of the Tri-Valley, which provides services that promote

seniors' ability to live independently in their homes, free legal and healthcare enrollment services from Legal Assistance for Seniors

Livermore has several senior housing complexes providing both market-rate and below-market-rate units: Arbor Vista, Chestnut Square Senior Apartments, Heritage Park, Heritage Estates, Hillcrest Gardens, Vandenburgh Villa, and Vineyard Village. Rosewood Gardens is a market-rate senior housing complex. In addition to providing independent senior rental apartments, Heritage Estates also provides assisted living care. When complete, the Pacific Avenue Senior Apartments will provide 140 affordable homes for low-income seniors, and the Livermore Assisted Living and Memory Care project will provide 87 assisted living beds and 46 memory care suites, for a total of 133 beds.

FEMALE-HEADED HOUSEHOLDS

Generally, female-headed households, particularly those of color, have lower incomes than male-headed households, limiting their opportunities for finding affordable and quality housing. Female-headed families with children are a particularly vulnerable group because they have higher living expenses associated with childcare and must balance the needs of their children with work responsibilities. Female-headed households require special consideration and assistance to accommodate their housing needs. In addition to affordable housing, these needs often include accessible day care, health care, and other support services. National research has also found that Black women and Latinas are more likely to be discriminated against in their housing search for being single mothers to young children compared to female rental housing applicants of other races.

Based on U.S. Census data provided by ABAG, there were 2,657 female-headed households in Livermore in 2020, representing approximately 8.2 percent of all households (see Table 2-17), and 1,200 were female-headed families with children (see Table 2-19).

The 2015-2019 ACS reports that while three percent of families living in Livermore were below the poverty level, 26.5 percent of female-headed families with children under 18 lived in poverty (Table 2-19).

Table 2-19: Households by Poverty Status

Group	*Above Poverty Level*	*Below Poverty Level*
Families	22,255	688
Female Headed Households with Children	952	248
Female Headed Households with No Children	1,387	70
Totals	**24,594**	**1,006**

Notes: The Census Bureau uses a federally defined poverty threshold that remains constant throughout the country and does not correspond to Area Median Income.

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B17012. ABAG Data *Packet*, 2021

As described in Chapter 5, the City has a variety of programs that support affordable housing for very low-income families, which often have a single earner. In addition, the City encourages the development of housing that provides enriched on-site services such as affordable childcare and/or youth activities coordination. The City's Multi-Service Center provides a central, accessible location for residents to obtain social services, healthcare, and benefits counseling from a number of community-based organizations such as Axis Community Health Care Clinic, Community Resources for Independent Living (CRIL), and Cityserve of the Tri Valley.

LARGE HOUSEHOLDS

Large households are family households with five or more people. Large households are considered a special needs group because there is typically a limited supply of adequate and appropriately sized housing that is also affordable.

Table 2-20 shows the distribution of household sizes for both Livermore and Alameda County. According to the 2019 ACS, Livermore had about 3,248 large households, representing approximately 10.2 percent of all households. Alameda County's distribution of household size was similar, with 10.0 percent of all households considered large.

Table 2-20: Household Size, 2019

Household	Livermore				Alameda County			
	Owner Occupied	Renter Occupied	Total	Total Percent	Owner Occupied	Renter Occupied	Total	Total Percent
1–2 Person Households	12,340	4,727	17,067	53.8%	160,913	170,678	331,591	56.6%
3–4 Person Households	8,539	2,893	11,432	36.0%	118,627	76,828	195,455	33.4%
5+ Person Household	2,116	1,132	3,248	10.2%	30,986	27,600	58,586	10.0%
Total Households	**22,995**	**8,752**	**31,747**	**100%**	**310,526**	**275,106**	**585,632**	**100%**

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25009; ABAG Data Packet, 2021.

Based on ACS estimates for 2015 to 2019, approximately 74.3 percent of Livermore's total housing units (both owned and rented) had three or more bedrooms, significantly more than Alameda County's portion of large units (see Table 2-21). Though only 36.5 percent of the rental stock in Livermore had 3 or more bedrooms, 88.7 percent of the owned units had 3 or more bedrooms. Large households made up 9.2 percent of owner-occupied units and 12.9 percent of renter-occupied units.

Table 2-21: Bedroom Mix by Tenure, 2019

Bedrooms	Livermore				Alameda County			
	Owned Units	Rental Units	Total Units by Bedroom	Percent of Total	Owned Units	Rental Units	Total Units by Bedroom	Percent of Total
0–1	354	2,305	2,659	8.4%	12,137	104,031	116,168	20.7%
2	2,252	3,247	5,499	17.3%	59,604	102,628	162,232	28.1%
3	10,221	2,530	12,751	40.2%	131,807	46,701	178,508	30.4%
4+	10,168	670	10,838	34.1%	105,343	14,926	120,269	20.8%
Total	**22,995**	**8,752**	**31,747**	**100%**	**308,891**	**268,286**	**577,177**	**100%**

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25042.

PERSONS WITH DISABILITIES

A broad range of conditions are considered disabilities, and housing needs can vary by disability type. Persons with disabilities may have special housing needs for several reasons, such as living on a fixed income, the lack of housing choices that are both affordable and accessible, and higher health care costs or limited access to health care. Many persons with disabilities are still able to live at home independently or with friends or family members, and others need in-home services or to reside in a special care facility. In order to maintain an independent lifestyle, a home may need to be modified to increase accessibility through universal design features. The objective is to improve the accessibility of homes, not only for residents of all ages and abilities, but for visitors as well.

The six disability types covered by the ACS are:

- **Hearing Difficulty:** Deaf or having serious difficulty hearing (DEAR).
- **Vision Difficulty:** Blind or having serious difficulty seeing, even when wearing glasses (DEYE).
- **Cognitive Difficulty:** Because of a physical, mental, or emotional problem, having difficulty remembering, concentrating, or making decisions (DREM).
- **Ambulatory Difficulty:** Having serious difficulty walking or climbing stairs (DPHY).
- **Self-Care Difficulty:** Having difficulty bathing or dressing (DDRS).
- **Independent Living Difficulty:** Because of a physical, mental, or emotional problem, having difficulty doing errands alone such as visiting a doctor's office or shopping (DOUT).

According to the ACS, 8.4 percent of Livermore's population aged 5 and over had a disability between 2015 and 2019. In Alameda County, 9.2 percent of residents aged 5 and over had a disability.

The ACS estimates that about 5.8 percent of Livermore's civilian, noninstitutionalized population ages 18 to 64 had a disability in 2019. This estimate does not include seniors and accordingly does not reflect the total percent of Livermore residents with a disability. Therefore, this percentage likely underestimates the true number of accessible housing units needed in the city. Of this population, 51.6 percent were not in the workforce, and 8.2 percent were in the workforce but unemployed (Table 2-22).

Table 2-22: Persons with Disabilities, Ages 18 to 64 by Workforce Participation, 2019

	Livermore		*Alameda County*	
	Number	***Percent of Total***	***Number***	***Percent of Total***
In Workforce: Employed	1,316	40.2%	27,804	39.0%
In Workforce: Unemployed	269	8.2%	3,665	5.1%
Not in Workforce	1,693	51.6%	39,885	55.9%
Total	**3,278**	**100%**	**71,354**	**100%**

Note: Total includes the civilian, noninstitutionalized population ages 18 to 64 years.

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table C18120; ABAG Data Packet, 2021.

Cognitive difficulty was the most common disability for city and county residents (Table 2-23). The second most common disability for Livermore residents is independent living difficulty, and ambulatory difficulty was the second most common disability for county residents.

Table 2-23: Reported Disabilities by Disability Type, Ages 18 to 64, 2019		
Disability Type	*Livermore*	*Alameda County*
	Number	*Number*
Hearing difficulty	657	11,507
Vision difficulty	489	12,659
Cognitive difficulty	1,436	31,308
Ambulatory difficulty	1,223	31,247
Self-care difficulty	556	14,024
Independent living difficulty	1,234	27,827

Note: These disabilities are counted separately and are not mutually exclusive, as an individual may report more than one disability so these counts should not be summed to 100%.

Sources: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B18102, Table B18103, Table B18104, Table B18105, Table B18106, Table B18107; ABAG Data Packet, 2021.

As shown in Table 2-24, Livermore has 43 licensed community care facilities, which provide a supportive environment in a group situation to persons with special needs. Most of the facilities allow full-time residency. Livermore also has one adult daycare program—GARDEN Tri-Valley run by Futures Explored, Inc. The GARDEN program provides educational opportunities and activities to adults with cognitive and physical disabilities.

Table 2-24: Livermore Licensed Community Care Facilities, 2014		
Type of Facility	*Number of Facilities*	*Combined Capacity*
Group Homes	8	42
Adult Day Care	1	20
Elderly Residential	34	469
Total	**43**	**531**

Source: CA Department of Social Services, Community Care Licensing Division, 2022.

In addition, the city has seven affordable housing developments and shared housing projects built specifically for developmentally disabled adults: Lily House (6 units), Corte Cava (2 units), Creekside (2 units), Gillette (7 units), Locomotive (2 units), Chestnut Square (8 units), and Arroyo Commons Apartments (12 units). It also has three housing projects specifically for individuals with mental-health-related disabilities: McLeod Apartments (5 units), Dogwood House (3 units), and Kennedy House (6 units). Avance Apartments (44 units), which will provide homes for those with developmental disabilities, is currently under construction. These housing units are supported by independent living services agencies, including East Bay Innovations, Bay Area Community Services (BACS), and Tri-Valley REACH.

Developmental Disabilities

According to Section 4512 of the Welfare and Institutions Code, a "developmental disability" means a disability that originates before an individual reaches 18 years of age, continues or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. The term generally includes mental retardation, cerebral palsy, epilepsy, and autism. It also includes disabling conditions found to be closely related to mental retardation or to require similar treatment, but does not include other handicapping conditions that are solely physical in nature.

The State Department of Developmental Services currently provides community-based services to approximately 329,002 persons with developmental disabilities and their families through a statewide system of 21 regional centers, 4 developmental centers, and 2 community-based facilities. The Regional Center of the East Bay (RCEB) provides a point of entry to services for people residing in Alameda and Contra Costa counties. RCEB is a private, nonprofit agency that contracts with local businesses to offer a wide range of services to individuals with developmental disabilities and their families. RCEB served approximately 670 people in the Livermore area in 2017.[3] Of these, 364 (54.3 percent) are under 18 years of age, and 306 (45.7 percent) are over 18.

Table 2-25 shows the 2020 age profile of people with developmental disabilities in Livermore. Of the 611 residents with developmental disabilities, 323 are under 18 years of age, and 288 are over the age of 18.

Table 2-25: Population with Developmental Disabilities by Age, 2020

Age Group	*Number of People with Developmental Disabilities*
Age Under 18	323
Age 18+	288
Totals	**611**

Source: California Department of Developmental Services, Consumer Count by California ZIP Code and Age Group (2020); ABAG Data Packet, 2021.

Regarding housing needs of persons with developmental disabilities, many can live and work independently within a conventional housing environment. Individuals with more severe developmental disabilities require a group living environment that provides supervision. The most severely affected individuals may require an institutional environment that also provides medical attention and physical therapy. Because developmental disabilities exist before adulthood, the first issue in supportive housing for persons with developmental disabilities is transition from the person's living situation as a child to an appropriate level of independence as an adult. Table 2-26 breaks down the types of residences and the number of people with developmental disabilities in Livermore.

Table 2-26: Population with Developmental Disabilities by Residence

Residence Types	*Number of Residence*
Home of Parent /Family /Guardian	509
Independent /Supported Living	55
Community Care Facility	34
Foster /Family Home	10
Other	5
Intermediate Care Facility	5
Total	**618**

Source: California Department of Developmental Services, Consumer Count by California ZIP Code and Residence Type (2020); ABAG Data Packet, 2021.

[3] RCEB provides information for the 94551 and 94550 zip codes, which include areas outside of the City of Livermore.

Therefore, housing types appropriate for people living with a development disability include: rent-subsidized homes, licensed and unlicensed single-family homes, inclusionary housing, homes accepting Section 8 vouchers, special programs for home purchase, HUD housing, and SB 962 homes. The design of accessibility modifications, proximity to services and transit, and availability of group-living opportunities represent the types of considerations important in serving this need group. Incorporating 'barrier-free' design in all new multifamily housing (as required by California and Federal Fair Housing laws) is especially important to provide the widest range of choices for disabled residents. Special consideration should also be given to affordability of housing, because people with disabilities may be living on a fixed income.

HOMELESS PERSONS

In January 2019 and February 2022, a community-based organization called EveryOne Home conducted point-in-time homeless counts and surveys for Alameda County. While the data from the 2022 count has not been released at the time of this report, based on EveryOne Home's findings from the 2019 count, 8,022 people in Alameda County were homeless at the time of the count. Since the survey was conducted at a single point in time, the report assumes the number of homeless persons counted represents the typical number of homeless persons living in the county. Many factors may affect the total count, including weather, time of year, and time of day.

The 2019 survey report found the following demographic distribution of the community-defined homeless population in Alameda County:[4]

- **Families**. Seven percent were in a family with children.
- **Gender.** About 61 percent of the countywide homeless population was male and 35 percent was female. The remaining four percent identified as either transgendered or gender nonbinary.
- **Race and ethnicity.** Blacks/African Americans, American Indians, and Alaska Natives were overrepresented when compared to Alameda County's population.
- **Seniors.** Approximately 14 percent of Alameda County's homeless population reported being 61 or older when they first experienced homelessness.[5] About 73 percent were between the ages 25 and 59 when they first experienced homelessness, implying that the percentage of homeless people aged 61 and older could grow as the population ages.
- **Special Needs.** The report stated that 46 percent of the homeless population in Alameda County had a disabling condition, which is defined by HUD as developmental disability, HIV/AIDS, or long-term physical or mental impairment that impacts a person's ability to live independently, but could be improved with stable housing.

[4] The community definition of homelessness includes people staying in emergency shelters or transitional housing, living on the street or in a car, and people who will lose their housing within a month and have nowhere to go.

[5] As part of the Alameda County 2019 Point-in-Time Count of 8,022 homeless persons, an in-depth survey was administered to a sample of 1,681 unsheltered and sheltered individuals and families experiencing homelessness. With a randomized survey sampling process, the statistics presented are based on this sample, which represents a 95% confidence level when generalizing the results of the survey for the entire estimated population of individuals experiencing homelessness in Alameda County.

- **Living situation.** About 21 percent of the homeless population was sheltered in transitional housing or emergency shelters, and the remaining people were unsheltered.

This report indicated that there were 264 homeless people living in Livermore, which was an 8.6 percent increase from the 2017 point-in-time count. Of the 264 homeless persons, 85 of them were unsheltered (32.2 percent) and 179 were sheltered (67.8).

EXISTING FACILITIES

Table 2-27 provides a list of the homeless facilities and services in Livermore. There are three types of facilities that provide shelter for homeless individuals and families:

- **Emergency (Temporary) Shelter.** Provides overnight shelter and meets a person's basic needs, either on-site or through off-site services. The length of stay varies with the shelter and can range from one day to several months.
- **Transitional Housing.** Provides housing for up to two years. The residents at these shelters are typically connected to a rehabilitation program, including substance abuse and mental health interventions, employment services, individual and group counseling, and life skills training.
- **Permanent (Supportive) Housing.** Provides permanent housing that is affordable, linked with ongoing supportive services, and gives formerly homeless residents the opportunity to live in the facility on an indefinite basis.

Table 2-27: Homeless Facilities and Services in Livermore, 2022

Facility Name	*Beds*	*Clients*	*Type*
Sojourner House	16	Families with children/teens	Emergency Shelter
Shiloh House	30	Domestic violence victims	Emergency Shelter
Shepherd's Gate	70	Women and children	Emergency Shelter
Cityserve	Not Applicable	All	Support Services
Abode Services	Not Applicable	All	Support services and Rapid Rehousing
Bluebell Apartments	7	All	Transitional Housing
Tri-Valley Haven Food Pantry	Not Applicable	All	Food Pantry
Open Heart Kitchen	Not Applicable	All	Food and Meal Distribution
Goodness Village	28	Chronically homeless	Transitional Housing

Source: ShelterListings.org, accessed 1/12/22.

Table 2-28 summarizes the available beds reported by the Continuum of Care in 2020.

In addition to the services listed in Table 2-27, the City of Livermore also works with homeless services providers to provide rental assistance to people experiencing or at risk of becoming homelessness.

While continuing to support existing emergency (temporary) shelters, the City is focused on long-term solutions to homelessness and placing more individuals in permanent housing. When

complete, Housing Consortium of the East Bay's Vineyard 2.0 development will provide twenty-four units of permanent supportive rental housing for persons who were formerly homeless as well as over 9,000 square feet of space for essential services such as food, showers and laundry, winter shelter, and housing counseling.

The City established the Subcommittee on Homelessness Team to develop recommendations to the City Council for a Homeless Strategy Framework by gathering information on homelessness, the service types that are available to people experiencing homelessness, and the current and future funding resources available for homelessness response.

Table 2-28: Summary of Available Beds Reported by Continuum of Care, 2020										
	Family Units	*Family Beds*	*Adult-Only Beds*	*Child-Only Beds*	*Total Year-Round Beds*	*Seasonal*	*Overflow/ Voucher*	*Subset of Total Bed Inventory*		
								Chronic Beds	*Veteran Beds*	*Youth Beds*
Emergency, Safe Haven, and Transitional Housing	159	554	1460	18	2032	160	33	n/a	215	169
Emergency Shelter	109	391	974	18	1,383	160	33	n/a	95	66
Safe Haven	0	0	32	0	32	n/a	n/a	n/a	32	0
Transitional Housing	50	163	454	0	617	n/a	n/a	n/a	88	103
Permanent Housing	543	1,558	2,603	17	4,178	n/a	n/a	602	724	167
Permanent Housing	441	1205	2,325	15	3,545	n/a	n/a	602	699	80
Rapid Rehousing	102	353	278	2	633	n/a	n/a	n/a	25	87
Grand Total	**702**	**2,112**	**4,063**	**35**	**6,210**	**160**	**33**	**602**	**939**	**336**

Source: HUD 2020 Continuum of Care Homeless Assistance Programs Housing Inventory Count Report, https://files.hudexchange.info/reports/published/CoC_HIC_CoC_CA-502-2020_CA_2020.pdf.

FARM LABOR

Though Livermore is no longer the small agricultural town it once was, farming is still part of Livermore's economy and identity—particularly viticulture. It is difficult to estimate the extent of the farm labor population in the city because government agencies do not consistently define farm labor, length of employment, or place of work. Nevertheless, farm workers are considered by the State of California to have special housing needs due to their limited income, the seasonality of housing needs, and an increased likelihood of overcrowding and substandard housing conditions.

The USDA Census of Agriculture identified 305 permanent farm workers and 288 seasonal farmworkers in Alameda County in 2017 (Table 2-29).

Table 2-29: Farm Operations and Farm Labor, Alameda County

	2002	*2007*	*2012*	*2017*
Permanent	577	465	355	305
Seasonal	369	737	449	288
Total	**946**	**1,202**	**804**	**593**

Note: Farm workers are considered seasonal if they work on a farm less than 150 days in a year; farm workers who work on a farm more than 150 days are considered permanent workers for that farm.

Source: Department of Agriculture, Hired Farm Labor, Table 7 of Census of Farmworkers 2002, 2007, 2012, 2017; ABAG Data Packet, 2021.

The Livermore Development Code provides standards to allow farm worker housing. It allows for a caretaker's residence (conditional use permit required) within the Planned Development/Agriculture District (PD-AG) or within the South Livermore Valley Agricultural Zone (SLV-AG). The code defines a caretaker's residence as a temporary dwelling for people and their families employed in the agricultural use of the property. The size of this residence type is restricted to 1,200 square feet in the SLV-AG. Farm labor housing is also permitted with conditional use permit approval within two Open Space Districts: Agricultural and Rural Preservation (OS-A and OS-R).

2.5 HOUSING STOCK CHARACTERISTICS

Ideally, a city's housing stock should align with the needs of its population, provide both small and large units in a variety of forms, and offer housing affordable to its workforce and special needs populations. Market realities often result in housing supply outcomes that do not meet the needs of all members of the local population. This section describes housing stock characteristics in Livermore and Alameda County. The Constraints Chapter describes current market conditions.

HOUSING STOCK

As shown in Table 2-30, Livermore has a significantly greater share of single-family detached houses compared to Alameda County (68.8 percent v. 52.2 percent). Conversely, multifamily units make up 19.9 percent of Livermore's stock and 38.6 percent of Alameda County's stock.

Table 2-30: Housing Stock, 2010–2020						
	Livermore			*Alameda County*		
	2010 Units	*2020 Units*	*Percent Change*	*2010 Units*	*2020 Units*	*Percent Change*
Single Family:						
Detached	21,490	22,519	4.7%	309,306	319,353	3.2%
Attached	2,555	3,154	23.4%	44,280	48,130	8.7%
Single Family Total	**24,045**	**25,673**	**6.7%**	**353,586**	**367,483**	3.9%
Multifamily:						
2–4 Units	1,466	1,604	9.4%	65,326	66,731	2.2%
5+ Units	4,291	4,909	14.4%	154,629	169,679	9.7%
Multifamily Total	**5,757**	**6,513**	**13.1%**	**219,955**	**236,410**	**7.5%**
Mobile Homes	**540**	**542**	**0.3%**	**7,831**	**7,859**	**0.4%**
Total	**30,342**	**32,728**	**7.8%**	**581,372**	**611,752**	**5.2%**
Vacancy Rate	**4.0%**	**3.4%**		**6.4%**	**5.2%**	

Source: Source: California Department of Finance, E-5 series, 2020; *ABAG Data Packet, 2021.*
Housing Type Definitions:
Single Family Detached: 1-unit structure detached from any other house, with open space on all four sides.
Single Family Attached:1-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures.
Multifamily: structures containing 2 or more housing units.
Mobile homes: a dwelling that sits on wheels and may be moved.

TENURE AND OCCUPANCY

As shown in Table 2-31, the percentage of occupied housing units and owner-occupied units is greater in Livermore than in Alameda County. Conversely, the proportion of renter-occupied housing units is greater in Alameda County (44.1 percent) than Livermore (28.9 percent).

Table 2-31: Tenure and Vacancy, 2019				
Housing Units	*Livermore*		*Alameda County*	
	Estimate	*Percent*	*Estimate*	*Percent*
Owner-occupied housing units	22,995	75.9%	308,891	50.8%
Renter-occupied housing units	8,752	28.9%	268,286	44.1%
Occupied housing units	*29,134*	96.2%	*577,177*	94.9%
Vacant housing units	*1,136*	*3.8%*	*30,919*	*5.1%*
Total housing units	**30,270**	**100.0%**	**608,096**	**100.0%**

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25003 and Table B25004; ABAG Data Packet, 2021

Table 2-32 provides an overview of the number of vacant units and unit types in Livermore, Alameda County, and the Bay Area. The majority of vacant units in Livermore are classified as "other vacant," which is the same for Alameda County and the Bay Area. Alameda County and the Bay Area also have a lot of units for rent that are vacant. In Livermore, units that have been sold but are not yet occupied comprise the next biggest group of vacant units.

Table 2-32: Vacant Units by Type, 2019

Geography	For Rent	For Sale	For Seasonal, Recreational, or Occasional Use	Other Vacant	Rented, Not Occupied	Sold, Not Occupied
Livermore	205	104	140	460	21	206
Alameda County	7,998	1,961	3,892	13,569	1,517	1,982
Bay Area	41,117	10,057	37,301	61,722	10,647	11,816

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25004; ABAG Data Packet, 2021.

HOUSING GROWTH

According to the Department of Finance, 36,043 new housing units were built in Alameda County from 2010 to 2021. In Livermore, 2,662 new units were built between 2010 and 2021. A higher proportion of single-family units was built in Livermore than in the county overall (63.2 percent v. 58.2 percent). Table 2-33 compares housing estimates for Livermore and Alameda County.

Table 2-33: Housing Unit Growth, 2010 to 2020

	Livermore			Alameda County		
	New Units	Percent	Average Annual Growth	New Units	Percent	Average Annual Growth
Single Family[1]	1,629	68.3%	0.67%	13,897	45.7%	0.4%
Multifamily	756	31.7%	1.3%	16,455	54.3%	0.7%
Mobile Homes	2	0.08%	0.03%	28	0.09%	0.03%
Total	**2,386**	**100.0%**	**0.8%**	**30,380**	**100.0%**	**0.5%**

1. Single family includes both detached and attached units.

Sources: California Department of Finance, E-5 Series; ABAG Data Packet, 2021.

HOUSING AGE

The age of a housing unit can be an indicator of its condition. As units age, they require maintenance and modernization, without which, homes will deteriorate and can negatively impact the values of surrounding properties. Generally, houses older than 30 years begin to show signs of deterioration and require reinvestment to maintain their quality, and homes older than 50 years begin to require major renovations.

As of 2019, approximately 65.4 percent of the housing stock in Livermore was built before 1990 (and is approximately 30 years of age). Approximately 34.1 percent of Livermore's housing stock was built before 1970 (and is approximately 50 years of age). Alameda County's housing stock is older than Livermore's, with approximately 80.6 percent of its housing stock built before 1990 and 52.7 percent built before 1970 (see Table 2-34).

Table 2-34: Housing Units by Tenure and Age, 2019

	Livermore		*Alameda County*	
	Number	***Percent***	***Number***	***Percent***
Built 2010 or later	1,341	4.1%	19,340	3.2%
Built 2000 to 2009	4,378	13.3%	44,854	7.4%
Built 1990 to 1999	5,629	17.1%	53,513	8.8%
Built 1980 to 1989	3,557	10.8%	75,783	12.5%
Built 1970 to 1979	6,740	20.5%	93,408	15.4%
Built 1960 to 1969	6,129	18.6%	82,967	13.6%
Built 1950 to 1959	3,476	10.6%	77,947	12.8%
Built 1940 to 1949	634	1.9%	41,622	6.8%
Built 1939 or earlier	999	3%	118,662	19.5%
Total	**32,883**	**100.0%**	**608,096**	**100.0%**

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25034; ABAG Data Packet, 2021.

HOUSING IN NEED OF REPAIR/REPLACEMENT

The overall number of substandard residential units in need of either rehabilitation or replacement is approximately 100. This is based on the number of complaints to the City's Neighborhood Preservation Division, who responds to complaints regarding substandard buildings and development code violations. They estimate that they receive approximately 10 complaint calls per year related to substandard or dilapidated housing. They also work to identify existing housing problems related to blight, abandoned properties, and tenant/landlord issues.

2.6 HOUSING COSTS AND AFFORDABILITY

The cost of housing relative to the income of residents indicates the affordability of housing in a community. For example, if housing costs are high compared to the median household income, families with lower income levels may find it difficult to afford housing. Overcrowding or longer commutes may result. Setting the stage to provide housing choice for all segments of the community is an important part of the housing element.

HOME SALES TRENDS

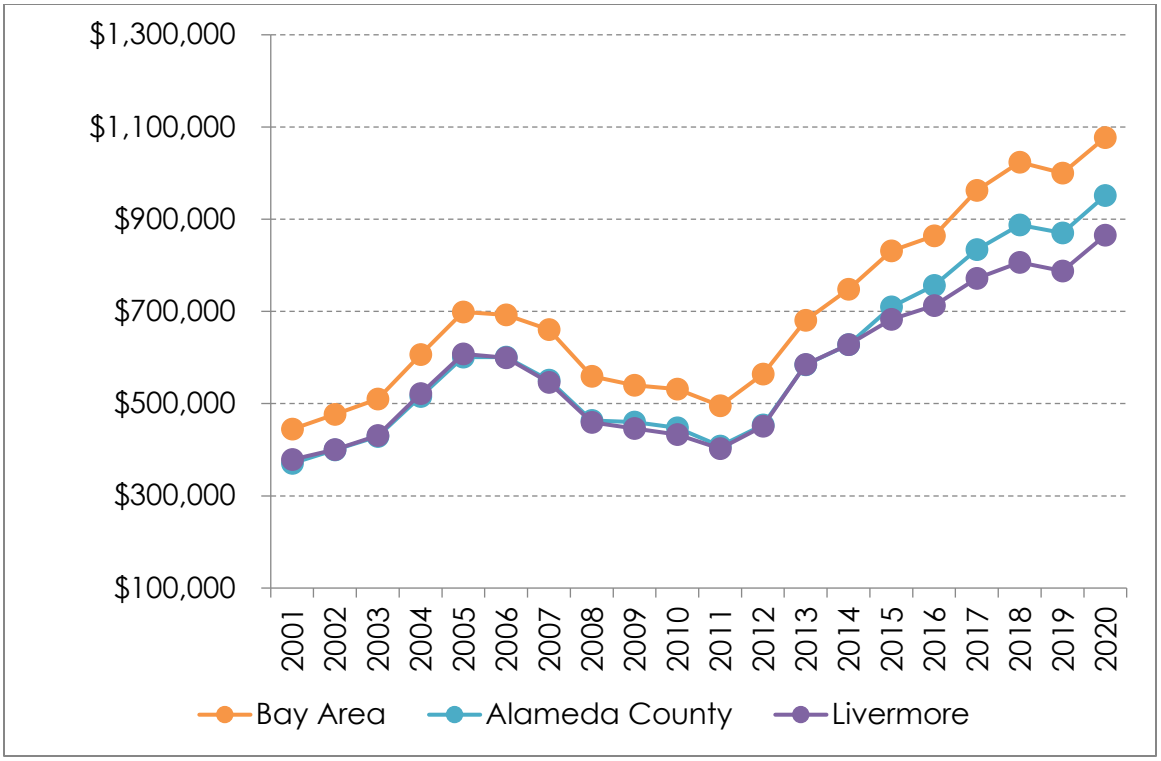
As shown in Table 2-35, a point-in-time survey conducted on RedFin.com shows that the median price of homes ranged from $767,500 for houses with two bedrooms to $1,765,000 for houses with five bedrooms.

Table 2-35: Livermore Home Sale Prices, January 2021–January 2022			
Bedrooms	***Sales***	***Median Price***	***Average Price***
Homes			
2	10	$767,500	$737,200
3	123	$990,000	$1,031,269
4	103	$1,270,000	$1,310,941
5 +	34	$1,765,000	$1,759,374
Homes Total	**270**	**$1,198,125**	**$1,209,696**
Condominiums			
1	7	$364,900	$354,129
2	29	$660,000	$633,638
3	19	$845,000	$858,251
4	5	$909,000	$894,600
Condos Total	**60**	**$694,725**	**$685,155**
Townhomes			
2	2	$632,500	$632,500
3	15	$815,000	$784,667
4	2	$910,000	$910,000
Townhomes Total	**19**	**$785,833**	**$775,722**

Source: Redfin, 1/4/22.

Between the economic downturn and present day, home prices in Livermore, Alameda County, and the Bay Area increased (Figure 2-1). Home prices have continued to rise, and most of the homes in Livermore are only affordable to above-moderate-income households.

Figure 2-1: Home Sale Prices 2001 to 2020



Source: Zillow, Zillow Home Value Index (ZHVI); ABAG Data Packet, 2021.

Housing prices decreased dramatically during the economic downtown; however, this decrease did not result in home ownership among low- and moderate-income households. Stricter underwriting standards contributed to barriers to homeownership for those without a substantial down payment and good credit history. Because housing prices have climbed, many homes remain unattainable to low- and moderate-income households.

Table 2-36 shows that the majority of owner-occupied units in Livermore are valued at $500,000 to $750,000 (38.9 percent). The second largest group falls under the value range of $750,000 to 1 million (30.6 percent). This trend of home value is reflected in Alameda County and the Bay Area.

Table 2-36: Home Values of Owner-Occupied Units, 2019

Geography	*Units Valued Less than $250k*	*Units Valued $250k–$500k*	*Units Valued $500k–$750k*	*Units Valued $750k–$1M*	*Units Valued $1M–$1.5M*	*Units Valued $1M–$2M*	*Units Valued $2M+*
Livermore	3.3%	8.7%	38.9%	30.6%	14.7%	2.4%	1.4%
Alameda County	5.2%	14.5%	28.4%	25.5%	17.7%	5.0%	3.8%
Bay Area	6.1%	16.3%	22.5%	20.1%	17.9%	7.9%	9.2%

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25075; ABAG Data Packet, 2021.

RENTAL HOUSING COSTS

Table 2-37 shows the contract rent for renter-occupied units in 2019. In Livermore, approximately 26.2 percent of renters pay $1,500 to $2,000 per month in rent. In Alameda County and the Bay Area, most renters also pay $1,500 to $2,000 per month in rent (24.9 percent and 22.8 percent, respectively). The second most common rent range in Livermore is $2,000 to $2,500 per month (22.2 percent).

Table 2-37: Contract Rents for Renter-Occupied Units, 2019

Geography	*Rent less than $500*	*Rent $500–$1000*	*Rent $1000–$1500*	*Rent $1500–$2000*	*Rent $2000–$2500*	*Rent $2500–$3000*	*Rent $3000 or more*
Livermore	5.3%	7.4%	16.2%	26.2%	22.2%	14.8%	7.9%
Alameda County	6.4%	11.8%	22.0%	24.9%	17.1%	10.6%	7.2%
Bay Area	6.1%	10.2%	18.9%	22.8%	17.3%	11.7%	13.0%

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25056; ABAG Data Packet, 2021

Based on an online survey conducted in January 2022, the average rent in Livermore for a 1-bedroom apartment was $2,206 (Table 2-38). The average rent for a 3-bedroom apartment was $3,262 and the average rent across the number of bedrooms in a unit in Livermore was $2,657.

Table 2-38: Average Rental Prices in Livermore, 2022

Bedrooms	*Average Price of Rent*
Studio	$1,618
1 Bedroom	$2,206
2 Bedroom	$2,565
3 Bedroom	$3,262
4 Bedroom	$3,636
Average	**$2,657**

Source: RealPage.com and Zillow.com Survey, 1/4/2022.

HOUSING AFFORDABILITY

A community's housing affordability is measured by evaluating market rate prices for buying and renting homes compared to the ability of residents to afford these market rates. For purposes of the Housing Element, a home is considered affordable if it is suitably sized and costs the household 30 percent or less of its gross monthly income. Households that pay more than 30 percent of their income for housing (i.e., rent or mortgage and

utilities) are considered "cost burdened." Housing that is not suitably sized can result in overcrowding, which occurs when a household has more than one person per room.[6]

Housing affordability varies by income group. Extremely low-income households have greater challenges in accessing housing that is affordable than above-moderate-income households, who can spend significantly more on housing. Accordingly, the following analysis evaluates housing affordability by income group (i.e., extremely low-, very-low-, low-, moderate-, and above-moderate-income groups). The U.S. Department of Housing and Urban Development (HUD) determines the income groups, which are then adopted by the California Housing and Community Development Department (HCD).[7]

This housing affordability analysis does not consider home maintenance costs. Since landlords of rental housing typically pay maintenance costs, which can be considerable, homeownership is inherently more expensive than rental housing. The discussion also does not consider transportation costs, the second highest household expense, which are strongly influenced by housing location and context (availability of transit, parking prices, etc.).

Table 2-39 shows the maximum amount that a household can pay for housing each month without exceeding the 30 percent threshold and without overcrowding. As noted in the table, the income figures are based on the 2021 HCD AMI for Alameda County of $125,600 for a family of four, and calculation of affordable home sales prices are based on an annual interest rate of 5.007 percent for a mortgage. Interest rates have increased substantially in the last year and are expected to rise more as of Spring 2022.

Comparing this table to the housing cost information described in the previous section reveals that extremely low- and very-low-income households in Livermore cannot afford market rental or owner-occupied housing. Based on prevailing rents, some low-income households could afford market-rate rental units. Only above-moderate-income households can afford the typical median price for a home in Livermore.

The following sections describe in more detail housing affordability by income group.

[6] Rooms include living rooms, dining rooms, bedrooms, study, and other rooms, but do not include kitchens, hallways, or bathrooms.

[7] HCD and HUD apply the 30 percent of gross income standard to set affordable rents for income-restricted units.

Table 2-39: Housing Affordability Matrix (2020)						
Income Group	*Income Levels*		*Monthly Housing Costs*		*Maximum Affordable Price*	
	Annual Income	*Affordable Payment*	*Utilities/Monthly Debts*	*Taxes & Insurance[1]*	*Ownership[2]*	*Rental[3]*
Extremely Low						
One Person	$28,800	$720	$150	$1,595	$101,908	$720
Small Family[4]	$37,000	$925	$225	$1,806	$128,923	$925
Large Family	$44,400	$1,110	$300	$1,987	$152,204	$1,110
Very Low						
One Person	$47,950	$1,199	$150	$2,252	$186,186	$1,199
Small Family	$61,650	$1,541	$225	$2,652	$237,467	$1,541
Large Family	$74,000	$1,850	$300	$3,004	$282,614	$1,850
Low						
One Person	$76,750	$1,919	$150	$3,273	$317,042	$1,919
Small Family	$98,650	$2,466	$225	$3,964	$405,581	$2,466
Large Family	$118,400	$2,960	$300	$4,578	$484,351	$2,960
Moderate						
One Person	$105,500	$2,638	$150	$4,292	$447,671	$2,638
Small Family	$135,650	$3,391	$225	$5,275	$573,694	$3,391
Large Family	$162,750	$4,069	$300	$6,150	$685,860	$4,069

Notes: Maximum affordable home prices are for illustrative purposes only and are not to be used for determining specific program eligibility.

1. Property taxes are based on the average rate for Alameda County of 0.78%, and insurance is based on Zillow Affordability Calculator assumptions.

2. Affordable home price is based on down payment of 20% of annual household income, annual interest of 5.007%, a 30-year mortgage, and monthly payment of 30% of gross household income.

3. Monthly affordable rent based upon rental payments of no more than 30% of household income.

4. Small Family = 3 persons; Large Families = 5 or more persons.

Sources: https://www.zillow.com/mortgage-calculator/house-affordability/; Average property taxes for Livermore, CA, https://smartasset.com/taxes/ california-property-tax-calculator#yYQmplVSUe; Homeowners insurance, http://www.baysano.com/contra-costa-county-ca-average-home-insurance -cost-74/ OR https://vhomeinsurance.com/contra-costa-county-ca-home-insurance-hi7812/ OR use Zillow.

Extremely Low-Income Households

Extremely low-income households in Livermore have incomes that are 30 percent or less of the AMI. The maximum affordable home rental price for an extremely low-income household ranges from $720 for a one-person household to $1,110 for a five-person household. The maximum qualifying home price for an extremely low-income household ranges from $108,679 for a one-person household to $160,823 for a five-person household (Table 2-39). With lower end studios renting for $1,618/month, market rents exceed the affordable housing payment for an extremely low-income household. In practical terms,

this means that a one-person household cannot afford an average priced studio or one-bedroom unit without assuming a cost burden. The problem is exacerbated for larger households with extremely low incomes.

Very Low-Income Households

Very low-income households in the city earn between 31 and 50 percent of the AMI. The maximum qualifying home price for a very low-income household ranges from $210,623 for a one-person household to $318,396 for a five-person household (Table 2-39). With median home sale prices starting at $767,500 for two-bedroom homes, market-rate homes in Livermore are not attainable for very low-income households.

A very low-income household can afford to pay $1,199 to $1,850 in rent per month, depending on the household size. With the average rents in Livermore starting at $2,206 for a one-bedroom unit, a very low-income household cannot afford to pay the average rental price without facing overcrowding or cost burden issues. Rental prices for one-bedrooms in Livermore currently range from about $1,099 to $2,903, indicating that a two-person, very low-income household earns less than the amount necessary to afford a typical lower-priced one-bedroom in Livermore. In practical terms, this means that very low-income households cannot afford an average market-rate rental without assuming a cost burden.

Low-Income Households

Low-income households earn between 51 and 80 percent of the AMI. The maximum qualifying home price for a low-income household ranges from $363,937 for a one-person household to $554,756 for a five-person household (Table 2-39). Compared to the median selling price of homes in Livermore, low-income households cannot afford homeownership in the city, regardless of household size.

A low-income household can afford to pay $1,919 to $2,960 in rent per month, depending on the household size. With the average rents in Livermore ranging from $2,206 for a one-bedroom to $3,096 for a three-bedroom unit, some low-income households can afford to pay the average rental price in Livermore, depending on household size. Larger low-income households could not afford market-rate rentals, as three-bedroom units exceed their maximum affordable rental price.

Moderate-Income Households

Moderate-income households earn between 81 and 120 percent of the AMI. The maximum qualifying home price for a moderate-income household ranges from $516,985 for a one-person household to $790,850 for a five-person household (Table 2-39). Based on the median housing prices in Livermore, moderate-income households cannot afford to purchase a home in Livermore without a sizeable down payment. To assist households out of reach from homeownership, the City offers a down payment assistance program for first-time homebuyers. This program offers a loan of up to $60,000 at three percent interest for first-time homebuyers, making a one-bedroom home affordable to a family of two and a two-bedroom home affordable to a family of three.

A moderate-income household can afford to pay $2,638 to $4,069 in rent per month, depending on the household size. With the average rents in Livermore ranging from $2,206 for a one-bedroom to $3,096 for a three-bedroom unit, some moderate-income

households can afford to pay the average rental price in Livermore, depending on household size.

COST BURDEN

HUD uses a Comprehensive Housing Affordability Strategy (CHAS) to evaluate housing cost burden. According to CHAS data for 2011 to 2017, renters in Livermore were more cost burdened than owners, with 25.2 percent of all renter households and 14.9 percent of all owner households paying more than 30 percent of their income for housing.

Table 2-40 shows cost burden by income group and tenure. Lower-income renter households (those earning less than 50% of the area median family income, or AMFI) are more likely to be cost burdened, with approximately 21.6 percent of very low-income renters cost burdened compared to only 6.1 percent of low income homeowners.

Large families (five or more related individuals) and elderly households tend to experience greater cost burden for housing. Elderly residents on fixed incomes sometimes overpay for housing, and rental increases are particularly difficult for this group. For large families to avoid overcrowding, owning or renting a large home is required, which costs more and is more likely to stretch the household budget for housing. Conversely, families may increase the number of people living in the housing unit to avoid being cost-burdened, causing overcrowding. The prevalence of overcrowding in Livermore is discussed in the following section.

Table 2-40: Cost Burden by Income Classification and Tenure for Livermore, 2018

Cost Burdened Totals	Renters			Owners			Total	
	Number	Percent of Renters	Percent of Total	Number	Percent of Owners	Percent of Total	Number	Percent of Total
Total Occupied Units	**8,965**	**100%**	**28.4%**	**22,570**	**100%**	**71.6%**	**31,535**	**100%**
Cost Burdened >30%	2,255	25.2%	7.2%	3,355	14.9%	10.6%	5,610	17.7%
Cost Burdened >50%	1,940	21.6%	6.2%	1,925	8.5%	6.1%	3,865	12.2%
Cost Burden by Household Income Group								
Very Low Income <=50% AMFI	1,415	15.8%	4.5%	1,230	5.4%	3.9%	2,645	8.4%
Low Income >50 to <=80% AMFI	1,540	17.2%	4.9%	1,590	7%	5%	3,130	9.9%
Moderate Income >80% to <=120% AMFI	1,030	11.5%	3.3%	1,525	6.7%	4.8%	2,555	8.1%
Above Moderate Income >120% AMFI	3,580	39.9%	11.3%	17,340	76.8%	54.9%	20,920	66.3%

AMFI= Area Median Family Income

Sources: CHAS data based on ACS 2014–2018 5-year estimates.

OVERCROWDING

In response to high housing costs and a limited supply of affordable housing, lower income families are sometimes forced to choose a smaller home to save money to pay for other necessities, including transportation, food, and clothing. Another strategy is to increase the number of people living together. In extreme cases, two families choose to share one home. For these reasons, large families and low-income households are more at risk of living in overcrowded conditions. HCD defines overcrowding as more than one occupant per room, and severe overcrowding as more than 1.5 occupants per room. Table 2-41 shows overcrowding severity in Livermore, Alameda County, and the Bay Area. The CHAS data shows that approximately one percent of owner-occupied units and 5.6 percent of rental units in Livermore are considered overcrowded, with some lower-resource neighborhoods experiencing overcrowding at higher rates. Approximately 0.1 percent of owner-occupied units and 1.7 percent of rental units are considered severely overcrowded in Livermore (Table 2-42)

Table 2-41: Overcrowding Severity, 2017

Geography	*1.00 Occupant per Room or Less*	*1.01 to 1.50 Occupants per Room*	*1.50 Occupants per Room or More*
Livermore	30,867	715	165
Alameda County	531,752	29,007	16,418
Bay Area	2,543,056	115,696	72,682

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release; ABAG Data Packet, 2021.

Table 2-42: Overcrowding by Tenure and Severity in Livermore, 2017

Tenure	*1.01 to 1.50 Occupants per Room*	*More than 1.5 Occupants per Room*
Owner Occupied	1.0%	0.1%
Renter Occupied	5.6%	1.7%

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release; ABAG Data Packet, 2021.

HOUSING PROBLEMS FOR ALL HOUSEHOLDS

Table 2-43 shows the number of households by tenure that has any housing problems according to the 2013-2017 ACS-based CHAS database. A housing problem includes conditions such as lack of kitchen or plumbing, more than one person per room, or a cost burden greater than 30 percent of the AMI by income category. As shown in Table 2-43, 3,405 of very low- and extremely low-income households reported a housing problem.

Table 2-43: Housing Problems for All Households			
	Total Renters	*Total Owners*	*Total Households*
Households Income <30% MFI with any Housing Problem	1,040	640	1,680
Household Income >30% to <50% MFI with any Housing Problem	1,045	680	1,725
Totals	**2,085**	**1,320**	**3,405**

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release.

2.7 REGIONAL HOUSING NEED

State law requires all regional councils of governments to determine the existing and projected housing need for their region and to allocate a portion of the regional housing need to each jurisdiction. The Association of Bay Area Governments (ABAG) is the agency responsible for determining the City of Livermore's Regional Housing Need Allocation (RHNA).

As shown in Table 2-44, based on ABAG's allocation, the City should plan for 4,570 new housing units between January 31st, 2023, and January 31st, 2031. Approximately 28.8 percent of these units should be for very low-income households, 16.6 percent for low-income households, 15.2 percent for moderate-income households, and 39.4 percent for upper-income households. The RHNA estimate for very low-income housing need in Livermore is 1,317 housing units. Based on HCD standards, 50 percent of these should be planned for extremely low-income households. Therefore, there is a projected need for 658 units affordable to extremely low-income households and 658 units affordable to very low-income households in Livermore.

Table 2-44: Regional Housing Need Allocation by Income Group, January 2023 to January 2031					
Geography	*Very-Low-Income Units*	*Low-Income Units*	*Moderate-Income Units*	*Above-Moderate-Income Units*	*Total Units*
Livermore	1,317	758	696	1,799	4,570
ABAG Region	114,442	65,892	72,712	188,130	441,176

Source: ABAG, December 2021.

2.8 AFFORDABLE HOUSING

Housing that receives public funding or is created through governmental policies is often a significant source of affordable housing in many communities. This section identifies the affordable housing in Livermore, evaluates the potential for conversion to market-rate within 10 years of the beginning of the Housing Element planning period, or 2033, and analyzes the cost to preserve the units. Resources for preservation, replacement, and construction of new units are described in Chapter 4. Housing programs to address preservation of these units are described in Chapter 5.

INVENTORY OF AFFORDABLE HOUSING

Livermore has produced a large supply of affordable housing through the use of federal, state, and local policies and assistance programs. The City has created both affordable homeownership opportunities as well as rental housing for families, seniors, people experiencing homelessness, and people with disabilities, through the use of in-lieu fees and the Inclusionary Housing Ordinance. Table 2-45 provides an inventory of affordable housing in Livermore.

Table 2-45: Affordable Housing Inventory

Development	Total Units	Affordable Units			Total Affordable Units	Funding Source	Expiration of Affordability
		Very Low	Low	Moderate			
Ageno Apartments	171	35			35	LIHTC	2070
Arbors	162		81	81	162	Tax-Exempt Bonds	2050
Arbor Vista	80	39		41	79	HUD	2039
Dogwood House (Crane Ave)	3	3			3	CalHFA	2071
Avance	45	44			44	LIHTC	2074
Arroyo Del Valle Commons	12	11			11	HUD	2038
Bluebell Apartments	27	9		6	15	HUD; City	2025/2028
Carmen Ave.	30	29			29	LIHTC; HCD	2062
Chestnut Apartments	6	2	4		6	City; HCD	2061
Chestnut Square Senior Housing	72	72			72	LIHTC	2071
Chestnut Square Family Housing	42	42			42	LIHTC	2072
Colgate (Lily House)	6	6			6	HUD; City	2057
Corte Cava	2	2			2	HUD	2037
Vandenburg Villa (formerly Gardella Gardens) Senior Housing	39	39			39	HUD; City	2044
Heritage Estates (Assisted living)	250	100			100	LIHTC	2058
Heritage Estates (Senior Apartments)	130	23	32		55	LIHTC	2061
Heritage Park	167		33		33	Bond	2085
Hillcrest Gardens	55	43	11		54	HUD	N/A
Las Posadas	9	9			9	City; HUD	2059
Leahy Square	125	125			125	HUD	N/A

Table 2-45: Affordable Housing Inventory

Development	Total Units	Affordable Units			Total Affordable Units	Funding Source	Expiration of Affordability
		Very Low	Low	Moderate			
Marilisa Meadows	50		31		31	N/A	2027
McLeod Apartments	5	2	3		5	CalHFA	2070
Oak Street Apartments	8	2			2	N/A	2056
Outrigger Apartments	42	18	10		28	City	2034
Owl's Landing	72	71			71	LIHTC; HUD; CalHFA	2052
Railroad Ave	6	6			6	City	2074
Stoney Creek Apartments	70	69			69	LIHTC; HCD	2070
Vineyard Village	75	75			75	HUD	2022
Totals	**1,761**	**876**	**205**	**128**	**1,208**		

Source: California Housing Partnership Corporation, 2021 and City records, 2022

AT-RISK HOUSING

Affordable housing options for most lower-income households are limited primarily to rental housing. Therefore, preserving the existing affordable rental housing stock is an important goal for Livermore. Most affordable rental housing units in the city were achieved through subsidy contracts and deed restrictions/affordability covenants in exchange for construction and mortgage assistance. From time to time, restricted units lose their affordability controls and revert to market-rate units. For instance, development projects are typically considered at-risk due to: (1) the prepayment provisions of HUD-insured mortgage loans; (2) expiration of Section 8 and Section 236 contracts; and (3) expiration of restrictions on mortgage revenue bonds. The following describes in detail these conditions.

- **Prepayment of HUD loans.** In the mid-1960s, the federal government provided low-interest financing or mortgage insurance to housing developers in return for guaranteeing that rents remain affordable to lower-income households. After 20 years, the owners could prepay the mortgages and lift their rent restrictions or maintain the affordability controls until their mortgages were paid.
- **Section 8 Program.** In the mid-1970s, the federal government provided two approaches to encouraging the production of affordable rental housing. Under the Section 8 program, HUD provided a 15- or 20-year agreement to provide rental subsidies to property owners in return for making the units affordable to very-low-income households. The income is typically the difference between 30 percent of the household's income and a negotiated fair market rent for the area. Due to expiring Section 8 contracts and uncertainty of future Section 8 funds, the future of an affordable complex receiving Section 8 funding is uncertain.
- **Section 236 Program.** The other federal program, Section 236, provided rent subsidies in the form of interest reduction, by which multifamily housing could be produced. Two rent schedules were utilized: market rent, based on a market rate mortgage; and basic rent, based on a 1 percent mortgage. Tenants were required to pay the basic rent of 25 percent of their income, with rent payments never to exceed the market rents. Units were restricted to households that met the low- and moderate-income limits established for the program. The subsidized housing moratorium imposed by President Nixon in January 1973 brought an end to additional Section 236 construction.
- **Bond Financed Projects.** State, county, and local governments have the authority to issue tax-exempt mortgage revenue bonds to provide below market-rate financing for rental housing construction. State and federal law require that multifamily projects built with tax-exempt bond proceeds set aside a portion of units as affordable to lower-income households for a specified period of time. The typical contractual period is 10 to 15 years. After the term expires, the property owners may rent the units at market rates.
- In many communities, bond-financed projects typically convert to market rates. Over time, rent levels increase in the community, and the difference between market versus restricted rents increases to the point that, unless additional financial benefits are offered, property owners have no incentive to maintain the units as affordable.

AT-RISK AFFORDABLE RENTAL UNITS IN LIVERMORE

State law requires that the City assess the risk of losing affordable rental housing over a ten-year planning period. "At-risk" housing is defined as multifamily rental housing that is at risk of losing its status as housing affordable for low- and moderate-income tenants due to the expiration of federal, state, or local agreements. For this Housing Element, the at-risk analysis covers units in any subsidized projects at risk before 2033, or 10 years from the beginning of the 6th Round Housing Element planning period in January of 2023.

As shown in Table 2-46, there are three at-risk housing projects within Livermore: Bluebell Drive, Bluebell Transitional, and Vineyard Village. These projects are all scheduled to expire before 2033.

Table 2-46: Projects At-Risk

Project Name	*Type of Units*	*Type of Subsidy*	*Earliest Conversion Date*	*Units at Risk*
Bluebell Drive	Very Low & Moderate	HUD	2028	5
Bluebell Transitional	Very Low & Moderate	HUD	2025	10
Vineyard Village	Low	HUD	2022	75
Total				**90**

Source: City of Livermore, 2022

PRESERVATION OPTIONS

Transfer of Ownership

Aside from offering the current owner of an at-risk rental housing project modest financial incentives to maintain the property's affordability status, a transfer of ownership of an at-risk project to a nonprofit housing provider is generally one of the least costly ways to ensure that the at-risk units remain affordable. By transferring property ownership to a nonprofit organization, low-income restrictions can be secured indefinitely, and the project becomes eligible for a greater range of governmental assistance. A nonprofit organization could purchase an existing multi-family complex, rather than build a new one, lowering the per-unit cost significantly. Multi-family units in Livermore (primarily condominiums and townhomes) have been selling for an average of $730,439 from January 2021 to January 2022. Assuming an average sales price, acquisition of 90 units would equate to $65,739,510.

Purchase of Affordability Covenant

Another option to preserve the affordability of at-risk projects is to provide an incentive package to owners to maintain the projects as low-income housing. Incentives could include writing down the interest rate on the remaining loan balance in the form of a payment to the project lender and/or supplementing the fair market rent to market levels, if market rents are substantially more than the HUD-allowed fair market rent. It is difficult to estimate the cost of purchasing affordability covenants due to the number of variables in such a purchase.

Rental Subsidy

Another way to preserve units as affordable is to provide rental assistance to existing residents. Rental assistance to the projects could be structured in a similar fashion to Section 8. The feasibility of this alternative is highly dependent on the availability of funding sources necessary to provide the rental subsidies and the willingness of the owners to accept the subsidies if they are provided.

Table 2-47 shows the rental subsidies required to preserve at-risk units. The calculations assume that extremely low-income households would be the likeliest recipients of rental subsidies. The total cost for rental subsidies would range from $1,007 to $1,412 per unit per month, which equates to $1,239,480 annually.

Table 2-47: Potential Rent Subsidies

Per Unit Affordable Rent + Utilities	*1 Bedroom[1]*	*2 Bedroom[2]*	*3 Bedroom[3]*
Very Low Income (50% AMI) (A)	$1,199	$1,541	$1,850
Per Unit Fair Market Rent (B)	$2,206	$2,565	$3,262
Monthly Per Unit Subsidy (C=B-A)	$1,007	$1,024	$1,412
Annual Subsidy/Unit (C * 12)	$12,087	$12,285	$16,944
Average Annual Subsidy	$13,772		
Total "At Risk" Units	**90**		
Total Annual Subsidy	**$1,239,480**		

1. Assumes 1-person household paying 30 percent of household income on rent and utilities.
2. Assumes 3-person household (i.e., a small family) paying 30 percent of household income on rent and utilities.
3. Assumes 5-person household (i.e., a large family) paying 30 percent of household income on rent and utilities.
Note: Assumes an even distribution among bedroom sizes.

Construction of Replacement Units

Constructing new low-income housing units is another means of replacing at-risk units that convert to market rate. The cost of developing the new housing depends upon a variety of factors, including density, unit size, location, land costs, and type of construction. Construction costs for recent multifamily developments averaged $237 per square foot, with an average unit costing $213,931 when accounting for land cost, government fees, and other costs. Based on this average, construction of replacement units would cost approximately $19,253,790, assuming an average unit size of 856 square feet. The cost of constructing replacement units far exceeds the cost of the rental subsidy alternative.

Cost Comparisons

Based on the calculations, providing rental subsidies offers the least costly alternative for preserving the units while the transfer of ownership is the most costly. Both the construction of new units and the transfer of ownership to a nonprofit entity ensure long-term affordability of the units. Though rental subsidies are the least costly alternative, the subsidies do not necessarily ensure the long-term affordability of the units.

The cost estimating scenarios find the relative preservation costs to be:

- Acquisition of at-risk units – $65,739,510
- Rent subsidy – $1,239,480 annually or $14,209,249 over 10 years, assuming a three percent inflation rate per year.
- Replacement through new construction – $19,253,790

Replacing or preserving the 90 at-risk units is costly, regardless of the method. Providing a rent subsidy program appears to be the least costly option. However, many federal and state funding programs are available for new construction of affordable housing, which may greatly reduce the cost to the City.

Resources for Preservation

The Government Code requires the City to identify local nonprofit corporations which have the "legal and managerial capacity to acquire and manage" the at-risk units or the apartment complexes containing the at-risk units. The City is also required to identify the federal, state, and local financing and subsidy programs that may be considered to preserve these units. These are listed in the Resources section. HCD maintains a list of qualified organizations, and there are several located in Livermore and Alameda County, including Housing Authority of the City of Livermore and Christian Church Homes of Northern California.

2.9 ASSESSMENT OF FAIR HOUSING

Assembly Bill (AB) 686 requires that all housing elements due on or after January 1st, 2021, must contain an Assessment of Fair Housing (AFH) consistent with the core elements of the analysis required by the federal Affirmatively Furthering Fair Housing (AFFH) Final Rule of July 16th, 2015.

Under California law, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics."

To comply with AB 686, the City of Livermore (City) has completed the following outreach and assessment of fair housing issues. The maps and analysis included in this assessment rely on data collected from several sources, including, but not limited to, the California Tax Credit Allocation Committee (TCAC) and California Department of Housing and Community Development (HCD) Opportunity Areas,[8] 2010 Census,[9] 2010-2014 and 2015-2019 American Community Survey (ACS),[10] 2019 Longitudinal Employer-Household Dynamics (LEHD),[11] 2014-2018 Comprehensive Housing Affordability Strategy (CHAS),[12] California Department of Education,[13]

[8] California Tax Credit Allocation Committee and Housing and Community Development Department, 2020. 2020 TCAC/HCD Opportunity Map. https://belonging.berkeley.edu/tcac-opportunity-map-2020.
[9] U.S. Census Bureau, 2020. 2010 Decennial Census. https://hudgis-hud.opendata.arcgis.com/.
[10] U.S. Census Bureau, 2014. 2010-2014 American Community Survey. https://hudgis-hud.opendata.arcgis.com/.
[11] U.S. Census Bureau, 2019. 2015-2019 American Community Survey. https://hudgis-hud.opendata.arcgis.com/.
[12] Office of Policy Development and Research (PD&R). 2021, December 20th (accessed). "Comprehensive Housing Affordability Strategy cost burden data for the City of Livermore." Huduser.gov. https://www.huduser.gov/PORTAL/datasets/cp.html
[13] School Dashboard, State of California. 2019 data, City of Livermore. 2021, December 20th (accessed). "California School Dashboard for Livermore Valley Unified School District."caschooldashboard.org.

California Department of Social Services,[14] CalEnviroScreen 4.0,[15] and Zillow Home Value Index.[16] All data presented in the maps included in this assessment was collected through the AFFH Data Viewer mapping tool, a tool developed and approved by HCD for use in assessment of fair housing analyses as the most current and accurate data available. This approach was developed in consultation with HCD and in conjunction with efforts to develop standardized state-wide datasets for fair housing analyses.

OUTREACH

As identified in the Outreach and Public Participation section of this Housing Element, the City met with several stakeholders and community organizations throughout the update process. These efforts included an interview with a fair housing provider serving residents of Livermore and other local Bay Area jurisdictions. During this consultation, the stakeholder expressed a need for proactive and "protective" tenant protections, such as rent control, just-cause protections, and other housing protection laws to keep more individuals housed. They also stated that the Tri-Valley area contains concentrations of low-income, non-White residents, who face harassment and discrimination without the same protection, resources, and services as those same groups in more urban communities, where there are often a range of resources and services that serve people of color and linguistically isolated populations. The fair housing provider pointed to the City of Alameda's rent petition program as an example of a useful tool to empower tenants to advocate for themselves. They expressed a need for a tool such as this to be developed for Livermore residents.

However, stakeholders emphasized that a singular rental adjustment program is not enough to protect tenants from a hostile living environment, which can stem from circumstances beyond the landlords' control, such as harassment from neighbors, particularly against low-income tenants or persons struggling with their mental health. In situations such as this, tenants require access to additional legal assistance to prevent displacement due to harassment or wrongful eviction. In the creation of additional tools, stakeholders expressed that enforcement mechanisms must also be included to ensure effectiveness and accountability. The fair housing provider recommended reviewing protections adopted by the City of Oakland, including a Just Cause ordinance for evictions, a Rent Adjustment program to manage rent increases, and Tenant Harassment ordinance. The City has identified similar programs and ordinances to be adopted to protect Livermore renters from displacement due to discriminatory actions (Program 5.1.1).

According to stakeholder feedback, residents living with one or more mental disorders (e.g., post-traumatic stress disorder, mental health issues, depression, etc.) typically need more time to pay rent on time because of their mental difficulties. Therefore, stakeholders felt that it would be beneficial to provide training for housing providers to understand the effects of mental illness on paying rent on time and the value of payment plans or other options. Additionally, they felt that a variety of fiscal incentives, such as a shallow subsidy, would provide ongoing support for

[14] Community Care Licensing Division, California Department of Social Services. 2021, December 2020 (accessed). "Adults Residential Facility Search." Ccld.dss.ca.gov. https://www.ccld.dss.ca.gov/carefacilitysearch/Search/AdultResidentialAndDaycare

[15] Office of Environmental Health Hazard Assessment, State of California. 2021, October 20th. 2021, December 12th (accessed). "Map of CalEnviroScreen 4.0." oehha.ca.gov. https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40.

[16] Home Value Index, Zillow. 2021, December 20th (accessed). "Home Values." Zillow.com. https://www.zillow.com/research/data/.

these residents. In conjunction, supportive services (e.g., case management, in-unit care, etc.) should have more dedicated funding streams to ensure that tenants receive the resources they need to remain in their home.

Consultations identified a need for workshops on fair housing laws for residents and housing providers. The goal of these would be to inform housing providers on their rights and responsibilities under fair housing laws, and provide education on discrimination, aiming to reduce the number of instances that result in fair housing complaints in Livermore. A tenant workshop counterpart can be conducted to inform residents on their tenant rights. Lastly, fulfilling reasonable accommodation requests have been an identified issue in Livermore.

As described in Section 1.3, the City also conducted a survey in English and Spanish on housing needs and barriers in order to solicit input from community members with protected characteristics. The majority of respondents were low-income renters of color living in Livermore. Through the survey, the City was also able to hear from people experiencing homelessness, people with disabilities, families living in or near poverty, and low wage workers employed in Livermore.

Housing costs were identified as the primary barrier for living in Livermore. Other barriers identified by survey respondents include:

- Economic insecurity and/or access to quality jobs
- Housing search
- Racial segregation and/or discrimination
- Credit score, income documentation, and income requirements (e.g., being required to earn three or more times the monthly rate)
- Economic segregation and/or discrimination
- Housing voucher access
- Prior records and legal status, such as not having a social security number, having a prior eviction on one's housing record, or being formerly incarcerated
- Local preference given to those who live/work in Livermore for affordable housing vacancies

Additional housing access barriers identified at the City's Housing Solutions Open House, held at an affordable rental housing development in December 2021, include language access (particularly Spanish), housing navigation, social security number requirements, and income documentation for gig workers and entrepreneurs. The City has identified a variety of actions under Goals 3 and 5 in Section 5.2 of this Housing Element, to address the barriers raised by respondents.

INDICATORS OF FAIR HOUSING

The California Government Code Section 65583 (10)(A)(ii) requires the City to analyze racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs, including displacement risk. Since 2017, the TCAC and HCD have developed annual maps of access to resources, such as high-paying job opportunities; proficient schools; safe and clean neighborhoods; and other healthy economic, social, and environmental indicators to provide evidence-based research for policy recommendations.

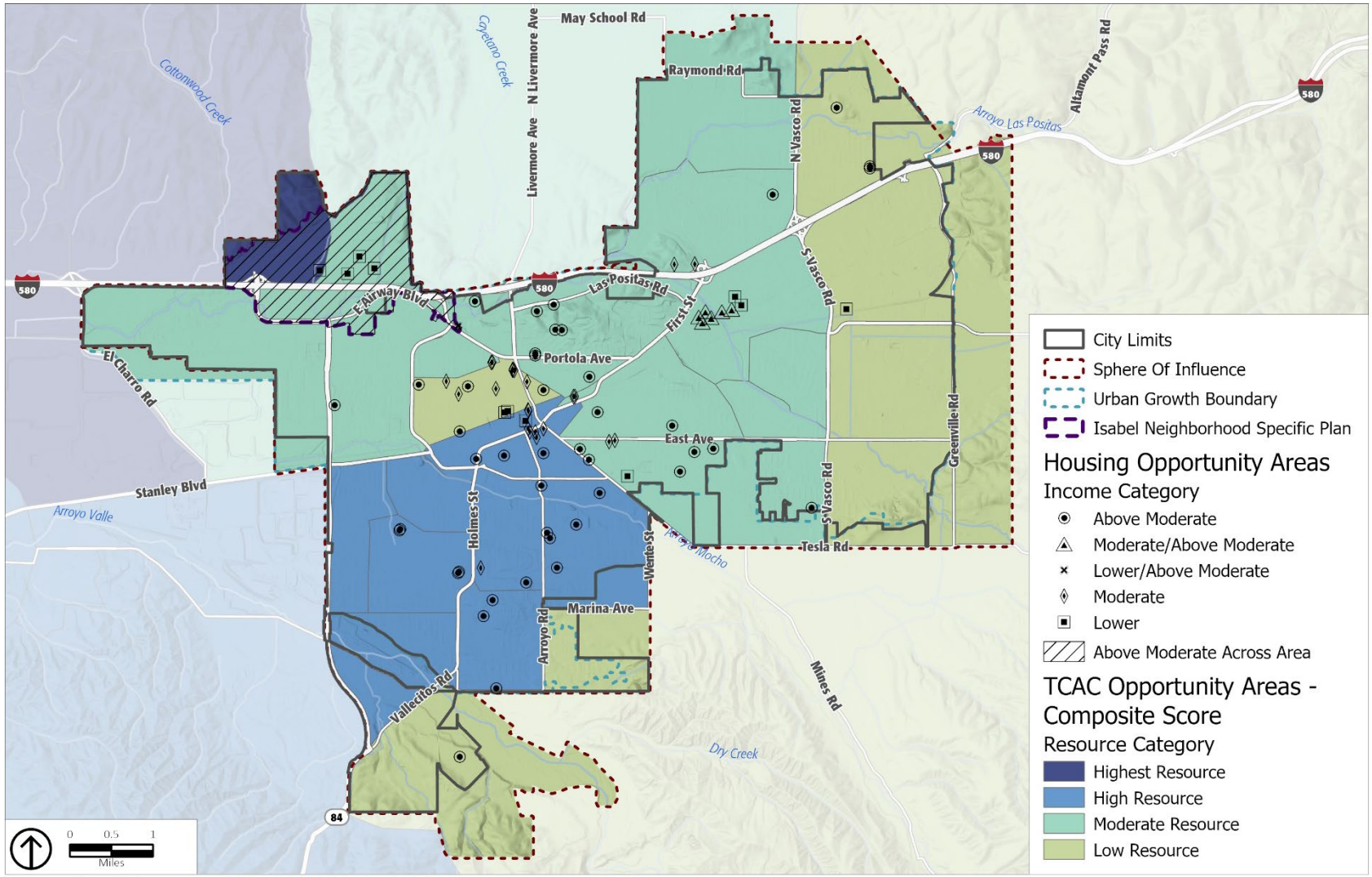
This effort has been dubbed "opportunity mapping" and is available to all jurisdictions to assess access to opportunities within their community.

The TCAC/HCD Opportunity Maps can help to identify areas within the community that provide strong access to opportunity for residents or, conversely, provide low access to opportunity. The information from the opportunity maps can help to highlight the need for housing element policies and programs that would help to remediate conditions in low-resource areas and areas of high segregation and poverty and to encourage better access for lower-income households and communities of color to housing in high-resource areas. TCAC/HCD categorized census tracts into high, moderate, or low resource areas based on a composite score of economic, educational, and environmental factors that can perpetuate poverty and segregation, such as school proficiency, median income, and median housing prices. The TCAC/HCD Opportunity Maps use a regional index score to determine categorization as high, moderate, and low resource. Livermore falls within the Bay Area TCAC region, which includes all the Bay Area counties. Within the Bay Area, the top 40 percent of census tracts are either Highest or High resource and the remaining 60 percent of census tracts are evenly divided into Moderate and Low resource.

Areas designated as "highest resource" are the top 20-percent highest-scoring census tracts in the region. Residents in these census tracts are expected to have access to the best outcomes in terms of health, economic attainment, and education attainment. Census tracts designated "high resource" score in the 21st to 40th percentile compared to the region. Residents of these census tracts have access to highly positive outcomes for health, economic, and education attainment. Moderate resource areas are in the top 30 percent of the remaining census tracts in the region. Areas that are designated as "moderate resource (rapidly changing)" are those that have experienced rapid increases in key indicators of opportunity, such as increasing median income, home values, and an increase in job opportunities. Residents in these census tracts have access to either somewhat positive outcomes in terms of health, economic attainment, and education; or positive outcomes in a certain area (e.g., score high for health, education) but not all areas (e.g., may score poorly for economic attainment). Low resource areas are those that score in the bottom 30 percent of census tracts and indicate a lack of access to positive outcomes and poor access to opportunities. The final designation are those areas identified as having "high segregation and poverty;" these are census tracts that have an overrepresentation of people of color compared to the county as a whole, and at least 30 percent of the population in these areas is below the federal poverty line ($26,500 annually for a family of four in 2021).

According to the TCAC/HCD Opportunity Areas map, the southwestern portion of Livermore is considered high resource, northern and central Livermore are predominantly moderate resource, and eastern Livermore, one central census tract, and the southernmost portions are low resource (see Figure 2-2). There are no areas identified as high segregation and poverty or moderate resource (rapidly changing). However, the eastern low resource area encompasses the Lawrence Livermore National Laboratory and industrial and commercial areas, with limited to no residential development.

Figure 2-2: TCAC Opportunity Area Designations



Source: City of Livermore, 2021; TCAC, 2021; Esri, 2021.

Patterns of Integration and Segregation

Income Distribution

As discussed in the Housing Needs Assessment of this Housing Element, a lower-income four-person household in Livermore is any that earns less than $125,600 annually. While the median income in Livermore ranges from $60,000 to $168,542 depending on the neighborhood, those areas where the median income is greater than $125,000 are concentrated outside of the core of the city. The area in the center of Livermore has a median income ranging from approximately $60,000 to $81,786 (see Figure 2-3). The patterns of income distribution income in Livermore follow generally lower incomes in the center of the city to highest incomes along the edges, with few areas that break this pattern. Though the median income overall is higher in Pleasanton, a similar pattern exists as in Livermore, with higher median incomes outside of the city center. This contrasts with Tracy, which has a higher concentration of households with lower household median income groups than Livermore and Pleasanton. The patterns found in Livermore reflect those throughout the Association of Bay Area Governments (ABAG) region, where household median income tends to be higher in less dense neighborhoods, such as the predominantly suburban communities along and east of Interstate 680. Western portions of the Alameda and Contra Costa Counties, including the cities of Oakland, Emeryville, and Berkeley, have higher concentrations of poverty in high-density neighborhoods than are found in suburban communities.

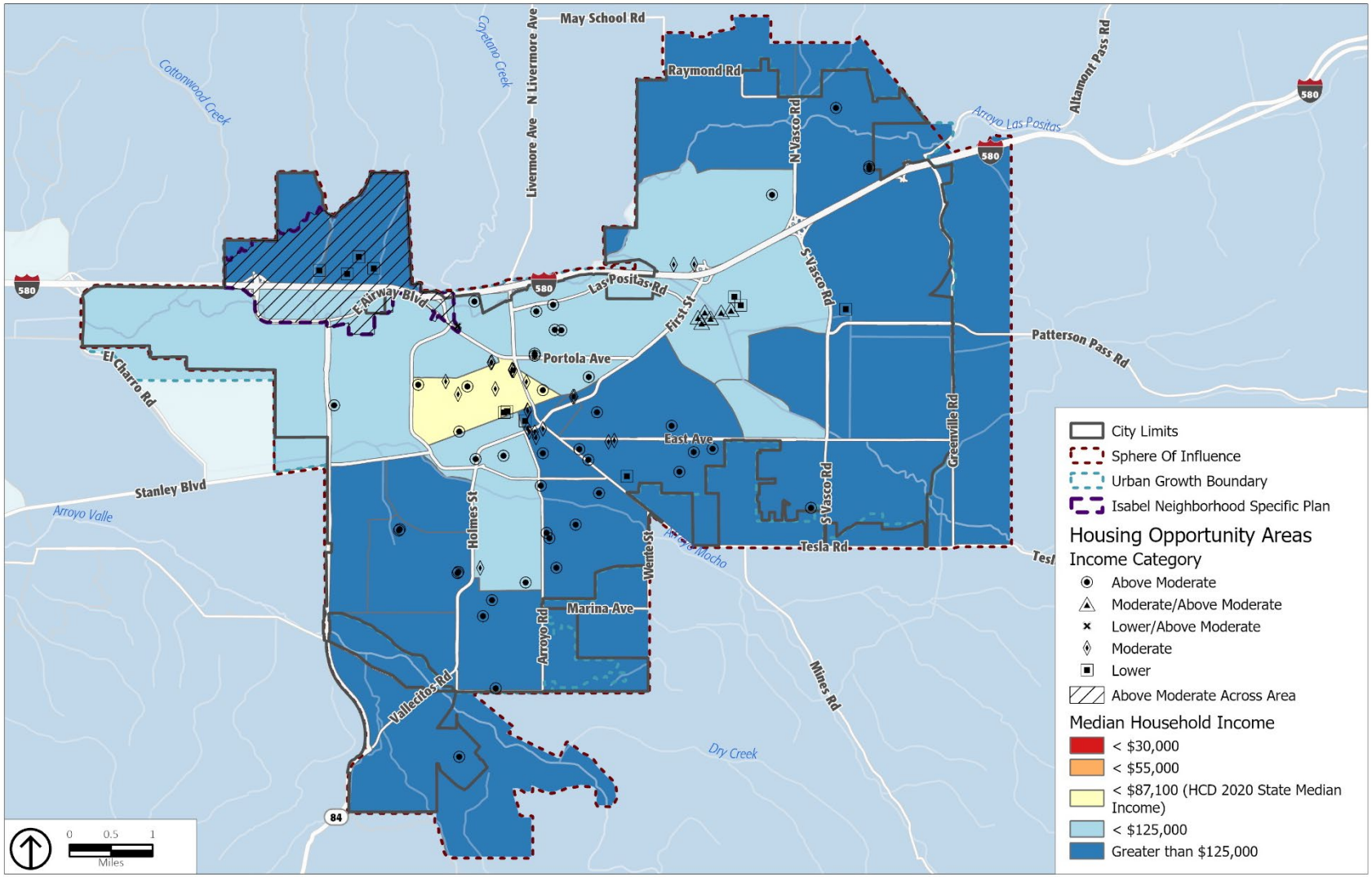
In 2014, there were three areas of concentrated poverty in Livermore: the neighborhood encompassing Big Trees Park bounded by East Avenue to the south, S. Vasco Road to the east, Charlotte Way to the north, and N. Mines Road to the east (14.0 percent), the area bounded by Portola Avenue to the south, Interstate 580 to the north, and First Street to the east (10.6 percent), and the city center between N. Murrieta Boulevard and Junction Avenue (10.7 percent). However, by 2019, the rate of poverty in each of these areas had dropped below 10 percent. Despite the decrease in poverty, the Urban Displacement Project has identified the last area as "Low-income/Susceptible to Displacement" and it has been identified by TCAC and HCD as a "low resource" area. In contrast, the area near Portola Avenue has been identified as an area experiencing "Advanced Gentrification" by the Urban Displacement Project, and by TCAC and HCD as a "moderate resource" area. Several programs to help reduce displacement risk associated with this are identified in Table 2-54 at the end of this AFH. The Big Trees Park neighborhood contains the highest percentage of children in a female-headed household and designated by TCAC and HCD as a "moderate resource" area.

According to the UC Merced Urban Policy Lab and Association of Bay Area Government/Metropolitan Transportation Council (ABAG/MTC)'s AFFH Segregation Report, above moderate-income residents across the San Francisco Bay Area are significantly more segregated from other income groups. This is also true in Livermore, where above moderate-income residents are the most segregated compared to other income groups. Above moderate-income residents live in neighborhoods where they are less likely to encounter residents of other income groups. In 2015, the income segregation in Livermore between lower-income residents and other residents was higher than the average value for Bay Area jurisdictions. Livermore has a lower share of very low-income residents than other jurisdictions in the Bay Area as a whole, a lower share of low-income residents, a lower share of moderate-income residents, and a higher share of above moderate-income residents. Among all income groups, the very low-income population's segregation measure has changed the most over time, becoming more segregated from other income groups between 2010 and 2015.

ABAG/MTC found that a variety of historic practices and policies resulted in past and present patterns of segregation. For example, nationwide practices of racially restrictive covenants, redlining, and mortgage lending discrimination presented overt barriers to homeownership, and housing options in general, for people of color. Locally, land use decisions, such as prioritizing single-family development, did not target minority groups but may have established development patterns that prevented access to lower-income households. Local, state, and federal policies have, both directly and indirectly, influenced access to services, amenities, and opportunities for lower-income and non-White households.

In order to address historic discrepancies in access to opportunities lower-income households and people of color, the City will conduct racial equity impact assessments, strengthen requirements for linguistically accessible services, pursue funding to help remove economic barriers for people with protected characteristics, and work with community partners to provide accessible housing search assistance (Program 5.2.1).

Figure 2-3: Median Income



Source: ACS, 2015-2019; City of Livermore, 2021; Esri, 2021.

Racial and Ethnic Characteristics

As presented in the Housing Needs Assessment of this Housing Element, the population of the Livermore is predominantly White, Non-Hispanic, though diversity has increased in the last 10 years (see Table 2-5 in the Housing Needs Assessment). Approximately 62.0 percent of Livermore residents identified as White in 2019, a decrease from 64.7 percent in 2010. The Black, American Indian and Alaska Native, and Hispanic or Latinx populations have remained relatively stable during this time, while the Asian or Pacific Islander population increased from 8.5 percent to 12.0 percent of the population. There are two areas in Livermore where the population does not predominantly identify as White (see Figure 2-4). The northwest corner of the city (north of Constitution Drive and west of Collier Canyon Road) is predominantly Asian. The neighborhood containing May Nissan Community Park and Maylin Avenue Elementary School (bounded by the Altamont Corridor Express tracks to the south, N. Murrieta Boulevard to the west, Pine Street to the north, and Junction Avenue to the east), is predominantly Hispanic or Latinx.

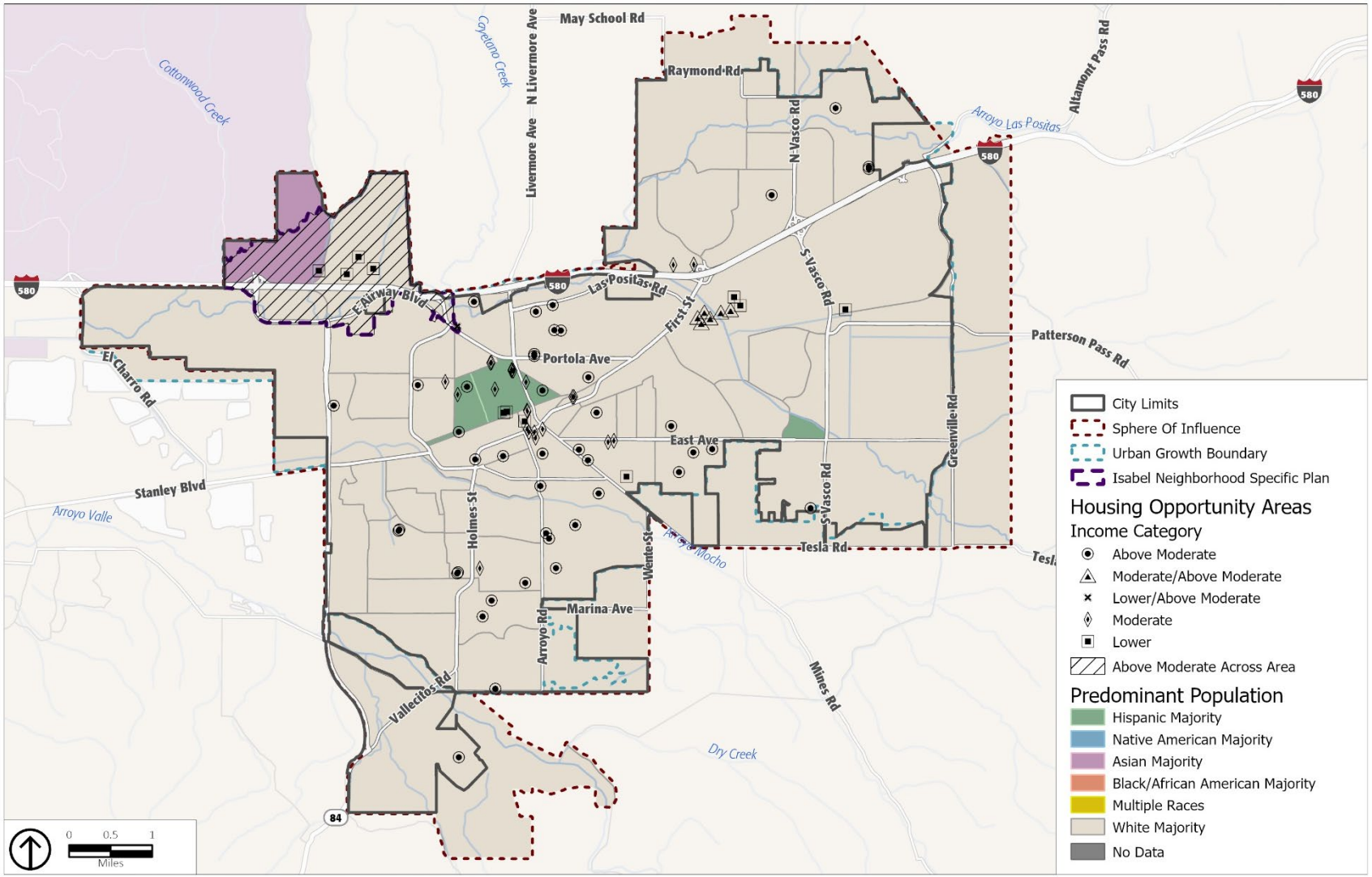
Across the San Francisco Bay Area, White residents are significantly more segregated from other racial groups. The analysis for the AFFH Segregation Report completed by UC Merced Urban Policy Lab and ABAG/MTC staff found that as of 2020, White residents are the most segregated compared to other racial groups in Livermore, as measured by the isolation index, meaning that White residents live in neighborhoods where they are less likely to come into contact with other racial groups. Among all racial groups, the White population's isolation index value has changed the most over time, becoming less segregated from other racial groups between 2000 and 2020, likely as a result of increasing diversity citywide. Further, the 2020 *Alameda County Regional Analysis of Impediments to Fair Housing* (County AI) found there are greater levels of socioeconomic integration in Alameda County jurisdictions than at the regional and national levels. The County AI used the United States Department of Housing and Urban Development's (HUD's) Dissimilarity Index (DI) to measure the division of various racial and ethnic groups across a defined geographic area. The index is broken down into three scored categories: 0 to 39, 40 to 54, and 55 to 100. A higher score indicates a higher intensity of division across racial and ethnic groups. To understand the scores for various ethnic and racial groups, the DI measured four groups: Non-White and White, Black and White, Hispanic and White, and Asian or Pacific Islander and White. Livermore scored between 8.2 and 11.8 in 1990 and between 18.9 and 31.8, in 2017, indicating that division of various racial and ethnic groups within the city has grown since 2002, though it remains lower than scores in other jurisdictions in the region. This indicates that, while there has been an increase in diversity and reduced isolation of White residents as a result, that integration has not occurred in all neighborhoods. As such, neighborhoods remain predominantly White even as diversity has increased in select areas, such as north of the railroad in the center of the city. The highest DI score for Livermore, 31.8, was the division between the Black and White population, meaning that 31.8 percent of Black residents would have to a move to a new track to increase integration. In comparison, Pleasanton's 2018 DI score for the Black and White population was 28.6. These scores are supported by ABAG/MTC's finding that Livermore has a higher share of White residents than other jurisdictions in the Bay Area as a whole, a lower share of Latinx residents, a lower share of Black residents, and a lower share of Asian/Pacific Islander residents. Overall, jurisdictions in the Alameda County Consortium, which includes the urban county and entitlement cities (all cities in the county excluding Berkeley and Oakland), scored between 36.9 and 49.2 in 2017, indicating less racial and

ethnic division in Livermore than the greater region (scores 45.9 to 63.5). Similarly high racial and ethnic division was found in Oakland, which scored between 51.4 and 67.9 in 2017.

While there are concentrations of populations of color throughout Livermore, none qualify as racially and ethnically concentrated areas of poverty (R/ECAPs). A R/ECAP, as defined by HUD, is an area in which 50 percent or more of the population identifies as non-White and 40 percent or more of individuals are living below the poverty line. The closest R/ECAP is in Hayward and one adjacent to Hayward (San Lorenzo area). While no areas in Livermore can be categorized as a R/ECAP, in the predominantly Hispanic and Latinx population in the center of the city mentioned previously, the median income is approximately $73,000 to $119,000. Additional analysis regarding characteristics that may have resulted in this concentration of lower- and moderate-income and Hispanic/Latinx residents in this area is included throughout this assessment, including discussion of housing types, access to opportunities, and more.

In contrast to R/ECAPs, racially concentrated areas of affluence (RCAA) have persisted due to decades of focused investment, appreciated value of real estate, and wealth generation resulting from redlining practices and racially restrictive covenants. While RCAAs have not been officially defined by HUD, for the purposes of this analysis, if the percentage of a population in a census tract that identifies as White is 1.5 times the percentage that identifies as White in ABAG as a whole, and the median income is at least 1.25 times greater than the State AMI ($90,100), or $112,625, the tract is considered a RCAA. By these criteria, most of Livermore qualifies as a RCAA, indicating possible barriers to entry for non-White and lower-income households in most neighborhoods. The areas that do not meet the criteria to be considered a RCAA include the Sunset Park neighborhood and the area north of Downtown extending northeast to the Springtown neighborhood. As stated previously, the UC Merced Urban Policy Lab and ABAG/MTC Staff identified in the *AFFH Segregation Report: Livermore* found that White residents of Livermore are the most isolated. Livermore's isolation index of 0.568 for White residents means that the average White resident lives in a neighborhood in which 56.8 percent of the population is White. To reduce barriers to housing that may result in the persistence of RCAAs in Livermore, the City has identified Program 5.1.1 to partner with fair housing providers to educate housing providers on fair housing laws regarding discrimination, Program 5.2.1 to provide targeted assistance for underrepresented populations, and Programs 3.1.1 and 3.2.1 to increase the supply of housing affordable to lower- and moderate-income households to increase housing mobility opportunities.

Figure 2-4: Predominant Population



Source: ACS, 2015-2019; City of Livermore, 2021; Esri, 2021.

Familial Status

According to the 2015-2019 ACS, there is a concentration of female-headed households (without spouse or partner) near Big Trees Park in the southeast corner of the city. Approximately 20 to 40 percent of the households in this area identify as this household type. Due to structural forces like gender wage disparities, the State of California has identified female-headed households as a population that is more likely to be vulnerable to poverty, displacement, or other negative impacts. While there is not a high rate of poverty in the Big Trees Park neighborhood, the median income is approximately $63,636, significantly lower than many other neighborhoods, and all adjacent neighborhoods, in Livermore. In this area, there is a concentration of apartments within walking distance of the Arroyo Seco Elementary School.

For comparison, there are no areas in Pleasanton with a concentration of female-headed households greater than 20 percent, while Tracy contains two areas. Across the ABAG region, there are many more jurisdictions with a higher concentration of this family type than Livermore. The concentrations of married couples with children are predominantly around the perimeter of Livermore, while the center of Livermore contains households with more mixed group family types. The cities of Tracy, Livermore, and Pleasanton all share a relatively similar concentration of largely married couples with children located around the perimeter of their respective city, where there are typically larger single-family home types that are suitable for families. Additionally, home prices are often higher in single-family neighborhoods and are unattainable for many single-income households, thus resulting in a higher rate of married couple and other dual-income households. Married couples with children is the dominant familial type in Tracy, Livermore, and Pleasanton. Across the ABAG region, more urban communities have more balanced mixes of family types while more suburban communities have higher concentrations of largely married couples with children. To ensure there is housing available to all family types, the City will encourage affordable housing in a range of sizes (Program 1.5.3).

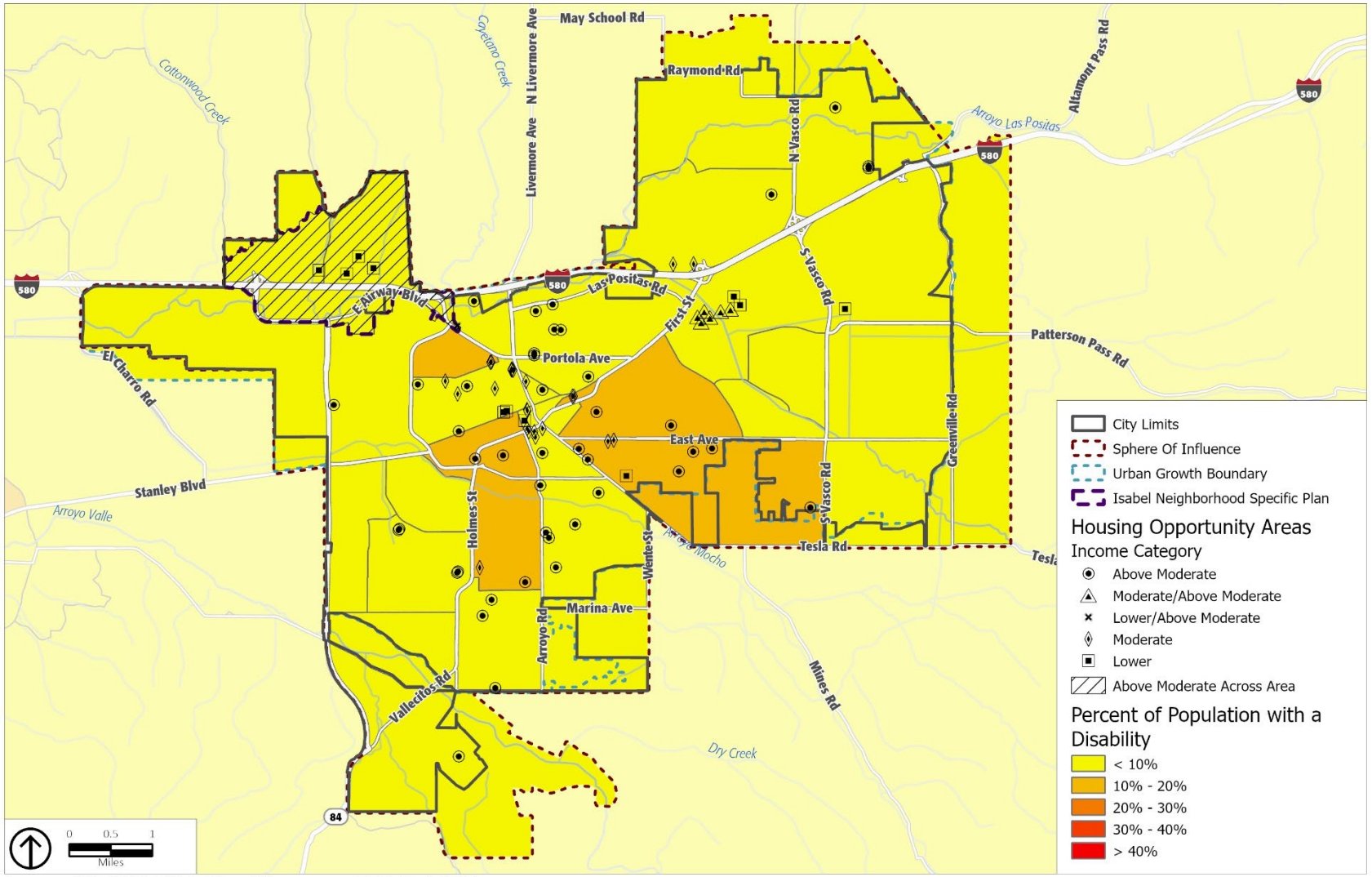
Persons with Disabilities

As stated in the Housing Needs Assessment of this Housing Element, the 2015-2019 ACS estimated that approximately 8.4 percent of residents in Livermore had a disability. As shown in Table 2-23 in the Housing Needs Assessment, cognitive difficulty was the most common disability type for Livermore residents. Approximately 30 percent of Livermore senior residents (people 65 years and older) live with a disability. Disability rates and patterns have shifted since 2014, when there were two census tracts where more than 10 percent of the residents identified as living with a disability (see Figure 2-5). However, by 2019, this concentration has decreased as a larger portion of the city now have a rate of disability greater than 10 percent. An increasing disability rate may be a result of an aging population, as the senior population in Livermore has increased from 9.8 percent of the total population in 2010 to 13.4 percent in 2019 according to the ACS. While there are several assisted living facilities and residential care facilities in Livermore, the City has included Programs 1.5.1 and 1.5.2 to facilitate this type of housing and encourage universal design in new developments, so the growing populations of seniors and persons with disabilities are able to find housing options to remain in their community.

While the percentage of the population with a disability varies slightly throughout the city, there is one significant concentration of this population between First Street to the north, Lomitas Avenue to the south, Arroyo Road/L Street to the east, and Holmes Street to the west, where approximately 16.3 percent of the population has a disability. Milan Villa Senior Living, Tuscany Villa Senior Living, and A Home of Our Own, with a combined capacity for 61 residents, are within this census tract, supporting a concentration of seniors who are more likely than younger residents to have vision, hearing, or ambulatory difficulties. The proximity of this tract to downtown may further support the concentration of this population due to proximity to services, transit, and smaller units often preferred by senior households.

Pleasanton shares a similar rate of disability as Livermore, while Tracy has a higher rate in the center and east side of the city. While the disability rate is slightly lower in Livermore than in the region, the patterns of concentration are similar. Typically, urban areas with higher population density, often along the bay and in downtown areas, have slightly higher rates of disability in both the Bay Area and the county. This trend may be due to a concentration of accessible housing, proximity to transit, and the availability of resources in these areas. Livermore largely reflects disability patterns found throughout the region with higher rates of disability in denser areas. The City has identified several programs in Table 2-54 at the end of this AFH to improve housing mobility and access to resources and services for persons with disabilities, to alleviate the concentrations of persons with disabilities identified and to address concerns about shortages of accessible housing and services identified by stakeholders.

Figure 2-5: Disability Rate



Source: ACS, 2015-2019; City of Livermore, 2021; Esri, 2021.

Access to Opportunity

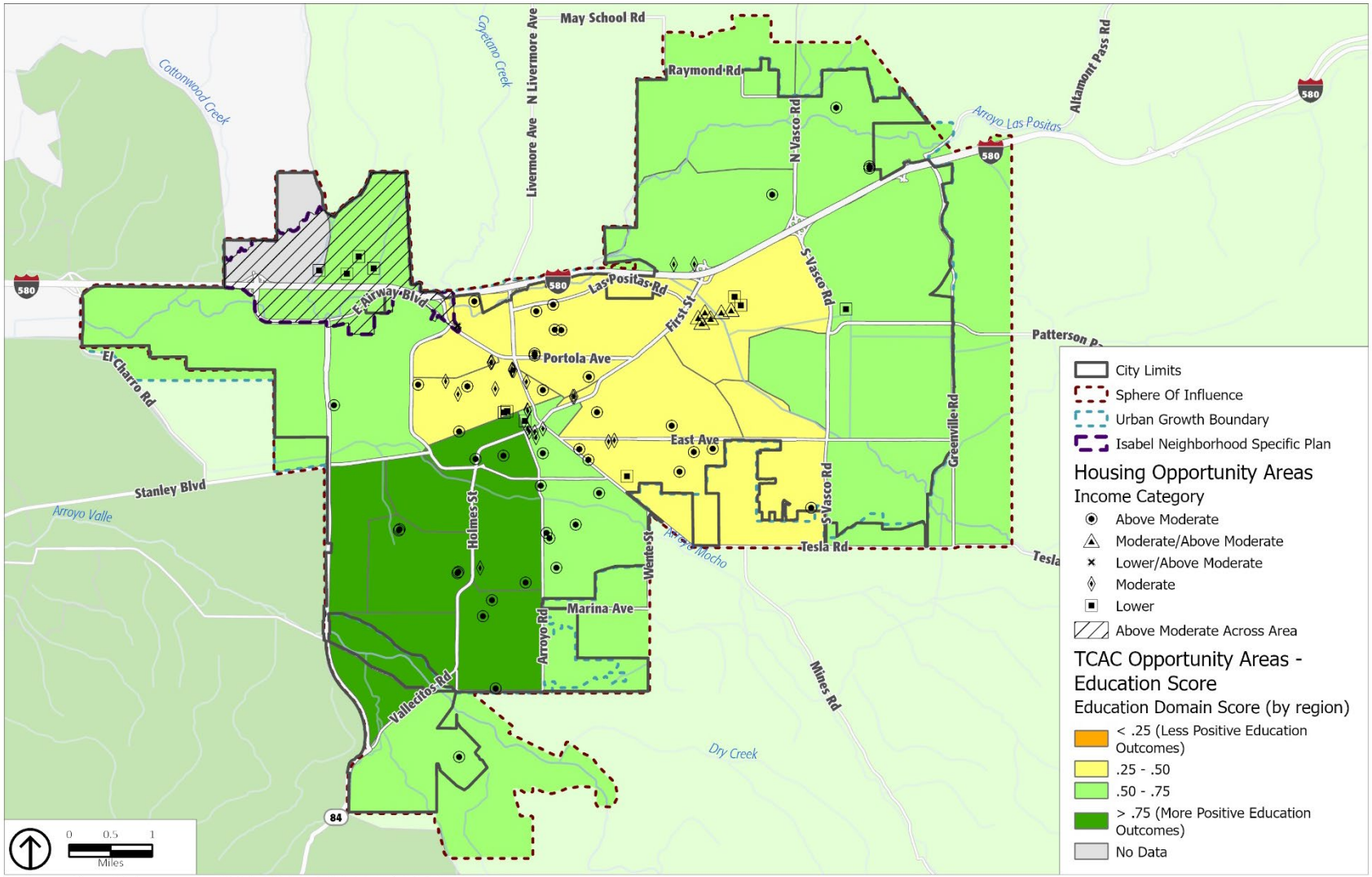
Educational Opportunities

School quality is often tied to housing, with neighborhoods with higher median incomes and home values often having access to higher performing schools than lower-income neighborhoods. Income distribution influences home values and property taxes, and therefore funding for public schools. As such, school districts with higher concentrations of lower-cost housing typically have lower standardized test scores, creating a cyclical problem of not offering these students equal educational opportunities afforded to students in affluent neighborhoods. Therefore, disparities in access to strong school opportunities serves as an indicator of fair housing and equal access to opportunities.

Livermore residents are served by a variety of schooling opportunities through the Livermore Valley Joint Unified School District (LVJUSD), Del Valle Continuation School, and Livermore Adult Education. Between these schools, there are nine elementary schools, three middle schools, three high schools, and two kindergarten through 12th grade schools in Livermore. The anticipated educational outcome, according to TCAC/HCD opportunity maps (see Figure 2-6), is lowest in central areas of Livermore, between N. Murrieta Boulevard and Interstate 580 north of First Street, and between S. Livermore Avenue and S. Vasco Road south of First Street. The TCAC/HCD Educational Score is based on access to educational attainment on fourth grade reading and math proficiency from the 2018-2019 school year, high school graduation rate, and prevalence of student poverty. The highest educational outcomes are expected in areas outside of the Livermore core, where neighborhoods have higher median incomes (see Figure 2-3). For comparison, Pleasanton, in its entirety, has a much higher overall anticipated educational outcome than Livermore, which correlates with the generally higher median income found in Pleasanton. In contrast, Tracy shares a similar anticipated educational outcome as Livermore, where central and northern parts of Tracy with lower median incomes have the lowest anticipated educational outcome. Like in Livermore, areas in Tracy with higher median incomes have higher educational scores.

Each year, the California Department of Education (DOE) publishes performance metrics for each school in the state, including student assessment results for English Language Arts and Mathematics as they compare to the state on meeting grade-level standards. Performance scores were available for the nine elementary schools, three middle schools, three high schools, and two kindergarten through 12th grade schools (see Table 2-48). Performance scores were not available for Vineyard Alternative School, Del Valle Continuation High, and Livermore Valley Adult Education; however, it is worth noting that continuation and alternative schools typically serve students who struggle with traditional school environments and present a valuable opportunity for students who may otherwise not complete high school or are seeking additional education.

Figure 2-6: TCAC Educational Score



Source: City of Livermore, 2021; TCAC, 2021; Esri, 2021.

Of the ranked Livermore schools, in 2019, the DOE reported that only Junction K-8 and Marylin Avenue Elementary fell below statewide grade standards in both English Language Arts and Mathematics. Approximately 5.8 and 8.0 percent of students in Junction K-8 and Marylin Avenue Elementary were chronically absent, respectively (see Table 2-48). Moreover, approximately 63.8 percent and 78.6 percent of Junction K-8 and Marylin Avenue Elementary were considered socially disadvantaged. Both schools are in the area that is predominantly Hispanic, Latino, Latina, and Latinx according to the 2015-2019 ACS (N. Murrieta Boulevard to the west, Pine Street to the north, Union Pacific Railroad to the south, and Junction Avenue to the east). At the block group level, the median income for the neighborhood surrounding Junction K-8 is $72,949, while the median income in the neighborhood surrounding Marylin Avenue Elementary is $119,688, indicating that school quality is not necessarily reflective of neighborhood median income in this case. All other schools in Livermore have performance scores at or higher than the State standard.

Table 2-48: School Performance Scores, 2019

School	*English Language Arts Score*	*Mathematics Score*	*Rate of Chronic Absenteeism*[1]	*Socially Disadvantaged Population*[2]
Leo R. Croce Elementary	+3.4	+7	5.4%	25.5%
Junction K-8	-11.8	-54.6	5.8%	63.8%
East Avenue Middle	+18	-24.3	0%	30.8%
Sunset Elementary	+66.4	+40.5	3.4%	6.7%
Marylin Avenue Elementary	-25.2	-17.8	8%	78.6%
Rancho Las Positas Elementary	+12.3	+3.9	4.8%	24%
Granada High	+41	+16.7	n/a	21.5%
Livermore High	+24	-36.9	n/a	26%
Jackson Avenue Elementary	+19.6	+5.5	5.1%	39.7%
Andrew N. Christensen Middle	+41.2	-2.6	-	19.7%
Altamont Creek Elementary	+38	+16	2.3%	17.4%
William Mendenhall Middle	+52.5	+26	3.5%	9%
Arroyo Seco Elementary	+16.6	+5.1	4.1%	24%
Emma C. Smith Elementary	+47.9	+42.5	2.2%	7.6%
Joe Michell K-8	+23.9	-10.7	3%	20.1%
Lawrence Elementary	+21.6	+21.3	5.4%	13.4%

Source: California Department of Education, 2019

[1] *The percentage of students who are absent 10 percent or more of the instructional days they were enrolled. Applies to elementary and middle schools.*

[2] *Percentage of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.*

In the 2019 school year, approximately 25.7 percent of Livermore Valley Joint Unified School District (LVJUSD) students qualified as socially disadvantaged, measured by the number of students who are eligible for free or reduced-priced meals or have parents or guardians who did not receive a high school diploma. Approximately 10.6 percent of students were English

learners, measured by students who are learning to communicate effectively in English, which usually requires instruction in the English language in addition to the typical course load, and approximately 0.1 percent of LVJUSD students are in foster care. Additionally, approximately 54.4 percent of the class of 2019 were ranked by the DOE as "prepared" for college or career. In comparison, in the neighboring Tracy Joint Unified School District (TJUSD), the percent of the student population that is considered socially disadvantaged more doubles, more than a quarter of students are English learners, and the college preparedness rate is significantly lower (see Table 2-49). While to the west, in the Pleasanton Unified School District, the rates of all of these demographic characteristics are significantly lower than in LVJUSD and the college preparedness rate significantly higher.

Table 2-49: School District Demographic Characteristics

School District	*Socially Disadvantaged Population*[1]	*English Learners*	*Foster Youth*	*College Preparedness*
Livermore Valley Joint Unified School District	25.7%	10.6%	0.1%	54.4%
Tracy Joint Unified School District	57.8%	26.9%	0.4%	34.7%
Pleasanton Unified School District	9.1%	11.4%	0.1%	76.2%

Source: California Department of Education, 2019

[1] *Percentage of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.*

While most schools in Livermore offer strong educational opportunities for students, residents of areas that are predominantly non-White have disproportionately limited access to high-quality schools. Addressing housing instability for families with children living in substandard housing or poverty, paired with encouraging integration of affordable housing in high opportunities, may improve educational opportunities for all students. However, most Livermore schools are an excellent starting point since most schools have high ratings according to Table 2-48. The Housing Element includes a set of housing programs to increase housing opportunity for extremely low-income households, including Program 3.4.2 to expand Section 8 voucher usage throughout the city and encourage affordable housing in high resource areas and near high-performing schools.

Transit Mobility

Livermore residents are served by the Altamont Commuter Express (ACE) Train and the Livermore Amador Valley Transit Authority (aka Tri-Valley Wheels). The ACE Train has two Livermore stations, one located Downtown and the other on Vasco Road, and connects Livermore residents with areas as far northeast as Stockton and southwest as San Jose. The Downtown Ace station also serves as the location of the Livermore Transit Center, which connects to the Tri-Valley Wheels bus system. Tri-Valley Wheels connects residents across Dublin, Livermore, Pleasanton, and unincorporated areas in Alameda County via a fixed-route bus service. Tri-Valley Wheels operates three routes within Livermore: Route 11 (suspended due to low ridership), Route 14, and Route 15. The express route (30R) was suspended due to the COVID-19 pandemic but is now back in service.

Northwest of the railroad, between N. Murrieta Boulevard, Pine Street, and Junction Avenue, there is a concentration of non-White and lower-income households, The location of the Livermore Transit Center in disadvantaged communities improves transit access for these residents to connect them to opportunities both within and outside of the city. Discounted ACE Train fares are available to qualifying passengers living with disabilities, Medicare cardholders, seniors (aged 65+), and children ages 6 to 12. Additionally, the ACE Train also has a Community Assistance Program (CAP) to assist lower-income households with fare reductions based on distance traveled. Typically, fares are a flat cost for travel. In December 2021, Tri-Valley Wheels fares ranged from $1 to $2 based on the use of cash, Clipper card, and if the rider identified as a regular rider, youth ($1.60 to $2), senior ($1), living with a disability ($1), or as a Medicare cardholder ($1). Tri-Valley Wheels riders also have access to senior and disabled discounted monthly passes. The Go Tri-Valley rideshare program operated by Tri-Valley Wheels pays for half of an Uber of Lyft ride fare (up to $5) for trips starting and ending within the city limits of Dublin, Pleasanton, and Livermore, including rides between cities. This program encourages residents to travel in groups, reducing the number of vehicle trips in each city and cars on the road.

According to AllTransit, a transportation database of over 902 transit agencies created by the Center for Neighborhood Technology, Livermore received a transit score of 4.3 out of 10. This score is a result of a "low combination of trips per week and number of jobs accessible enabling few people to take transit to work." Comparatively, Pleasanton scored 4.9 and Tracy scored 3.3 for the same metric, both earning the same description as Livermore. Transit scores in the Bay Area are typically highest in dense, urban areas served by a wide range of public transportation options. In contrast, more suburban communities, such as Livermore, have significantly lower transit scores where there are fewer options available to residents, presenting a barrier to households that may want to live in Livermore but rely on public transit to access employment and services.

Employment Opportunities

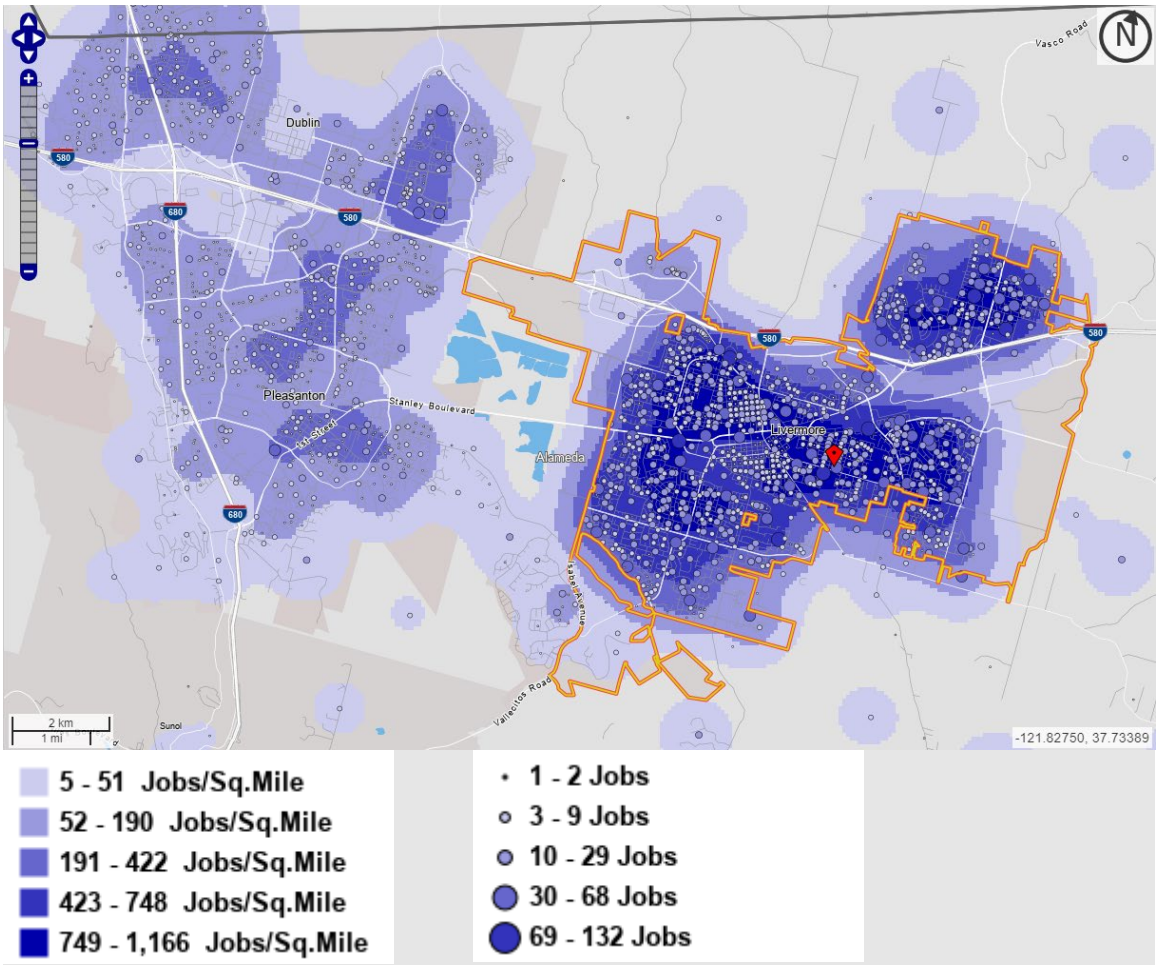
The transportation options available to Livermore residents significantly affect access to employment opportunities. According to the U.S. Census Bureau's Longitudinal Employer-Household Dynamics (LEHD) measurement, in 2019, 26.9 percent of Livermore residents lived less than 10 miles from their place of employment, 30.8 percent lived within 10 to 24 miles of their job, 26.1 percent were 20 to 50 miles from their job, and 16.3 percent were further than 50 miles from their job. While there are several employment opportunities in the city, Livermore's position in the Bay Area facilitates access to other jobs and industries in other nearby cities. LEHD data indicate that 39 percent of Livermore residents work in Alameda County, 16 percent work in San Joaquin County, 13.2 percent work in Contra Costa County, and 6 percent in Santa Clara County. Those that commute the furthest are largely commuting north to Napa, Petaluma, and Santa Rosa, and southeast to Turlock and Merced.

LEHD data also indicate that 20.4 percent of Livermore workers also live there. Other locations from which Livermore workers commute are the cities of Tracy (5.7 percent of Livermore workers), San Jose (3.6 percent), and Pleasanton (3.5 percent). Approximately 50 percent of Livermore workers commute from locations outside of the city that were not identified by the LEHD.

As shown in Figure 2-7, LEHD Origin-Destination Employment Statistics (LODES) data indicate that there is a greater concentration of jobs in Livermore than in nearby jurisdictions of Pleasanton, Dublin, and San Ramon. The high concentration of jobs in Livermore may be due

to the presence of Lawrence Livermore National Laboratory, Sandia National Laboratories, and the largest distribution center in the Tri-Valley area. However, job access across Livermore is not evenly distributed. The southwest corner of the city is identified as having the furthest proximity to jobs, according to HUD. This area is almost entirely residential and backs up to open space and vineyards, with few job opportunities. Residents of this portion of the city may have to commute north to job centers in Livermore or nearby communities.

Figure 2-7: Concentration of Jobs by Jurisdiction



Source: U.S. Census Bureau, 2019

According to the Department of Finance E-5 estimates and Table 2-50, Livermore's jobs-housing ratio has increased from 2002 to 2018. A jobs-housing ratio measures the number of jobs available compared to number of occupied housing units. A 1.0 ratio indicates that there is one job for every housing unit. In 2002, Livermore had a jobs-housing ratio of 1.56, while the county and Bay Area had ratios of 1.30 and 1.28, respectively. By 2018, the ratios had increased to 1.71, 1.43, and 1.47 for Livermore, the County, and the Bay Area, respectively, indicating that each of these have more jobs available than housing units. This high jobs-housing ratio may suggest that there is a shortage of housing in Livermore for workers that commute there. To address the imbalance, the City has included several programs in this Housing Element to

facilitate, incentivize, and support housing development so Livermore workers will have housing options to reside within the city.

Table 2-50: Jobs-Housing Ratio

Year	Livermore	Alameda County	Bay Area
2002	1.56	1.30	1.28
2010	1.42	1.20	1.21
2018	1.71	1.43	1.47

Source: ABAG Data Packet, 2021.

In addition, according to Table 2-51, Livermore's unemployment rate has historically been lower than the rates in Alameda County and the Bay Area. In January 2010, the unemployment rate was 8.1 percent, while Alameda County was 11.6 percent, and the Bay Area was 11.1 percent. In 2014, the unemployment rate had dropped to 4.5 percent in Livermore, remaining lower than Alameda County (6.6 percent) and the Bay Area (6.1 percent). This finding follows the trend shown in Table 2-51, which indicates that Livermore residents may have better access to jobs, or access to more secure jobs, than in the overall county and Bay Area.

Table 2-51: Unemployment Rate

Date	Livermore	Alameda County	Bay Area
January 2010	8.1%	11.6%	11.1%
January 2014	4.5%	6.6%	6.1%
January 2021	5.9%	7.2%	6.6%

Source: California Employment Development Department, Local Area Unemployment Statistics (LAUS); ABAG Data Packet, 2021.

Services for Persons with Disabilities

Livermore residents are served by Dial-A Ride Paratransit, a transportation service operated by the Livermore Transit Authority to provide door-to door transit for persons with disabilities. Drivers can provide assistance from the front door of origin or destination to the vehicle. This service is available whenever fixed-route service is operating and is also available to residents of other jurisdictions in the region, including Pleasanton, Dublin, and unincorporated communities in the county. The fare is $3.75 each way and the service is reservation based – reservations must be made at least the day before the trip and can be made up to seven days prior to the trip. Additionally, the Livermore Transit Authority also provides a Wheels Para-Taxi Program. The program offers a flexible same-day transportation option for Americans with Disabilities Act (ADA)-certified riders. Unlike traditional Paratransit services that are ride-share vehicles and operate on a schedule, the Wheels Para-Taxi service operates by allowing riders to use any taxi service, including Lyft, Uber, or regular taxis, then submit a reimbursement form on the Wheels website for the cost of the ride. According to the Livermore Transit Authority, the final cost to the rider after the reimbursement is often less than a Dial-A-Ride ticket. These two services provide the ability for persons living with disabilities to travel independently to, from, and around the Livermore area at reduced costs.

There are several licensed assisted living facilities available to persons living with disabilities in Livermore. In total, there are 459 beds available across 31 facilities, with the largest being The Watermark at Rosewood Gardens, with capacity for 115 residents. These facilities are largely near the downtown area in higher-density neighborhoods. Most facilities are in the two areas of concentrated disability south of First Street, therefore explaining the higher rates of disabilities in these tracts compared to other areas of the city. In addition to the assisted living facilities, there are seven adult residential care facilities with a combined capacity for 38 occupants. These residential homes are for adults with intellectual and developmental disabilities, who also have medical, behavioral, or age-related support needs.

The City also requires new developments to comply with Title 24 of the 2019 California Building Code to ensure that all new construction meets accessible design standards, thus ensuring that all new housing is accessible for all residents regardless of disability. Additionally, the City ensures that older housing that may not meet the same accessibility requirements can be adapted as needed through its Reasonable Accommodation process, discussed in the Governmental Constraints section of this Housing Element, and by seeking funding to assist with modifications (Program 5.1.2).

Environmental Health

A disadvantaged community or environmental justice community (EJ Community) is identified by the California Environmental Protection Agency (Cal EPA) as an "area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation," and may or may not have a concentration of low-income households, high unemployment rates, low homeownership rates, overpayment for housing, or other indicators of disproportionate housing need. In February 2021, the California Office for Environmental Health Hazard Assessment (COEHHA) released the fourth version of CalEnviroScreen, a tool that uses environmental, health, and socioeconomic indicators to map and compare communities' environmental scores. In the CalEnviroScreen tool, communities that have a cumulative score in the 75th percentile or above are those that have been designated as disadvantaged communities under Senate Bill (SB) 535. The cumulative score for each census tract includes an exposure score, with a low score being a positive outcome, for each of the following:

- Ozone concentrations
- $PM_{2.5}$ concentrations
- Diesel particulate matter emissions
- Drinking water contaminants
- Children's lead risk from housing for children
- Use of certain high-hazard, high-volatility pesticides
- Toxic releases from facilities
- Traffic impacts

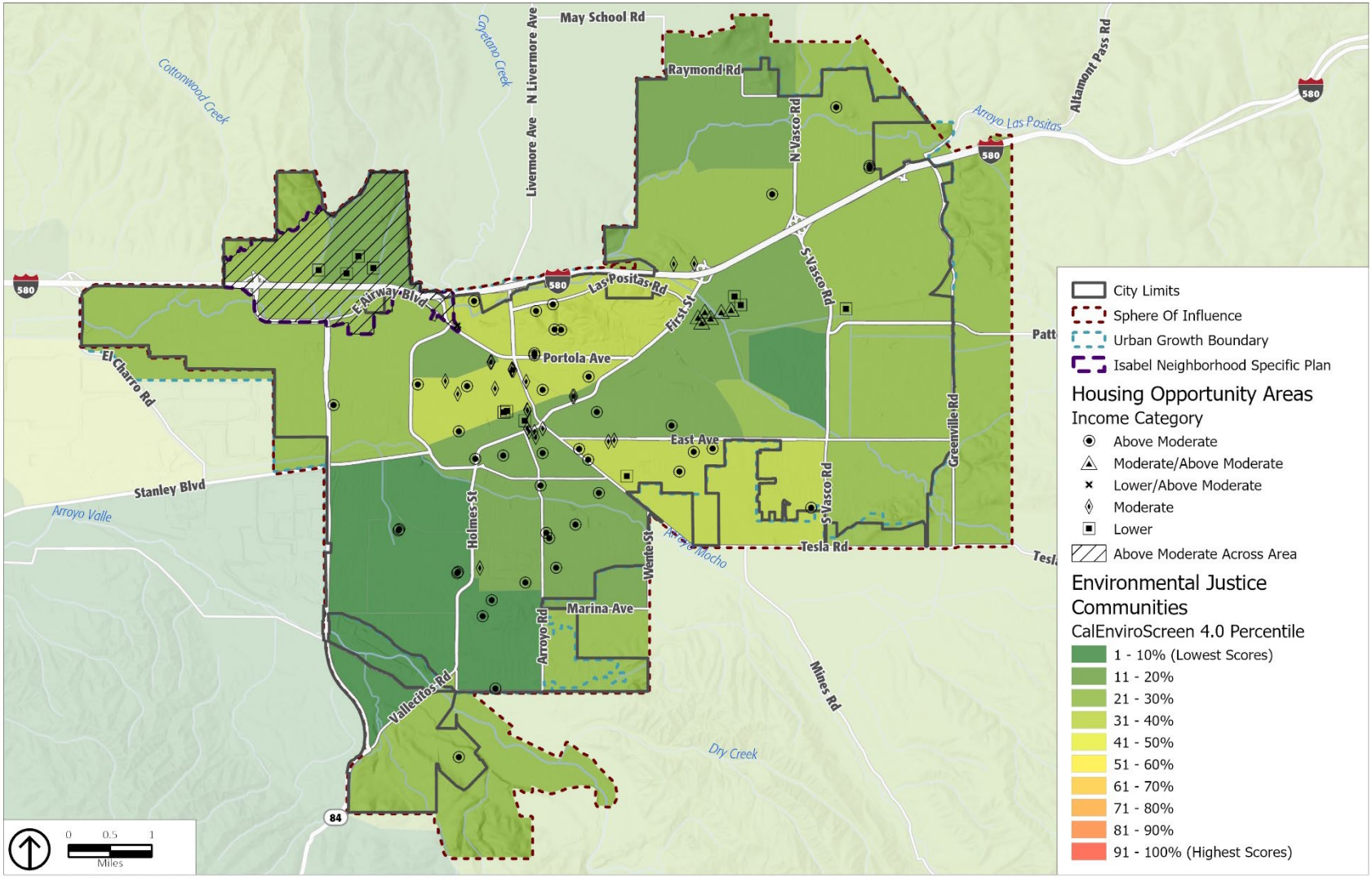
Communities that are identified as disadvantaged communities based on their cumulative pollution exposure score are targeted for investment through the State cap-and-trade program. However, the condition of these communities poses fair housing concerns due to disproportionate exposure to unhealthy living conditions. As shown in Figure 2-8, there are no areas within Livermore that qualify as an EJ Community. Despite this, there are notable patterns of varying environmental conditions. For example, the highest-scoring census tract, scoring in the 39th percentile, had a predominantly Hispanic and Latinx population in 2019. This tract, shown in Figure 2-8, is in the center of the city north of First Street, where there is a concentration of high-density and intensity residential and commercial uses. The pollution burden in this neighborhood was in the 49th percentile and the population characteristic score was in the 33rd percentile, suggesting that the environmental score is more likely a result of pollution. A lower population characteristic score, similar to an exposure score, indicates a more positive outcome. This score measures biological traits that reflect health status or community characteristics:

- Asthma concentration
- Cardiovascular disease
- Low birth weight infants
- Educational attainment levels
- Housing burden cost
- Linguistic isolation concentration
- Poverty levels
- Unemployment rate

While still a lower score than found in other communities in the region, outside of Livermore, there are three pollution burden indicators that individually scored above the 75th percentile in this neighborhood: lead from housing, groundwater threats, and hazardous waste. The high lead score may be caused by the older housing stock that is concentrated in this area. Lead-based paint was used in the construction of residential homes prior to 1978. Many of the homes in this area may have been constructed before then, which may contribute to the high indicator score.[17] The high scores of the other indicators may be caused by infrastructure issues or runoff from current or adjacent uses.

[17] Properties, Avr. 2017, March 22nd (posted). 2017, April 11th (updated). 2021, December 22nd (accessed). "What If My Livermore Rental Property has Lead-Based Paint?" Property Management Education. Avrhomes.com. https://avrhomes.com/what-if-my-livermore-rental-property-has-lead-based-paint-property-management-education.

Figure 2-8: Environmental Health Scores



Source: OEHHA, 2021; City of Livermore, 2021; Esri, 2021.

In Pleasanton, there are no EJ Communities. However, neighborhoods west of Sunol Boulevard and Del Valle Parkway have higher cumulative scores than the census tracts east of Sunol Boulevard. The area containing the Stoneridge Shopping Center also has a higher cumulative percentile score than most areas in Pleasanton. While these are high-income, predominantly White areas, each has high proximity to non-residential uses, which may increase pollution from vehicular traffic. In contrast to Livermore and Pleasanton, Tracy contains two disadvantaged communities, which are both on the east side of the city (east of S. Mac Arthur Drive). Of the three jurisdictions, Tracy contains the highest concentration of disadvantaged communities, which correlates with lower median incomes.

The distribution and locations of EJ Communities across Livermore, the Bay Area, and the nation are likely caused by numerous factors, including historical planning decisions, such as freeway construction that disrupted or harmed certain communities and redlining practices that resulted in disproportionate mortgage lending across the nation. In Livermore, the areas with the highest rate of environmental pollution and poverty are adjacent to major thoroughfares, including Interstate 580, and concentrated commercial uses, such as along First Street. While cities commonly have the highest-density and intensity of uses in their core, this aligns with areas of the greatest number of potential fair housing issues in Livermore. To address any discrepancies in access to healthy living conditions, the City will pursue funding to acquire land and/or facilitate development of urban parks on infill sites, particularly in low-resource areas and affordable housing developments, to promote place-based revitalization through air pollution mitigation and improved access to outdoor recreational opportunities (Program 4.2.1).

Disproportionate Housing Need and Displacement Risk

Overcrowding

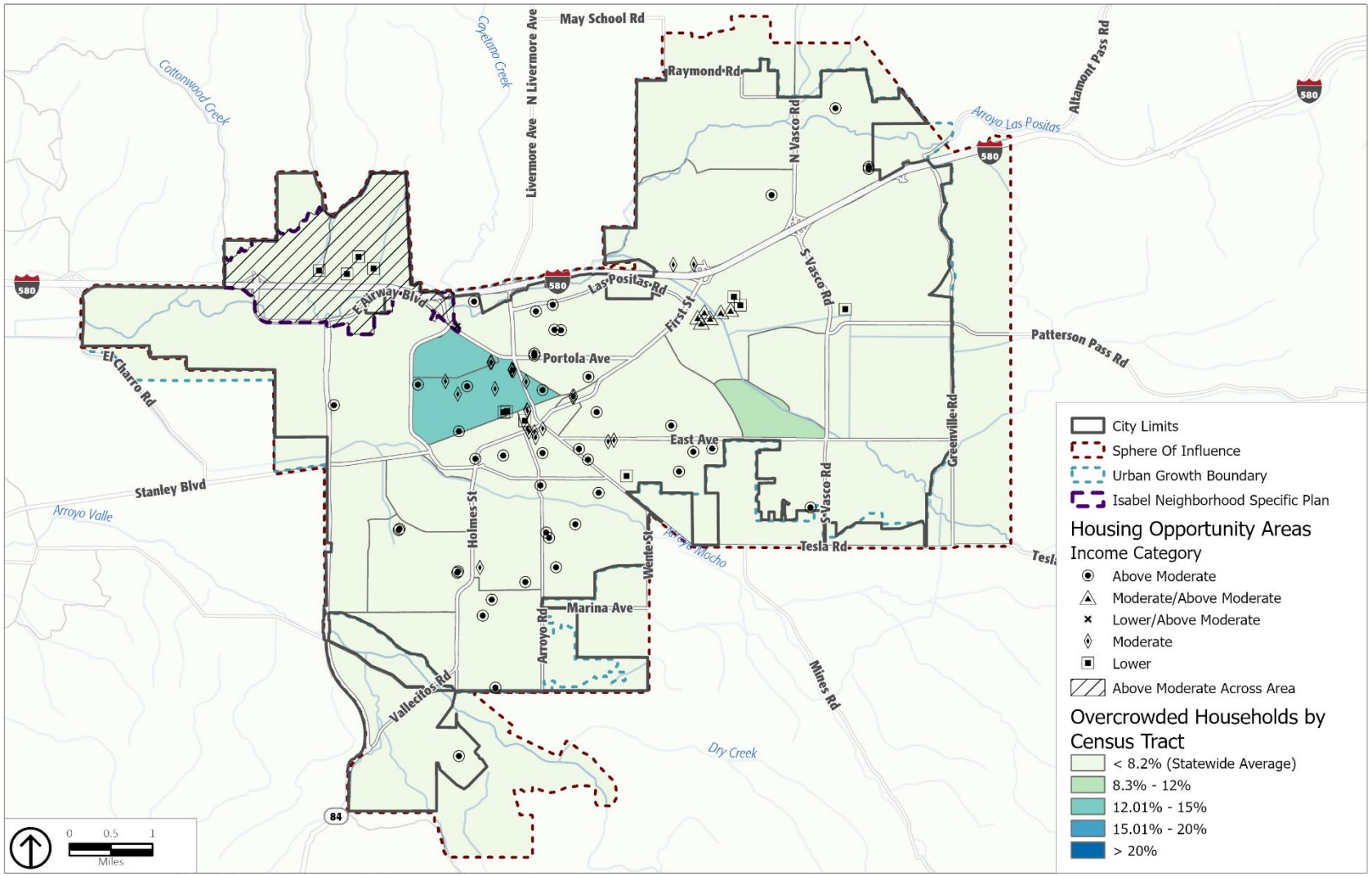
As discussed in the Housing Needs Assessment, the U.S. Census Bureau defines an overcrowded household as a unit that is occupied by more than one person per room. A small percentage of overcrowded units is not uncommon, and often includes families with children who share rooms or multi-generational households. However, high rates of overcrowding may indicate a fair housing issue resulting from situations such as two families or households occupying one unit to reduce housing costs (sometimes referred to as "doubling up"). Situations such as these may indicate a shortage of appropriately sized and affordable housing units.

Three census tracts in Livermore have a household overcrowding rate greater than 8.2 percent, the statewide average (Figure 2-9). Approximately 12.1 percent of households in a neighborhood in northern Livermore (bounded by N. Murrieta Boulevard to west, Portola Avenue to north and east, and the Union Pacific Railroad to south) are experiencing overcrowding. This concentration of overcrowding aligns with areas that are low-resourced according to TCAC/HCD, pollution burdened according to CalEnviroScreen, and have a disproportionate high rate of poverty, indicating possibly disproportionate housing burden and a need for more affordable large units in these areas, in addition to other areas, to affirmatively further fair housing. These neighborhoods are also predominately Hispanic and Latinx, so interventions should be linguistically accessible and culturally relevant. In the neighborhood surrounding Big Tree Park, 10.7 percent of households are overcrowded. As discussed previously, this neighborhood also has the highest rate of female-headed households and a concentration of higher-density housing, which may indicate that female-headed households with children are living in apartments or other smaller units due to housing costs or proximity to

schools, resulting in overcrowding. This census tract is bounded by N. Mines Road to the west, Charlotte Way to the north, S. Vasco Road to the east, and East Avenue to the south. While there are no concentrations of severe overcrowding in Livermore, the available data are not complete for the entirety of the city. In comparison, Tracy has a high concentration of overcrowded households in four census tracts between W. 11th Street to the south, N. Corral Hollow Road to the west, W. Clover Road and Lavelle Smith Drive to the north, and Holly Drive to the east. The percentage of overcrowded households within these four census tracts range from 9.4 to 18.5 percent. While there are no areas of concentrated overcrowding in Pleasanton, there is one area of concentrated severe overcrowding at 7.4 percent of households.

This concentration of overcrowding, similar to Livermore, aligns with areas that are Low-Income/Susceptible to Displacement according to the Urban Displacement project and contain vulnerable populations facing pollution burden according to CalEnviroScreen. The majority of residents in these neighborhoods are Hispanic and Latinx. In the ABAG region, overcrowding primarily occurs in dense, urban communities adjacent to the bay, while suburban communities have lower rates of overcrowding. Overcrowding and severe overcrowding may not be an issue for most Livermore residents; however, overcrowding increases displacement risk for those experiencing it. To address overcrowding, the City will provide regulatory waivers for developers that include affordable units for large families with three or more bedrooms in areas of concentrated overcrowding and near high-performing schools (Program 1.5.3).

Figure 2-9: Rate of Overcrowded Households



Source: CHHS 2020; City of Livermore, 2021; Esri, 2021; PlaceWorks, 2020.

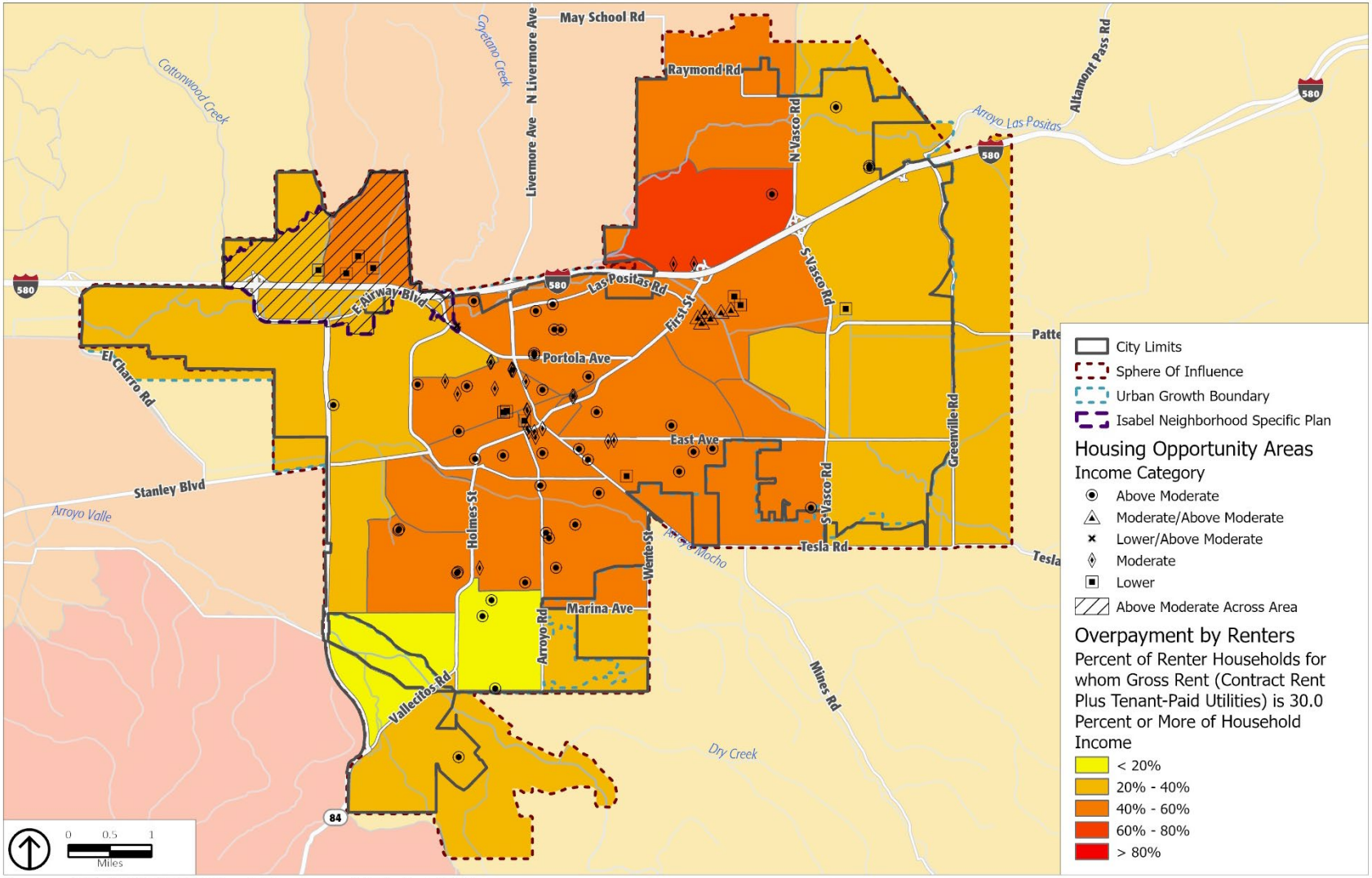
Overpayment or Cost Burden

A household is considered to be overpaying for housing (or cost burdened) when it spends more than 30 percent of its gross income on housing. Severe cost burden occurs when a household pays more than 50 percent of its income on housing. Approximately 31.0 percent of Livermore residents, 37.1 percent of Alameda County residents, and 36.1 percent of Bay Area residents are overpaying for housing. While both renters and homeowners face cost burden, it is a more significant problem among renters.

In 2014, renter overpayment in Livermore was concentrated in the Robertson Park neighborhood, where approximately 67 percent of renters paid more than 30 percent of their gross income on housing, and the southern portion of Livermore, where approximately 69 percent of renters were overpaying for housing. The lowest rate of overpayment, at 18.5 percent, occurred in northern Livermore near the Livermore Municipal Airport and Las Positas Golf Course. The highest rates of overpayment among homeowners in 2014 occurred east of Downtown Livermore, predominantly between S. Livermore Avenue and S. Vasco Road, where 41.6 to 48.5 percent of homeowners have housing that costs 30 percent or more of their household income.

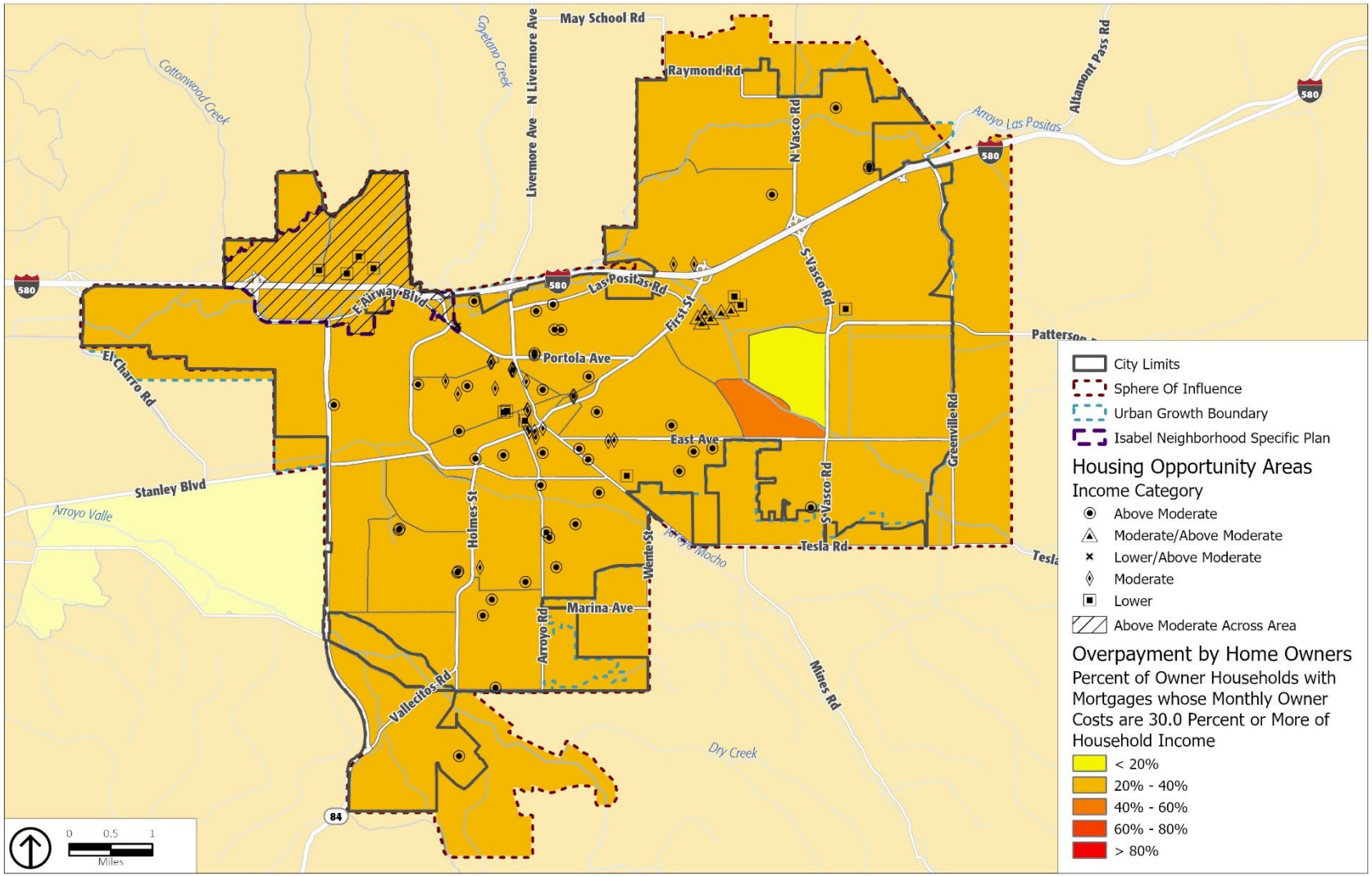
In 2019, the highest rate of renter overpayment was north of Interstate 580, at 62.6 percent of renters, though renter overpayment remains present throughout the city (Figure 2-10). The lowest rate of renter overpayment is in areas predominantly south of Alden Lane and Lomitas Avenue. There is significantly lower homeowner overpayment than in 2014, with only one remaining concentration in the Wagner Farm neighborhood (East Avenue to the south, N. Mines Road to the west, and Charlotte Way to the north, S. Vasco Road to the east), where approximately 43.5 percent of homeowners overpay for their home (Figure 2-11).

Figure 2-10: Percent of Cost Burdened Renter Households, 2019



Source: ACS, 2015-2019; City of Livermore, 2021; Esri, 2021.

Figure 2-11: Percent of Cost Burdened Owner Households, 2019



Source: ACS, 2015-2019; City of Livermore, 2021; Esri, 2021.

As shown in Table 2-52, in 2019, approximately 32.8 percent of Black Livermore renters are cost burdened; however, only 1.8 percent of Livermore residents identify as Black or African American. This reflects other racial disproportionalities such as wage and occupational disparities and may indicate that this population of renters is disproportionately experiencing overpayment. In addition, 100 percent (or 10 individuals) of American Indian or Alaskan Native renters are cost burdened. For reference, only 0.3 percent of Livermore residents identify as American Indian and Alaska Native. Along with Black or African American Livermore residents, Livermore American Indian and Alaska Native are disproportionately overpaying for housing. Additionally, the majority of Pacific Islander and Multiracial renters are experiencing cost burden at disproportionally higher rates than other races.

Among homeowners, approximately 17.7 percent of Black or African American residents are severely overpaying, demonstrating a similar trend as seen among renters. Asian, American Indian, or Alaska Native homeowners experience the highest rate of cost burden, though significantly lower rates of severe cost burden. Non-White homeowners in Livermore generally experience higher rates of overpayment than White homeowners, which reflects regional and national racial disproportionalities and are caused by past and present forms of housing discrimination, occupational segregation, and barriers to accessing affordable housing options.

Table 2-52: Percentage of Cost Burden Residents by Tenure, Race, and Ethnicity									
	Cost Burden						Not Available		Total
	≤ 30%		30% to 50%		> 50%				
Tenure and Race	Number	Share	Number	Share	Number	Share	Number	Share	
Owners									
White, alone	13,220	77.6%	2,300	13.5%	1,430	8.4%	90	0.5%	17,040
Black or African American, alone	240	77.4%	10	3.2%	55	17.7%	0	0.0%	310
Asian, alone	1610	69.0%	525	22.5%	190	8.1%	10	0.4%	2,335
American Indian or Alaska Native, alone	15	75.0%	4	20.0%	0	0.0%	0	0.0%	20
Pacific Islander, alone	25	100.0%	0	0.0%	0	0.0%	0	0.0%	25
Other, multiple	455	72.8%	110	17.6%	60	9.6%	0	0.0%	625
Hispanic	1,600	72.4%	405	18.3%	185	8.4%	20	0.9%	2,210
Renters									
White, alone	2,805	52.2%	1,365	25.4%	1,170	21.8%	30	0.6%	5,375
Black or African American, alone	165	54.1%	100	32.8%	45	14.8%	0	0.0%	305
Asian, alone	420	56.0%	145	19.3%	170	22.7%	15	2.0%	750
American Indian or Alaska Native, alone	0	0.0%	10	100.0%	4	40.0%	0	0.0%	10
Pacific Islander, alone	15	33.3%	10	22.2%	20	44.4%	0	0.0%	45
Other, multiple	40	23.5%	40	23.5%	80	47.1%	10	5.9%	170
Hispanic	1,225	53.0%	590	25.5%	450	19.5%	40	1.7%	2,310

Source: CHAS, 2014-2018.

Substandard Housing

Housing condition presents another issue that may increase displacement risk for residents due to safety and exposure concerns. According to the 2015-2019 ACS, approximately 65 percent of units in the city are older than 30 years, indicating that the housing stock in Livermore is relatively new. However, for those units older than 30 years, it is not uncommon to need at least minor repairs. According to Section 2.5, Housing in Need of Repair/Replacement of the Housing Needs Assessment, approximately 100 residential units are estimated to need either rehabilitation or replacement. To ensure that all residents are able to maintain their homes regardless of income, the City will seek funding to provide housing rehabilitation funding to lower-income residents to reduce displacement risk due to housing conditions (Programs 4.1.3).

Homelessness

In 2019 and 2022, EveryOne Home conducted the Point in Time (PIT) count for Alameda County to assess the extent of homelessness in the county. While the data from the 2022 count has not been released at the time of this report, based on EveryOne Home's findings from the 2019 count, at least 264 (or 3.2 percent of the total county) Livermore community members experienced homelessness. Of these, 179 were unsheltered at the time of the count. This overall number has grown since the 2017 PIT count, when Livermore had a total of 243 (4.3 percent of the total county) homeless community members; 141 of whom were unsheltered at the time of the 2017 PIT count. This finding indicates that from 2017 to 2019, the gap of unsheltered and sheltered unhoused Livermore community members has increased, which may be due to rising home costs that increase displacement risk. However, the number of unsheltered homeless persons in Livermore compared to the city's population was proportionally lower than other communities in the county. EveryOne Home also conducted a survey to 1,681 unsheltered and sheltered homeless individuals in the county and found the following statistics at the county-level[18][19]

- 63 percent of homeless people have been homeless for more than one year.
- The topmost cited reason for becoming homeless is loss of a job, followed by mental health issues, then substance abuse issues.
- 78 percent of homeless residents resided in a home in the county before becoming homeless; 57 percent of homeless residents have been in Alameda County for more than 10 years.
- 95 percent of families are sheltered, and 84 percent of single adults are unsheltered.
- Blacks/African Americans, American Indians, and Alaska Natives were overrepresented when compared to Alameda County's population.

[19] Alameda, County of. 2020, January. "County of Alameda Regional Analysis of Impediments to Fair Housing Choice." (pp. V-104 and V-105). Acgov.org. https://www.acgov.org/cda/hcd/documents/FinalAI_Combined_1-10-19.pdf.

- About 61 percent of the countywide homeless population was male and 35 percent was female. The remaining 4 percent identified as either transgendered or gender nonbinary.
- Alameda County had 168 homeless people aged 61 or older (14 percent of the total). About 73 percent were between the ages 25 and 59, implying that the percentage of homeless people aged 61 and older could grow as the population ages.
- 46 percent of the homeless population in Alameda County had a disabling condition, which is defined by HUD as developmental disability, HIV/AIDS, or long-term physical or mental impairment that impacts a person's ability to live independently, but could be improved with stable housing.

Reports gathered at community engagement meetings held by EveryOne Home suggest that the county's PIT may have undercounted by up to 40 percent due to a variety of factors, such as the challenge of identifying unhoused individuals that live in vehicles or within non-residential buildings/structures or those that are temporarily staying in a person's home. Persons experiencing homelessness, or those at risk of becoming homeless, are typically extremely low-income and are often displaced from housing due to inability to pay or other issues.

Five housing projects and three programs have been recently completed or are underway in Livermore to support the unhoused population. The five housing projects are:

- **Chestnut Square Senior.** A 72-unit affordable studio and 1-bedroom apartments complex that opened in September 2019 as part of a two-phase project with Chestnut Family Square (below). Five affordable housing units are set aside for previously unhoused senior residents.
- **Chestnut Square Family.** Built in 2021, this project includes 42 affordable rental apartments. Supportive services are provided for 10 of the 42 units at Chestnut Family Square that are set aside for formerly homeless households.
- **Goodness Village.** 28 tiny homes constructed in 2021. This development also provides services and resources to the local Livermore community experiencing homelessness.
- **Vineyard 2.0.** 24 units of affordable, accessible studios, 1-bedroom units, and one 2-bedroom unit. This development will include a 10,000-square-foot kitchen to be operated by Open Heart Kitchen, serving hot meals for Livermore's homeless and low-income neighbors. Additionally, this development also includes a Homeless Resource Center, which provides showers, laundry machines, a health clinic, mailboxes, mental health services, and case management, and is a five-minute walk from downtown Livermore.
- **Pacific Avenue Senior Apartments.** A 140-unit affordable rental housing project, currently in the development phase, will include both one- and two-bedroom units for seniors. A limited number of units will be dedicated for seniors experiencing homelessness.

- **Downtown Apartments.** This development will provide 130 new affordable homes to low-income families in Livermore. A limited number of the units will be set aside for previously unhoused community members to meet County funding requirements.

Examples of City programs for people experiencing homelessness include City Serve, biohazard cleanup, and laundry and shower services. City Serve is a Tri-Valley program that provides crisis stabilization services for unsheltered neighbors living in Dublin, Pleasanton, and Livermore. In partnership with Block by Block, the City provides biohazard cleanup services throughout the city, including cleanup of backpacks, sleeping bags, bags with items inside, urine/fecal matter, and needle/drug paraphernalia that may not be safe for individuals to handle. The Asbury Methodist Church offers laundry and shower services to unhoused community members three days per week. More information on supportive services for the unhoused community can be found on the City's website. The City has included Programs 1.5.3 and 6.1.2 to address homelessness in Livermore.

Displacement Risk

The annual rate of increase in average home value or rental prices compared with annual changes in the average income in the city indicates an increased risk of displacement due to housing costs outpacing wage increases, a trend that is felt throughout the region, state, and nation. According to the Zillow Home Value Index (ZHVI), a seasonally adjusted measure of the typical home value and market changes across a given region and housing type, from 2010 to 2020, Livermore home values have nearly doubled from $432,664 to $865,106. Bay Area and Alameda County home values have increased even more rapidly. During this period, the average annual change in home values in Livermore, Alameda County, and the Bay Area was 5.0, 5.6, and 5.2 percent, respectively. Peak periods of change for the city includes 2003-2005, 2006-2008, and 2011-2013.

While housing costs have increased rapidly, wages have not kept pace. The average income in Livermore has increased approximately 3.5 percent annually, from $93,988 in 2010 to $127,452 in 2019, according to the ACS. The increasing gap between household median income and average housing cost over the last decade indicates growing unaffordability of home ownership in Livermore. To address affordability challenges, Livermore included several programs to connect lower-income residents with affordable housing rental and ownership opportunities and will incentivize construction of affordable units (see Table 2-54).

Livermore's annual percentage change for median contract rent was similar to the change in home values. Across a period of 10 years, from 2009 to 2019, median rent increased from $1,172 to $1,902, resulting in a 6.2-percent average annual increase each year. As with homeownership units, income has not kept pace with housing cost for rental units in Livermore. The Bay Area's median rent increased from $1,196 to $1,849 (5.5 percent annual increase), while Alameda County's median rent increased from $1,083 to $1,692 (5.6 percent) during this period. This indicates that rents and median household income have grown at disproportionate rates across the city and region.

According to the Urban Displacement Project, the census tract north of Downtown Livermore is designated "low-income/susceptible to displacement." As discussed throughout this assessment, the area, which includes the Rincon neighborhood, includes the area bounded by N. Murrieta Boulevard to the west, Portola Avenue to the north and

east, and the Union Pacific Railroad to the south that is predominantly Hispanic and Latinx, has a lower median income than most other areas of the city, and is subject to pollution burden. The area to the east, bounded to the southwest by Junction and Portola avenues, to the southeast by First Street, and to the north by I-580, is designated as an area of "advanced gentrification," meaning this area has seen rapid increases in housing costs and rising median income in the last decade. South of First Street, there are neighborhoods considered "at risk of becoming exclusive," which the Urban Displacement Project defines as areas where incomes and housing prices are similar to those areas experiencing gentrification, though with housing cost increases rising at a more marginal rate. If this pattern continues in Livermore, housing in these neighborhoods will become increasingly inaccessible for lower- and moderate-income households. The remainder of the city is predominantly considered "stable moderate/mixed income," meaning this area has not seen significant changes in socioeconomic conditions in recent years. Livermore is one of the only suburban Bay Area communities along the Interstate 580 corridor that is not already "stable/advanced exclusive." However, the designations listed above indicate that much of Livermore is moving in that direction.

Other Relevant Factors

History of Development Trends

Beginning in the mid-1950s, Livermore evolved from a small agricultural town into a bedroom community for the region. By the 1980s, Livermore expanded additional industries, including commercial, light industrial, warehouse, and office development, adding to its residential base. The continued population growth in the Bay Area has maintained consistent demand for housing in Livermore, spurring more residential development.

According to the 2015-2019 ACS, the greatest period of residential growth in Livermore occurred between 1960 and 1979, during which, 39 percent of the city's current occupied housing stock was constructed – 38 percent of the current owner-occupied units and 43 percent of current renter-occupied units. The second-largest period of growth occurred in the following two decades, between 1980 and 1999, resulting in an addition of 29 percent of the city's housing stock, for a total of 68 percent between 1960 and 1999. Less than 20 percent of the housing stock has been built since 2000, indicating a rapid decline in residential growth in Livermore in recent years. However, approximately 5,300 units built since 2000 have been constructed in the limited remaining vacant residential land. In an effort to manage recent growth, the City implemented growth-management policies to ensure high-quality residential design and adequate provision of infrastructure, public facilities, and services. Though discontinued in 2019, the Housing Implementation Program (HIP) guided the allocation of housing units over a three-year period during the previous planning cycle. The HIP scored residential developments of five or more units using criteria (e.g., provision of very low- or low-income housing, use of universal design features, and other considerations) that were used as part of the approval process of developmental projects. A higher score indicated a more competitive project usually with more community benefits. Since there was a cap on how many units could be built in a year, the HIP was a competitive process to direct growth with as much community benefit as possible. Through the HIP Program, the City encouraged infill development, mixed-use projects, and lot consolidation for larger projects and influenced the production of affordable housing by geographic area and unit type. Upon review of the 2014-2016 and

2017-2019 HIP cycles, the City confirmed that the program managed growth but did not limit or constrain residential development. While no longer used, the lasting effects of the HIP include a more balanced development pattern to promote infill, unit variety, and housing development where need is greatest.

Investment Patterns

Public and private investment typically includes construction, maintenance, and improvements to public facilities, including infrastructure; acquisition of land; and major equipment. Historically, investment in Livermore has been prioritized based on need, which has prevented disinvestment in any particular area of the city. Projects identified for public investment are considered based on the following factors:

- Consistency with the General Plan
- Consistency with City Council-adopted master plans
- Consistency with other formal long-range plans adopted by City Council
- Recommendations of the Council and Commissions
- Input from residents and business owners
- Consistency with the City's Consolidated Plan for federal funds like Community Development Block grants
- Supporting neighborhoods with the highest need
- State, federal, or other legal mandates
- Potential impact to the operating budget
- Benefit to the community
- The need to mitigate health or safety issues

Priority is based on projects that will result in the greatest community benefit, mitigate existing issues, and address public demand and need, therefore, ensuring that projects occur throughout the city. Recent target areas for investment include, but are not limited to:

- **Downtown Revitalization Projects.** These include projects that will enhance downtown economically and aesthetically through transportation projects, land acquisition, and renovation of existing structures to facilitate place-based revitalization and improve access to resources, services, and amenities in this area of the city.
- **Infrastructure Rehabilitation.** Historically, infrastructure maintenance has been underfunded and, though public infrastructure remains operational, it does require additional investment. Therefore, the City has begun setting aside general fund monies for rehabilitation and replacement in areas of greatest need, identified in a conditions assessment that resulted in a risk-based approach to prioritizing rehabilitation need.

- **Street Maintenance**. Investment in streets includes annual preventative street slurry seal and micro surfacing, annual sidewalk repair, ADA access ramp installations, and more that result in preservation of existing transportation and pedestrian infrastructure at a fraction of the cost of what full replacement would cost if streets were not adequately maintained.
- **Trail, Bike, and Miscellaneous Street Projects**. These projects are intended to provide trail and bike route connections to commercial activity, transit routes, schools, parks, and residential areas, as well as recreational opportunities. Increased transit mobility increases access to resources across the city for all residents.
- **North of Downtown Neighborhoods.** The City has targeted federal and local resources for services and public infrastructure in low-income communities north of Downtown where there is the greatest need for place-based investment that is stabilizing for community members. Examples a multilingual food pantry at the local elementary school and May Nissen park, which is a 12.2-acre community park that was recently renovated and includes a swim center, playgrounds, group picnic areas, basketball courts, restrooms, horseshoe pits, sports fields, tennis courts, dog park and a preschool.

These project areas, among others, improve connections between neighborhoods, to necessary services, and improve environmental health through reduced reliance on vehicular transportation and improved infrastructure system conditions. The City will continue public investment throughout the city, and will encourage the same from private investment, so all residents have access to improved transportation, safer streets, additional recreational amenities, and other outcomes of public and private investment.

Mortgage Loan Denial Rate

Data related to home loan applications are made available annually through the Consumer Financial Protection Bureau Home Mortgage Disclosure Act (HMDA). The Consumer Financial Protection Bureau provides mortgage data specific to census tracts as opposed to jurisdiction boundaries, so data for Livermore includes small portions of unincorporated Alameda County in tracts that expand beyond city limits.

In 2020, White applicants accounted for 27.7 percent of all mortgage loan applications for home purchase and 38.5 percent of all originated loans in Livermore. While Hispanic and Latinx residents make up 20.0 percent of Livermore's ethnic composition, Hispanic and Latinx applicants made up only 3.4 percent of loan applications and 4.7 percent of originated loans. Black residents represented 1.8 percent of the Livermore's racial composition; however, Black applicants made up less than 1 percent of total loan applications and 1.3 percent of all originated loans. While Asian residents represented 11.6 percent of Livermore's racial composition, Asian applicants made up 18.0 percent of loan applicants and 24.9 percent of originated loans. Other applicants (e.g., American Indian, Alaskan Native, Native Hawaiian or other Pacific Islander, two or more race, and other) represented a total of approximately 50.0 percent of loan applications and 30.6 percent of originated loans. The City hopes to address some of these disproportionalities, particularly for Latinx and Black residents, by implementing targeted and multilingual outreach strategies and programs described in Program 3.4.1 and removing barriers to homeownership identified in the fair housing assessment public outreach process.

In 2020, applicants applied for four types of loans for home purchase: conventional, Federal Housing Administration (FHA), Veterans Administration (VA) loans, and United States Department of Agriculture (USDA). Denial rates, shown in Table 2-53, indicate that Hispanic or Latinx residents are denied conventional and Veterans Administration loans at a higher rate than other racial and ethnic groups. Asian applicants seem have to the highest success rate for securing a mortgage loan.

Table 2-53: Home Loan Applications

Loan Type	*White*	*Black*	*Asian*	*Native American*	*Latino*	*Total*
Conventional						
Total Applications	62	19	468	0	83	1,191
Denial Rate	3.7%	5.3%	5.3%	0.0%	7.2%	4.6%
Federal Housing Administration (FHA)						
Total Applications	25	5	9	0	9	48
Denial Rate	12.0%	0.0%	11.1%	0.0%	11.1%	10.4%
Veterans Administration (VA)						
Total Applications	26	1	4	0	3	34
Denial Rate	0.0%	0.0%	0.0%	0.0%	33.3%	2.9%
United States Department of Agriculture (USDA)						
Total Applications	1	0	0	0	0	1
Denial Rate	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Source: Federal Financial Institutions Examination Council's (FFIEC), Home Mortgage Disclosure Act (HDMA), 2020

The low participation rate by residents of color and barriers to building capital necessary to pursue homeownership may be a result of both past policies like redlining that prevented particular communities of color from building generational wealth, current inequities like occupational segregation, and existing barriers like language access and documentation requirements. Actions described in Programs 3.4.1 and 5.2.1, including targeted and multilingual homebuyer education and outreach strategies and financial empowerment services, are just some of the ways the City hopes to address these disparities. The City will also work with legal service providers to ensure all residents have access to legal counseling and representation in cases of discriminatory lending practices and other fair housing issues (Program 5.1.1).

Enforcement and Outreach Capacity

Compliance with Fair Housing Laws

Fair housing laws at the federal, state, and local level protect certain characteristics from housing discrimination. These protected characteristics include race, color, national origin, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, veteran or military status, source of income, genetic information, familial status, and disability. Fair housing laws in practice may be tenant protections, immigration rights, and other protective laws as required by the jurisdiction. Livermore enforces and complies with fair housing laws and regulation through a multilateral process: regular review of City

programs and impediments to fair housing choice and compliance with state and federal law and referring fair housing complaints to Eden Council for Hope and Opportunity (ECHO) Housing.

In addition, the City demonstrates compliance or intention to comply with fair housing laws through the following:

- The City demonstrates compliance with Density Bonus Law (Government Code, Section65915 - 65918.), which currently allows for an increase up to 35 percent over the maximum allowable residential density requires local governments to grant additional incentives and/or concessions, and grant bonuses for land donation. Assembly Bills 2753, 2372, 1763, 1227, and 2345 were passed in 2018, 2019, and 2020 and revised density bonus law to provide additional benefits for qualifying projects. The City has included Program 3.1.2 to update the density bonus ordinance to be consistent with recent State law.
- The City intends to comply with No-Net-Loss (Government Code Section65863) through identifying a surplus of sites available to meet the County's Regional Housing Needs Assessment (RHNA) allocation. In total, the city's surplus unit capacity is 908, composed of 457 lower-income units, 159 moderate-income units, and 292 above moderate-income units.
- The City complies with the Housing Accountability Act (Government Code, Section 65589.5) by allowing emergency shelters by right in all transect and non-transect zones (see Table 3-6 of this Housing Element).
- The City will comply with SB 35 (Government Code Section 65913.4) by establishing a written policy or procedure, as well as other guidance as appropriate, to streamline the approval process and standards for eligible projects by 2022 (Program 1.4.1).
- The City will comply with SB 330 (Government Code Section 65589.5), relying on regulations set forth in the law for processing preliminary application for housing development projects, conducting no more than five hearings for housing projects that comply with objective general plan and development standards, and making a decision on a residential project within 90 days after certification of an environmental impact report or 60 days after adoption of a mitigated negative declaration or an environment report for an affordable housing project.

Fair Housing Complaints

As part of enforcement efforts, Livermore residents are served by multiple fair housing service providers, including ECHO and Centro Legal de la Raza. The Livermore Housing Authority refers tenants to ECHO on their website. ECHO provides housing counseling services, tenant/landlord services, conducts fair housing investigations, and operates periodic fair housing audits throughout Alameda County, Contra Costa County, and Monterey County. Additionally, ECHO provides counseling and assistance for first-time homebuyers and lower-income households seeking housing. Centro Legal de la Raza provides similar fair-housing services, including immigrants' rights, tenant rights, workers' rights, litigation, and a youth law academy. Centro Legal de la Raza receives issues from tenants with problems with landlords entering without legal entry, and other housing-

related issues and conduct proactive outreach to Livermore renters to identify and respond to tenant legal, habitability, and harassment issues.

Fair housing providers identified that concentrations of low-income and non-English speaking populations are particularly vulnerable to displacement, isolation, and discrimination as they have more limited resources when securing housing. Suburban communities in particular, Livermore included, typically offer fewer services and resources for non-English-speaking households, according to providers and community members, further limiting housing mobility. Centro Legal de la Raza also identified fear or retaliation as a concern among tenants with limited resources at their disposal. The experiences reported by fair housing providers, though not isolated to Livermore residents, indicate a need for greater tenant protections, assistance with finding and securing housing, and education for landlords, property managers, and tenants regarding fair housing rights and responsibilities. The City currently contracts with ECHO for fair housing services and Centro Legal for multilingual tenant legal services and will meet with staff there to implement strategies to improve conditions for low-income, immigrant, and linguistically isolated populations. These will include actions such as audits of housing providers for discriminatory behavior, multilingual community workshops, and increasing awareness of available services (Programs 3.4.1 and 5.1.1).

During consultations, ECHO staff asserted that the lack of affordable housing is one of the greatest problems their clients face and identified the largest number of discrimination cases are related to disability. This includes failure to meet reasonable accommodation requests or unit repairs. ECHO identified that lower-income residents are more likely to be burdened by unhealthy or unsafe housing conditions than higher-income residents due to the shortage of affordable housing in Livermore. The City's goal of producing more affordable housing for residents with special housing needs, including people with disabilities and low-income families, will help address this need (Programs 1.5.3 and 3.4.1). The City will also pursue funding to provide low-income community members with financial assistance for repairs and accessibility improvements (Program 4.1.3)

In its *2019 Annual Report*, the California Department of Fair Employment and Housing (DFEH) reported that it received 44 housing complaints from residents of Alameda County, approximately 4.7 percent of the total number of cases in the state that year (934). As part of the Fair Housing Assistance Program (FHAP), DFEH dual-files some fair housing cases with HUD's Region IX Office of Fair Housing and Equal Opportunity (FHEO). HUD FHEO reported that 10 cases were filed by residents of Livermore between January 1st, 2013, and April 25th, 2021. Of the 10 cases, three resulted in no-cause determination and six were closed through conciliation or settlement. One case was withdrawn after resolution. Five cases alleged discrimination based on disability, two alleged discriminations due to retaliation, one alleged discrimination based on race, one based on religion, one based on sex, and one based on familial status. One case alleged discrimination based on disability and race, three based on disability, one based on race, and five based on familial status. Of the 10 cases, one alleged discrimination on more than one protected class. In addition to these cases, 14 inquiries about discrimination were sent to HUD to determine whether a case would be valid. Eight of these inquiries did not report which protected class the discriminatory behavior was against, two identified discriminations based on disability, one identified discrimination based on color, and three based on race. Of these inquiries, seven inquirers failed to respond to HUD's follow up, one inquiry failed to file a claim in a

timely manner, and six resulted in a finding that there was no valid basis or issue. No inquiries or cases were made against the City or public housing authority.

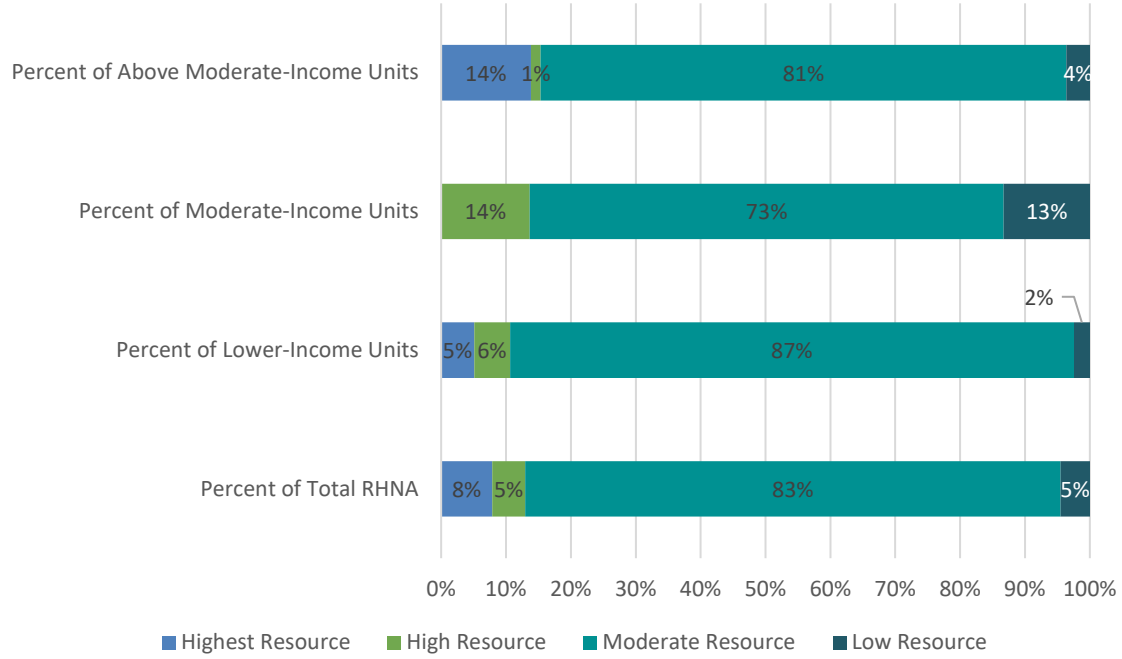
SITES INVENTORY ANALYSIS

The location of housing in relation to resources and opportunities is integral to addressing disparities in housing needs and opportunity and to fostering inclusive communities where all residents have access to opportunity. This is particularly important for lower-income households. AB 686 and AB 1304 added a new requirement for housing elements to analyze the location of lower-income sites in relation to areas of high opportunity. Figures 2-2 through 2-11 show the distribution of projected units by income category of the following indicators compared to citywide patterns to understand how the projected locations of units will affirmatively further fair housing: TCAC opportunity areas, median income, predominant population, disability rates, educational score, environmental health, and overpayment. The following sites inventory discussion includes an analysis of the number of projected units by income category, total RHNA capacity, and city acreage by income category to further assess the potential impacts of the sites inventory to affirmatively further fair housing.

Potential Effect on Patterns of Integration and Segregation

Figure 2-12 presents the breakdown of unit capacity in Livermore by resource area designation and income category. Approximately 83 percent of the total unit capacity identified to meet the RHNA is in moderate resource areas, which, as shown in Figure 2-2, account for the majority of land area in the city. While there are large portions of the city, particularly along the eastern border, that are considered low resource, most of these are not available for residential development. As such, most of the four percent of the RHNA that is in low resource areas has been identified in the central portion of the city, where there is a high rate of poverty and overcrowding, and where the majority of households are Hispanic and Latinx households, as discussed in this Assessment of Fair Housing. There is a concentrated need for more affordable housing in this area to alleviate the likely cause of overcrowding and overpayment, which will be met with the inclusion of new lower-income units. However, to encourage housing mobility opportunities for lower-income households from this neighborhood and others, the City has identified 11 percent of lower-income units in high- and highest-resource areas. The distribution of sites shown in Figure 2-2 reflects an intention to promote mixed-income neighborhoods, which will facilitate equitable access to resources and opportunities regardless of socioeconomic status.

Figure 2-12: Units by TCAC Resource Area Designation

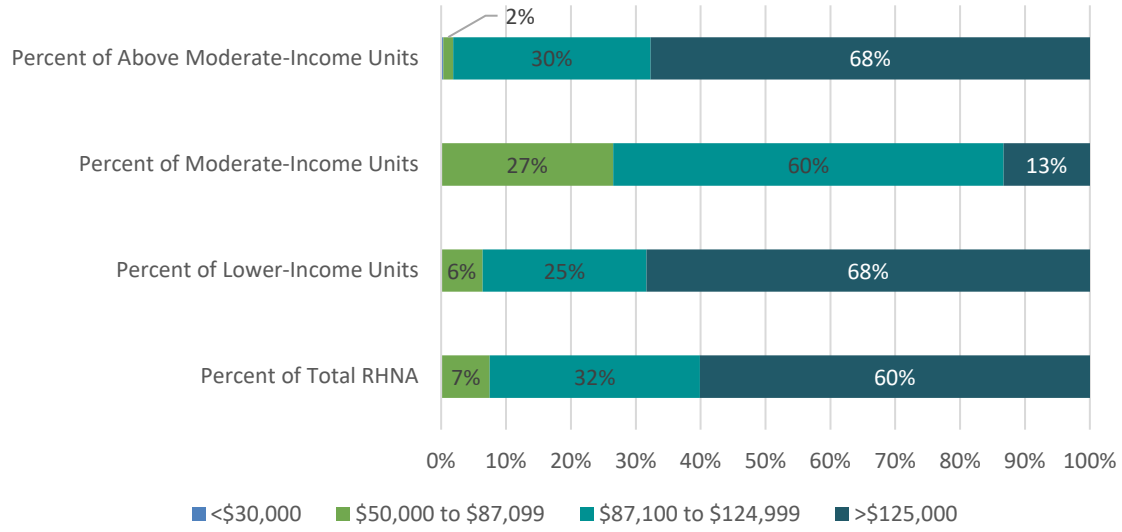


Source: TCAC/HCD, 2021; City of Livermore, 2022

Income

Figure 2-3 shows that most of Livermore has a relatively high median income with the exception of the central portion of the city north of the railroad. In this area, the median income is less than $80,000. Approximately 27 percent of moderate-income, 6 percent of lower-income, and 2 percent of above moderate-income units are projected for this area of the city. The lower- and moderate-income units will help to alleviate overpayment in this area while the above moderate-income units will facilitate a mixed-income neighborhood without encouraging gentrification. Overall, the distribution of units planned for lower-income households and moderate-income households will create more mixed-income communities throughout the city. The City will introduce the most lower-income units (68 percent) in areas earning over $125,000 annually, creating mixed-income communities in historically exclusively wealthy neighborhoods. In areas of relatively lower and moderate median income for Livermore (between $98,000 to $124,999), the City projects 30 percent of the above moderate-income units. Introducing affordable housing and more varied housing types in the downtown area is another key strategy in reducing displacement risk and facilitating integration in the city. The second-largest location of lower-income units is in the Isabel Neighborhood Specific Plan (INSP), integrated with above moderate-income units and in a high resource area that will continue to have further access to services and amenities as the specific plan builds out. The City is committed to facilitating housing mobility for all income groups through several programs, as identified in Table 2-54.

Figure 2-13: Units by Median Income



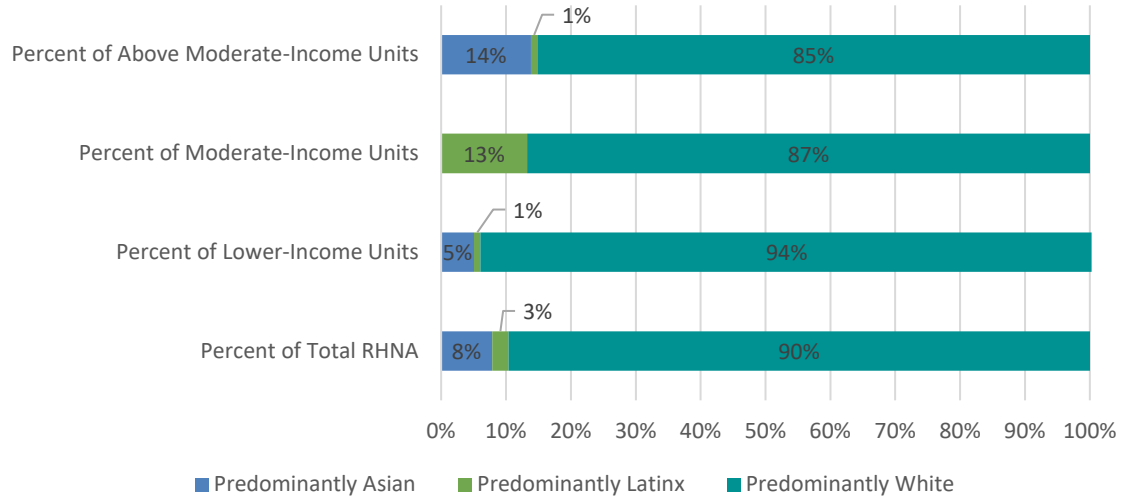
Source: 2015-2019 ACS; City of Livermore, 2022

Race and Ethnicity

As discussed previously in this assessment, Livermore is predominantly White in most areas, with a dominance of Asian residents in the northwest corner and two concentrations of Hispanic and Latins residents in the central area north of the railroad and at the intersection of East Avenue and S. Vasco Road. The central portion of the city, with a concentration of Hispanic and Latinx residents, also has the lowest median income in Livermore, while the median income in the predominantly Asian area is greater than $125,000. The predominantly White areas in the remainder also have high median incomes and are considered higher resource areas than the central neighborhood. This indicates a possible disparity in access to resources and opportunity based on race and ethnicity in Livermore. Targeted and multilingual outreach strategies for the City's affordable housing programs, particularly for the inclusionary program, as well as culturally relevant housing navigation services, will help address some of these disparities (Programs 3.1.1, 3.3.1, and 5.2.1).

As shown in Figure 2-14, 94 percent of lower-income and 87 percent of moderate-income units are identified on sites in areas that are currently predominantly White and an additional 5 percent of lower-income units in areas that are currently predominantly Asian. Continuing to increase housing opportunities for non-White lower- and moderate-income households to access opportunities and resources in these areas of greater affluence and resources access will help to affirmatively further fair housing.

Figure 2-14: Units by Predominant Population



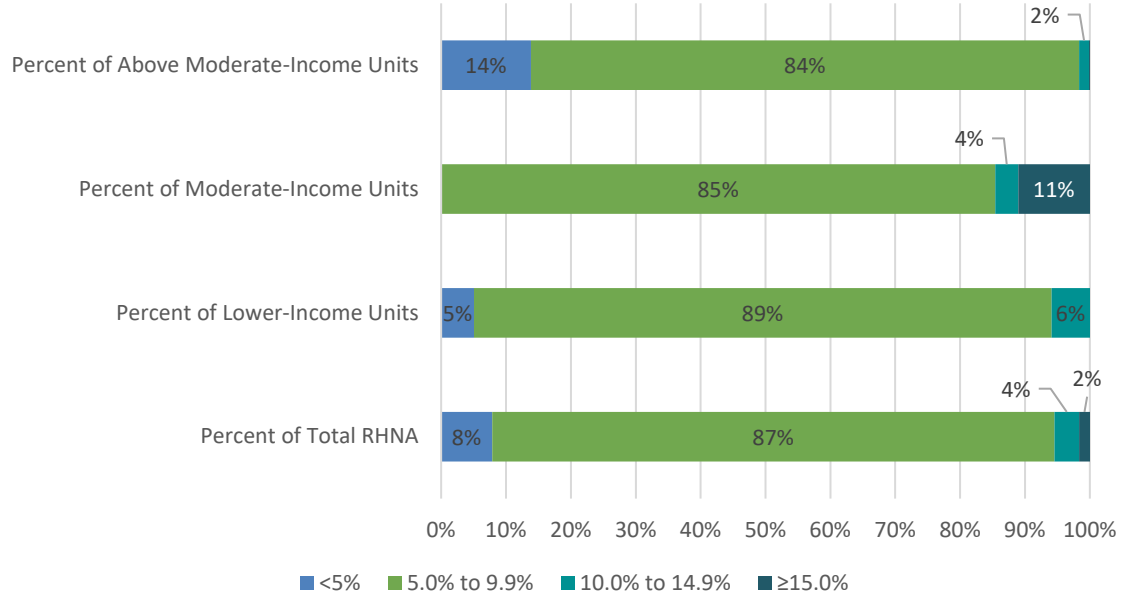
Source: 2015-2019 ACS; City of Livermore, 2022

A mixture of indirectly exclusionary private practices, such as dominance of single-family development and loan inequities, paired with high costs of housing and limited housing types (i.e., predominantly single-family housing) historically forced lower-income and households of color to locate in the areas of highest density in Livermore, posing a barrier to access for diverse populations. Construction of additional lower- and moderate-income units throughout the city, will improve housing mobility opportunities for residents who would otherwise be priced out or concentrated based on housing types.

Disability

Approximately 8.4 percent of Livermore's population lives with at least one disability, a rate that is relatively low compared to the region. As shown in Figure 2-14, approximately 87 percent of the total RHNA capacity identified in the sites inventory is in areas in which 5.0 to 9.9 percent of residents have a disability, closely reflecting the disability rate in Livermore. Most sites are on major transportation corridors, as shown in Figure 2-5, improving accessibility to services and amenities through transit, Dial-A-Ride, and other means of transportation regardless of disability status. The sites identified to meet the RHNA are distributed across both the areas with the highest rates of disabilities, and areas with lower rates, at a range of incomes, with several sites near the downtown. Locating units affordable to lower- and moderate-income residents in and around the downtown area will help to improve access for and accommodate the needs of persons living with disabilities, who benefit from close access to services and amenities as well as proximity to transit. Additionally, mixed-use housing types viable in the downtown area can help accommodate the needs of residents living with disabilities by integrating services or amenities on-site.

Figure 2-15: Units by Disability Rate



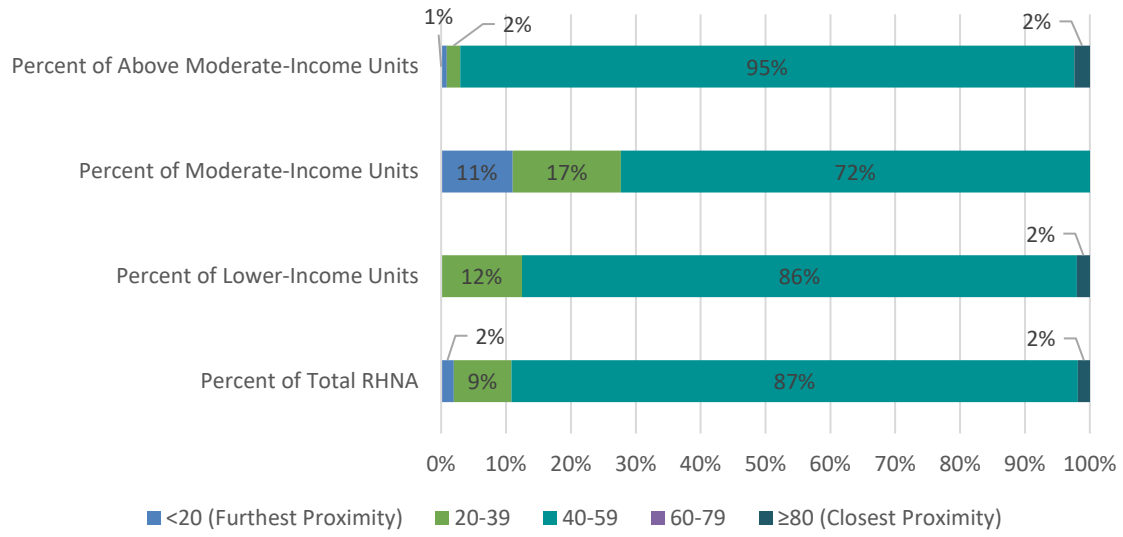
Source: 2015-2019 ACS; City of Alameda, 2022

Potential Effect on Access to Opportunity

Jobs and Transit Proximity

As previously discussed in the analysis of access to opportunities, jobs proximity index scores in Livermore range from less than the 15th percentile in the southwestern corner of the city to higher than the 95th percentile in the northeast corner, with moderate job proximity in the core of the city. The lower jobs proximity around downtown may be a result of a concentration of jobs in the eastern portion of the city. Approximately 86 percent of lower-income units are projected in areas with scores between the 40th and 59th percentile (Figure 2-16), suggesting equitable access to jobs for occupants of future affordable housing in Livermore compared to other income groups. While 11 percent of moderate-income units are projected in areas with the furthest proximity to jobs, these are high resource and affluent areas and will therefore promote mixed-income communities through expanded housing mobility opportunities for moderate-income households.

Figure 2-16: Units by Jobs Proximity Index Score



Source: 2014-2017 HUD; City of Livermore, 2022

Additionally, incorporating units at all income levels near downtown and near transit stations will improve access to employment opportunities for occupants of these units. When considering where to locate future housing for all income levels, and particularly lower-income units, central Livermore offers the most convenient access to jobs available within the city and transit to nearby jurisdictions.

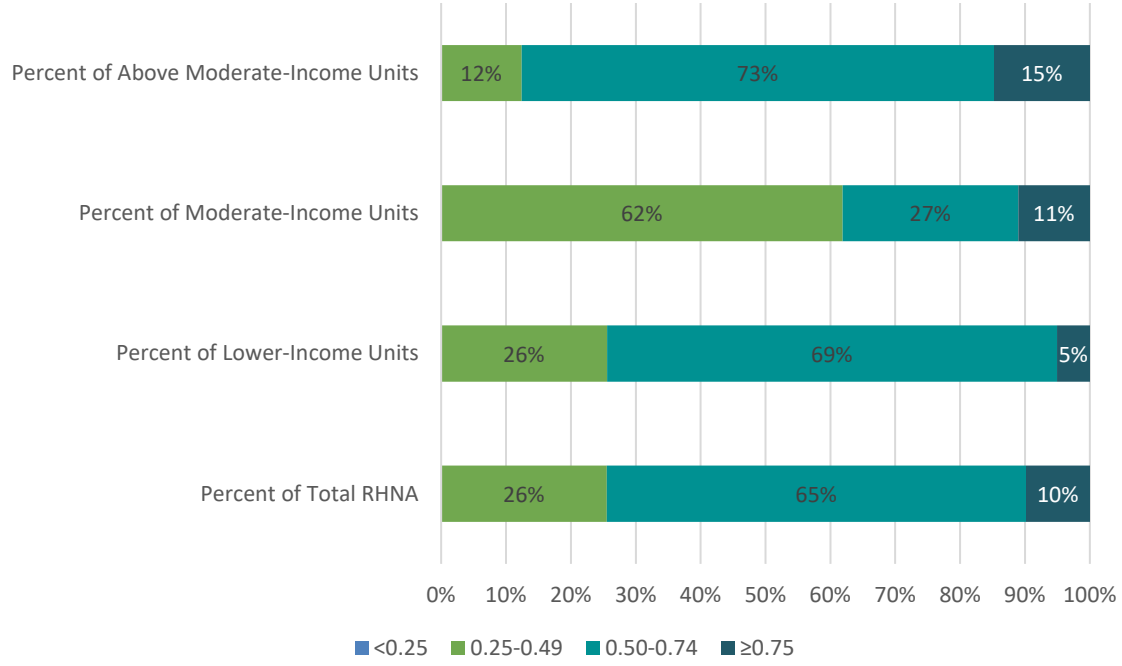
Educational Opportunity

Approximately 10 percent of the City's total capacity to meet the RHNA is on sites in areas that score above the 75th percentile in expected educational outcome (Figure 2-17). These units include 5 percent of lower-income units, 11 percent of moderate-income units, and 15 percent of above moderate-income units. While this will provide housing opportunities for new households, including lower-income households, near good schools, and provide housing mobility opportunities for some existing residents that may currently have more limited access to schools to move closer to good schools, it still disproportionately locates above moderate-income units in areas with the best expected educational outcome. Additionally, 62 percent of moderate-income units are projected in areas with the lowest educational scores in Livermore. To improve access for lower- and moderate-income households to neighborhoods with high-performing schools, the City has included the following programs:

- Provide financial resources to nonprofit organizations to increase the existing affordable housing stock through market rate conversions and adaptive reuse (Program 3.2.2).
- Increase the inventory of properties for future development of affordable housing, particularly in opportunity-rich areas (Program 3.2.2).
- Promote construction of accessory dwelling units (ADUs) (Program 1.4.1).

- Continue to implement the inclusionary housing ordinance, encouraging construction of these units in moderate- and high-resource areas (Program 3.1.1).

Figure 2-17: Units by TCAC Educational Score



Source: TCAC/HCD, 2021; City of Livermore, 2022

Potential Effect on Displacement Risk

Overcrowding

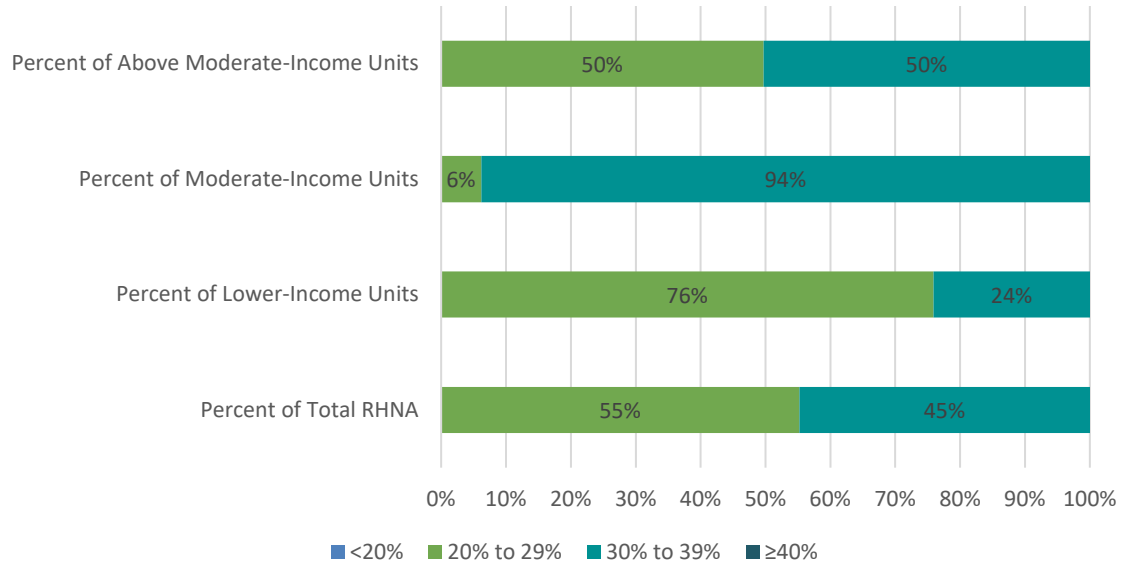
Two areas in Livermore have overcrowding rates that exceed the state average of 8.2 percent (see Figure 2-9). Most sites fall in the areas with low overcrowding rates. However, 136 units have been identified in areas in which the overcrowding rate is greater than 8.2 percent, or specifically, 12.1 percent. Of these units, 11 are projected to be lower-income, 105 moderate-income, and 20 above moderate-income, which accounts for approximately 2.6 percent of the total capacity to meet the RHNA. New lower- and moderate-income units in this area may alleviate overcrowding by increasing housing supply for households live in units that are too small or share a unit with another household. The moderate-income households ensure that lower-income units are not overly concentrated while also increasing the supply of housing in general.

Overpayment

Homeowners and renters throughout Livermore, and the greater Bay Area, are overpaying for housing due to rapidly increasing housing costs that outpace wage increases. Increasing the supply of lower- and moderate-income households throughout the city will help alleviate conditions that contribute to overpayment by reducing the gap between supply and demand for this type of housing. Cost burden is typically lower among homeowners than renters, which is reflected in the distribution of units to meet the RHNA. Approximately 55 percent of the total RHNA units are in areas in which 20 to 29 percent of

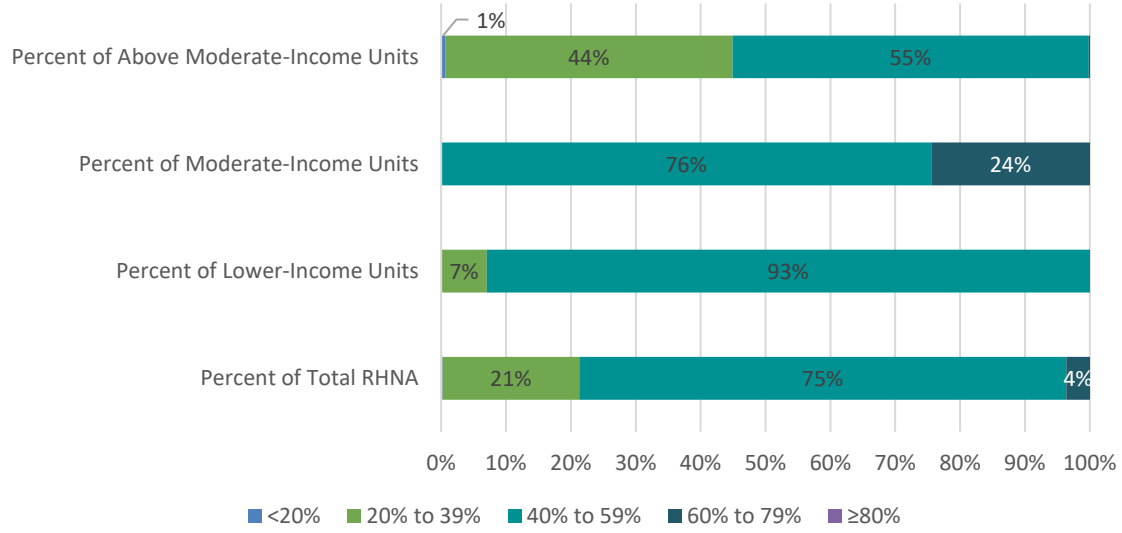
homeowners are cost burdened, compared to 21 percent of units in a similar cost burden rate among renters (Figures 2-18 and 2-19). Similarly, the majority of lower-income units are in areas in which 20 to 29 percent of homeowners are cost burdened, but 40 to 59 percent of renters are cost burdened. Locating lower- and moderate-income units in areas with high rates of renter overpayment will help to reduce displacement risk for these households by providing additional affordable housing where there is greatest demand. Typically, above moderate-income units are unaffordable to cost-burdened households, while lower- and moderate-income housing units can help alleviate overpayment.

Figure 2-18: Units by Rate of Cost Burdened Homeowners



Source: 2015-2019 ACS; City of Livermore, 2022

Figure 2-19: Units by Rate of Cost Burdened Renters



Source: 2015-2019 ACS; City of Livermore, 2022

Figures 2-10 and 2-11 demonstrate that while most sites are in areas of high overpayment, they are not concentrated in these areas. Lower- and moderate-income units near downtown will ease pressure on limited affordable housing stock by increasing the supply of total housing units in this area and locating sites for all income levels in other areas of the city will facilitate housing mobility opportunities that will not increase cost burden rates. Introducing low- and moderate-income units in highest resource areas of the city will also help to encourage a mixed-income community.

CONTRIBUTING FACTORS

Through discussions with stakeholders and fair housing advocates, input from the public outreach process, and the assessment of fair housing issues, the City identified several factors that contribute to fair housing issues in Livermore, as shown in Table 2-54. Additionally, this fair housing assessment identified the area north of downtown between N. Murrieta Boulevard and Junction Avenue as a priority focus area. This area, where the majority of residents are Hispanic or Latinx, has a low median income compared to the rest of the city and a high percentage of residents living in overcrowded situations. The City will target this area for the fair housing programs identified in Table 2-54 to address the culmination of fair housing issues. The priority factors that have contributed to this concentration of fair housing issues are listed in **bold** and associated priority actions are shown in ***bold and italics***.

Table 2-54: Contributing Factors		
AFH Identified Fair Housing Issues	***Contributing Factors***	***Meaningful Actions***
Concentration of communities of color in TCAC-designated low resource areas	**Shortage of affordable housing options in moderate and high-resource areas.** **Housing Navigation Barriers** **Housing Discrimination** Concentration of renter-occupied households in low-resource areas. Lack of acceptance of Housing Choice/Section 8 Voucher holders in moderate and high resource areas Availability of higher-density housing options in these areas.	Maintain a list of vacant residential land appropriate for affordable housing in the city, including sites in moderate and high resource areas (Program 1.1.1). Update the Downtown Specific Plan to facilitate revitalization, affordable housing development, and mixed-use development (Program 1.2.1). Encourage construction of Accessory Dwelling Units (Program 1.4.1). Encourage the construction of affordable units with three or more bedrooms (Program 1.5.3). ***Produce affordable rental housing in opportunity-rich locations near transit, services, and key amenities (Programs 3.2.1 and 3.2.2).*** Implement multilingual communication and outreach strategies for City-funded affordable housing developments (Program 3.3.1). Provide mortgage assistance for low- and moderate-income first-time homebuyers, prioritizing advertising to persons with disabilities and limited English proficiency (Program 3.4.1). ***Encourage landlords and property managers in high resource areas to advertise their units to Section 8 voucher holders (Program 3.4.2).*** ***Provide education to landlords and property managers on fair housing rights and requirements/discrimination (Program 5.1.1).*** ***Work with trusted community partners to provide linguistically and digitally accessible and culturally relevant housing search assistance (Program 5.2.1).*** Conduct racial equity impact assessments of City policies for potential unintended fair housing impacts on people of color and work with stakeholders to address those impacts (Program 5.2.1). Pursue funding for culturally relevant financial empowerment services to help community members of color remove economic barriers to accessing housing like credit scores and income documentation (Program 5.2.1).

Table 2-54: Contributing Factors		
AFH Identified Fair Housing Issues	***Contributing Factors***	***Meaningful Actions***
Disproportionate access to resources for lower-income and non-White households	**Concentration of renters, lower-income households, and Hispanic and Latinx residents near high-intensity commercial and industrial uses, such as neighborhoods north of Downtown.** Limited access to parks and open space compared to other neighborhoods. **Proximity to lower performing schools.** **Discriminatory lending and other barriers to home ownership for non-White populations, including language barriers and documentation requirements.**	Update the Downtown Specific Plan to facilitate revitalization, affordable housing development, and mixed-use development (Program 1.2.1). ***Continue to implement the inclusionary housing ordinance (Program 3.1.1)*** ***Increase the inventory of properties for affordable housing in opportunity-rich locations near transit, services, and key amenities (Programs 3.2.1 and 3.2.2).*** Provide financial resources to nonprofit organizations to increase the existing affordable housing stock *(Program 3.2.2)*. ***Implement targeted and multilingual communication and outreach strategies for City-funded affordable housing programs and development (Program 3.3.1).*** ***Provide homebuyer support for low- and moderate-income first-time homebuyers, prioritizing persons with disabilities, affordable housing residents, and non-English speakers (Program 3.4.1).*** Align documentation and eligibility requirements for City housing programs with County programs, including the use of individual taxpayer identification numbers (Program 3.4.1) Facilitate development of urban parks on infill sites to aid in air pollution mitigation and to provide recreation opportunities (Program 4.2.1). **Strengthen requirements for City-funded affordable housing and service providers to offer linguistically accessible services, particularly in Spanish *(Program 5.2.1)*** Update existing community benefit and/or other land value recapture strategies such as the Human Services Facility Fee. (Program 5.2.1)

Table 2-54: Contributing Factors		
AFH Identified Fair Housing Issues	***Contributing Factors***	***Meaningful Actions***
Displacement of residents due to economic pressures	**Rising housing costs outpacing wage increases.** Concentration of poverty and lower-income households north of Downtown. **Shortage of affordable housing options.** Limited range of affordable units in a range of sizes.	*Encourage construction of Accessory Dwelling Units (Program 1.4.1).* Encourage the production of units with three or more bedrooms (Program 1.5.3). Continue to implement the inclusionary housing ordinance (Program 3.1.1). ***Assist the development of affordable housing through the Affordable Housing Fund (Program 3.2.1).*** Provide support for low-income renters, including multilingual tenant counseling, rental assistance, financial counseling, crisis stabilization services, and legal support (Program 3.3.1). ***Work with trusted community partners to provide linguistically and digitally accessible and culturally relevant rental housing search assistance to lower income households and groups with special housing needs (Program 3.4.2).***
Displacement of tenants due to discriminatory actions.	**Landlord and property managers' lack of knowledge and engagement on fair housing laws.** Limited tenant protections.	***Provide financial assistance to fair housing providers to provide services such as tenant/landlord mediation (Program 5.1.1).*** ***Continue to support the City's Fair Housing Audit (Program 5.1.1).*** ***Provide education to landlords and property managers on fair housing rights and requirements/discrimination (Program 5.1.1).*** ***Assess impacts and solicit community input on new policies that prevent displacement for low- and moderate-income community members, such as a Citywide rental registry, anti-harassment ordinance, or a tenant opportunity to purchase policy. (Program 5.2.1).***

3. HOUSING OPPORTUNITIES AND CONSTRAINTS

The provision of adequate and affordable housing is an important goal of the City. As a result, the City has proactively implemented a variety of programs, incentives, and development standards to encourage the development, maintenance, and improvement of affordable housing and address potential constraints to housing development. Nonetheless, a variety of factors, including environmental conditions, market mechanisms, and government regulations, can influence or constrain the development of housing. This section identifies existing constraints that inhibit the production of affordable housing in the community as well as opportunities and programs to mitigate these constraints, as appropriate.

3.1 MARKET CONSTRAINTS

Land costs, site development costs, and financing contribute to the cost of housing and can potentially hinder the production of new affordable housing. Although many constraints are driven by market conditions, jurisdictions have some leverage in instituting policies and programs to address the constraints.

LAND COST

A key component of residential development costs is the price of raw land. The diminishing supply of residential land combined with high demand generally keeps land cost high in the Bay Area. The economic downturn in 2008 caused land sales and land development to slow down, and the COVID-19 pandemic further induced economic volatility into the housing market. However, as indicated by land prices in 2022, the Livermore housing market has recovered, resulting in higher sales prices and rental rates for new housing products. According to Zillow, vacant land costs per acre range from $15,900 to $449,500. Typically, smaller parcels are valued higher per acre than larger parcels (more than 10 acres).

As of January 2022, residential land in Livermore listed through Zillow varies considerably—from as low as 37 cents per square foot to over $10 per square foot. This range can be attributed to varying locations of the land, existing infrastructure, the increasing economies of scale associated with larger parcels, and other parcel-specific factors such as environmental conditions and topography.

An Inclusionary Housing Feasibility Analysis in 2013 found that single-family detached housing continues to represent a major portion of units being developed in Livermore, but small lot, compact single-family detached and attached products are a growing part of the market. Since 2016, about 20 percent of the new units constructed in Livermore have been single-family detached housing. Even though the cost per unit for multifamily attached housing is lower than for single-family housing, total construction costs can be about 50 percent higher due to the larger development scale, which tends to require a longer land use entitlement process and construction period. However, the entitlement timelines for multi-family housing developments and single-family subdivisions are relatively similar.

MORTGAGE AND REHABILITATION FINANCING

The availability of financing affects a person's ability to purchase or improve a home. Mortgage interest rates are extremely volatile. In 2008, the average 30-year fixed-rate mortgage (FRM) was approximately 6.0 percent. In 2015 rates fell to about 4.0 percent, and currently in 2022 are at about 3.0 percent.

Home Loans in Livermore

Under the Home Mortgage Disclosure Act (HMDA), lending institutions must disclose information on the disposition of loan applications. Table 3-1 summarizes the disposition of loan applications submitted to financial institutions for home purchase and home improvement loans within the city.

In 2020, approximately 54,922 households applied for home purchase or improvement loans in the Berkeley/Oakland/Livermore Metropolitan Statistical Area (defined by the federal Office of Management and Budget). A large majority of loan applications (83.6 percent) were for home purchase. Of all loan products available, approximately 92.9 percent of applicants applied for conventional loans; only 7.1 percent of applicants applied for government-assisted home loans.

Approval rates for home loans vary by loan type. Conventional loans often have a higher approval rate than government-assisted loans. For all applicants, approximately 60.4 percent were approved and accepted; 9.5 percent were denied; 8.5 were purchased by a financial institution; and the remaining 21.6 percent were not accepted, withdrawn, or incomplete.

Fannie Mae and Freddie Mac are tightening their lending practices and loaning primarily to people with excellent credit scores who can afford at least 10 percent for a down payment, so FHA loans are the only remaining option for many homebuyers. FHA loans require the buyer to pay an upfront fee and a monthly insurance premium and ensure that the borrower has sufficient income to cover the loan, but borrowers are able to pay a down payment as low as three percent and are not required to have an excellent credit score.

Table 3-1: Home Loan Application Status Disclosure in Berkeley/Oakland/Livermore Metropolitan Statistical Area, 2020		
	Number	***Percent***
Type of Loan		
Total	**297,341**	**100.0%**
Conventional	276,169	92.9%
Government assisted	21,172	7.1%
FHA-insured	11,748	4.0%
VA-guaranteed	9,331	3.1%
USDA-guaranteed	93	0.0%
Loan Purpose		
Total	**54,922**	**100.0%**
Home purchase	45,923	83.6%
Home improvement	8,999	16.4%
Loan Purpose		
Total	**297,232**	**100.0%**
Approved and accepted	179,509	60.4%
Denied	28,299	9.5%
Withdrawn or not accepted	49,941	16.8%
Closed/Incomplete	14,357	4.8%
Purchased by institution	25,126	8.5%

Source: Home Mortgage Disclosure Act, Consumer Financial Protection Bureau, 2020, confirmed in 2021.

City of Livermore Programs

In order to facilitate additional access to financial resources for lower- and moderate-income households to acquire homeownership, the City offers a down payment assistance program to first-time homebuyers. As described in Chapter 4, the program provides a three percent interest loan, fully or partially deferred, of up to $60,000.

3.2 GOVERNMENTAL OPPORTUNITIES AND CONSTRAINTS

Local policies and regulations can impact the price and availability of housing and, in particular, the provision of affordable housing. However, other governmental policies or actions are intended to reduce these barriers and/or actively encourage the development of housing that meets the diverse needs of the community. This section discusses the following possible constraints and opportunities related to the maintenance, development, and improvement of housing:

- Land use controls
- Local ordinances/regulations impacting housing supply
- Provisions for a variety of housing
- Density bonus

- Development review process
- Building codes
- Housing for persons with disabilities
- Public Improvements

LAND USE CONTROLS

Land use controls affecting housing development include: General Plan, Specific Plans, Neighborhood Plans, Municipal Code, and the Development Code. The City maintains the current Development Code with zoning and development standards along with current fees on the City website.

General Plan

The Land Use Element of the Livermore General Plan sets forth the City's policies for guiding local development, including density ranges. These policies, together with zoning regulations, establish the amount and distribution of land for different uses, including housing. The key questions for evaluating constraints and opportunities associated with the General Plan are: does it designate enough land available for residential development, and does it allow for a sufficient range of housing types to meet community needs?

As listed in Table 3-2, the General Plan has 11 broad residential land use designations permitting a range of rural and urban residential uses. Three additional mixed-use designations permit residential units to be integrated with other types of uses. Most of the open space and agricultural land use designations permit rural residential development as well as agriculture-related employee and caretaker housing. Residential uses are also permitted in certain commercial districts subject to discretionary review.

Table 3-2: General Plan Land Use Categories		
General Plan Land Use	***Density (du/ac)***	***Residential Type(s)***
Residential		
Rural Residential (RR)	1.0-1.0/5	Designed to accommodate large-lot residential of a rural character on urban fringe
Urban Low Residential (UL)	1.0-2.0	Intended to accommodate residential development in areas with special land amenities or constraints
UL-1	1.0-1.5	
UL-2	1.5-2.0	
Urban Low Medium Residential (ULM)	2.0-3.0	Intended as a transition between lower density at edges of town and higher density residential development as one approaches the center of the community
Urban Medium Residential (UM)	3.0-4.5	Urban medium areas are located closer to the center of the community and in areas surrounding commercial development
Urban Medium-High Residential (UMH)	4.5-6.0	Intended to encourage cluster and higher density residential development to preserve urban open spaces
Urban High Residential (UH)	6.0-55.0	Intended to provide a variety of housing opportunities for all income groups to be located near major roads and other public services
UH-1	6.0-8.0	
UH-2	8.0-14.0	
UH-3	14.0-18.0	
UH-4	18.0-22.0	
UH-5a	22.0-30.0	
UH-5b	30.0-38.0	
UH-6	38.0- 55.0	
Mixed-Use		
Neighborhood Mixed-Use (NM)	12.0-38.0	Intended to help improve the pedestrian orientation of Livermore's neighborhoods by providing neighborhood commercial services within walking distance of existing residents and integrating housing with commercial development on a single site
NM Low (NML)	2.0-3.0 or 12.0-15.0 w/ TDC*	
NM Medium (NMM)	3.0-4.5 or 15.0-24.0 w/ TDC	
NM High (NMH)	6.0-8.0 or 24.0-38.0 w/ TDC	
Downtown Area (DA)	Min range 15-30 Max range 30.0-55.0	Intended to provide a unique, locally oriented, pedestrian-friendly shopping environment in Downtown Livermore and to allow higher-intensity residential development to support and revitalize the commercial environment

Table 3-2: General Plan Land Use Categories		
General Plan Land Use	***Density (du/ac)***	***Residential Type(s)***
Isabel Neighborhood (IN)	15.0-100.0	Intended for a range of housing choices from attached single-family units to multistory condominiums and apartment buildings that will support development of a complete neighborhood.
Commercial		
Service Commercial (SC)	n/a	Intended for uses such as auto sales and service, nurseries, home maintenance centers, and wholesale establishments in the general vicinity of freeway interchanges or at other locations with significant access potential from the community at large
Highway Commercial (HC)	n/a	Intended to primarily serve the traveling public with uses such as hotels and motels, restaurants, and motor vehicle and gasoline service stations
Neighborhood Commercial (NC)	n/a	Intended primarily for neighborhood serving commercial uses such as grocery stores, drug stores, and personal service.
Community Serving General Commercial (CSGC)	n/a	Intended for commercial uses in areas outside of Downtown with significant access potential from the region and the community at large
Office Commercial (OC)	14.0-18.0	Intended primarily for office uses with no impacts to and compatible with adjacent residential neighborhoods. Residential can be considered with a Conditional Use Permit
Industrial		
Business and Commercial Park (BCP)	n/a	Intended for a mix of uses, locating employment-generating activities adjacent to destination-oriented and limited retail commercial uses
Low-Intensity Industrial (LII)	n/a	Intended for uses such as manufacturing, warehousing, research and development facilities, fully enclosed recycling facilities, and administrative and professional offices
High-Intensity Industrial (HII)	n/a	Intended to provide an insulated area for uses with objectionable noises, odors, vibrations, glares, or hazards from uses such as manufacturing, warehousing, research and development facilities, recycling facilities, and storage or processing of raw materials

Table 3-2: General Plan Land Use Categories		
General Plan Land Use	***Density (du/ac)***	***Residential Type(s)***
Open Space and Agriculture		
Open Space (OSP)	1.0 du/ existing parcel	Permits single-family residential and farm worker housing subject to environmental review
Agriculture/Viticulture (AGVT)	1.0/100	Intended for rural residential densities and farm worker housing
Limited Agriculture (LDAG)	Min 20 acres	Intended for rural residential densities and farm worker housing
Hillside Conservation (HLCN)	1.0/20 to 1.0/100	Intended for rural residential densities and farm worker housing
Large Parcel Agriculture (LPA)	Min 100 acres	Intended for uses such as agricultural, agriculture processing facilities, limited agricultural support, secondary residential, visitor serving commercial facilities, recreation, public and quasi public, and waste management facilities
Resource Management (RMG)	1.0 du/ parcel; Min 100 acres	Intended for a single-family home per parcel
Water Management Lands (WML)	1.0 du/ parcel; Min 100 acres	Intended for a single-family home per parcel
Open Space/Sand and Gravel (OSP/S&G)	n/a	Intended primarily for open space; secondarily for sand and gravel extraction, processing, and related activities
Community Facilities	n/a	Intended to provide areas for public agencies and institutions, including City, County, State, and federal government facilities. May be designated as any of the following: Elementary School (CF-E), Intermediate School (CF-I), High School (CF-H), Community College (CF-JC), Fire Station (FS), Civic Center (CF-CC), Cemetery (CF-CE), Government Services (CF), Airport (CF-AIR), Post Office (PO), Hospital (HOSP), BART (BART), Government Research and Development (CF-R&D)

*TDC refers to Transferable Development Credit Program.

Source: City of Livermore Land Use Element 2002, amended 2013, confirmed 2021

Neighborhood Plans

In 2007, the City approved two Neighborhood Plans: Brisa and Arroyo Vista. These plans cover two areas that were redesignated in the 2003 General Plan to a dual designation permitting either industrial uses (base designation) or residential uses, subject to development of a Neighborhood Plan for each area. The plans are intended to facilitate orderly growth and the creation of a livable neighborhood that includes community amenities and is compatible with

surrounding uses. The plans create important opportunities for infill development of vacant land with a mix of higher density housing types that would not otherwise be developed for residential uses.

These two Neighborhood Plans facilitate residential development by providing site layout plans that can be utilized by developers to achieve consistency with and meet the development standards of each of the plans, including providing a mix of housing types. The concept site plans for each of the sites demonstrate that a mid- to upper-density range can be achieved on each site while still providing a minimum of three different housing types and circulation and open space requirements. The design guidelines and standards in each of the plans are straightforward and feasible for the site and encourage residential development. Potential developers can utilize site plans to reduce design time and minimize uncertainty during the development review and approval process because the site layout plans have already been determined to be consistent with provisions of the Neighborhood Plans. Although these two sites are TDC receiver sites, adoption of the residential Neighborhood Plans preclude these sites from going back to their base designation without discretionary review by City Council. As of 2022, the Brisa area has been fully built, and Arroyo Vista remains undeveloped.

Brisa Neighborhood Plan

The Brisa Neighborhood Plan has been built out. The plan area encompasses 37.5 acres and covers vacant land north and south of Brisa Street east of Vasco Road and adjacent to the ACE train station and parking area. The plan includes an approved Neighborhood Concept Site Plan for 465 units designed to create a walkable urban neighborhood and to provide pedestrian access to Livermore's multiuse trail system and to the adjacent ACE commuter rail station. The plan requires a variety of housing types, a general circulation system layout consistent with the site plan, consistency with the design standards, two neighborhood parks, and a trail network with connections to the ACE train station.

The Livermore City Council approved plans for a residential development in the neighborhood plan area on January 13th, 2014. The project includes 465 units, with courtyard and alley-loaded single-family homes, row townhouses, and apartments. This project provides 26 subsidized very-low- and low-income units. Site grading began in August 2014 and as of 2022, the homes have been built.

Arroyo Vista Neighborhood Plan

The Arroyo Vista Neighborhood Plan was approved by the Livermore City Council on July 2nd, 2007. The plan area is approximately 28 acres and covers the vacant land south of First Street along the north side of Las Positas Road and east of existing neighborhood commercial services. The plan includes two conceptual land use plans. The conceptual plans are intended to show how one might develop the entire site at the lower end of the density range (402 dwelling units) and at the high end (495 dwelling units). The plan includes the following mandatory provisions: three variations of housing types, one neighborhood park, open space, and trails. Once a residential subdivision is approved under the Neighborhood Plan, the sites can no longer be developed as industrial without City Council approval of a major conditional use permit. Though much of the plan has been built out, some vacant sites remain available for development.

Isabel Neighborhood Specific Plan

The 2003 General Plan identified the Greenville BART TOD[20] transitional area to provide land uses appropriate for a future commuter transit station. The environmental impact report prepared for the 2003 General Plan assumed that 4,474 housing units would be built within the Greenville TOD area.

Subsequent analysis identified the area around the Isabel Avenue interchange of I-580 as a more immediately viable location for a BART station. The Livermore City Council directed staff to update the documents necessary to shift the TOD planning effort from the Greenville/Southfront area to the Isabel/I-580 area. In 2018, the City adopted the Isabel Neighborhood Specific Plan, which was contingent upon an approved BART extension to Livermore.

At its May 24th, 2018, board meeting, the BART Board voted to certify the BART to Livermore Extension Project Final Environmental Impact Report, but to not advance the proposed conventional BART extension to Livermore. The Board recommended that the City turn to the newly formed Tri-Valley–San Joaquin Valley Regional Rail Authority to conduct further transit planning in Livermore.

In 2020, the City adopted a revised Isabel Neighborhood Specific Plan for a future Valley Link rail station. While the INSP is consistent with many General Plan goals, the plan modified existing General Plan land use designations, as well as some policies as a means of achieving the General Plan goals and implementing related policies. For projects within the Planning Area, policies and standards in the INSP will implement the General Plan policies. Where policies or standards relating to a particular subject have not been provided in the INSP, the General Plan's policies and standards continue to apply, as they are today or amended in the future.

The plan area encompasses over 1,100 acres, or about 6.6 percent of the city. It is in the northwest part of Livermore, approximately 2.5 miles from Downtown. The plan area is entirely within the city's urban growth boundary (UGB). It is largely within the city limits, with the exception of an approximately 21-acre property that is currently in unincorporated Alameda County.

The INSP will guide future development of the area surrounding the Isabel Valley Link station in the I-580 median at Isabel Avenue. The abundance of vacant land near the proposed Valley Link station is a major opportunity for shaping a new neighborhood centered around a major transit hub.

The three primary objectives of the INSP are:

- Create a safe, vibrant neighborhood that includes amenities for residents, workers, and students and that is compatible with existing development and community character.
- Support citywide goals for increased transportation options, housing choices, and economic vitality.

[20] Transit-oriented development: Development in which land uses are designed and sited to maximize transit ridership and the use of alternative forms of transportation; TODs are typically also mixed-use developments.

- Support the Valley Link rail project through development of a complete neighborhood.

Specific housing strategies for advancing the plan's vision and objectives include: allowing for a range of housing types; encouraging a livable and accessible neighborhood with an active street life; concentrating development of the highest intensity closest to the Valley Link station to support transit ridership; promoting compatibility with existing residential uses; and advancing the City's housing and economic development goals.

The target residential unit number for the INSP is 4,068. The minimum number of residential units required for the specific plan is 3,223. At least 25 percent of the units are required to be affordable to lower income households—or at least 830 affordable units. Twenty percent of units in each residential project approved in the specific plan area will be affordable, per the plan's inclusionary requirements. Additionally, five percent of units will be developed in stand-alone affordable housing projects.

Downtown Specific Plan

The Downtown Specific Plan (DSP) was adopted by the City Council in February 2004 and most recently updated in 2020. Objectives of the DSP are to revitalize the Downtown and re-establish it as the center of the city and as a viable, pedestrian-oriented city neighborhood. The DSP outlines strategies for accomplishing these goals, including:

- Revising land use policies to allow housing at a range of types and densities everywhere except on the ground level in the Downtown Core.
- Encouraging construction of housing above storefronts in the Downtown Core by requiring new buildings to be mixed use.
- Identifying opportunity sites that provide immediate development prospects for new housing and that offer the potential to deliver a significant number of new units. Examples include the former Livermore Village in the heart of downtown and several vacant, formerly commercial parcels to the east of Downtown.
- Attract potential Downtown residents with transit opportunities that enable them to travel easily and conveniently to job centers in the region.

The DSP requires 10 percent of each project proposed in the plan area to be units affordable to low-income households. The DSP established five plan areas. Appendix A shows the boundary of the Downtown Specific Plan Area. Plan Areas and the associated assumptions about capacity are as follows:

- **The Downtown Core Plan Area**

  The intent of the Downtown Core is to revitalize the city's historic core area as the center of the city. Therefore, mixed-use buildings are required for all parcels fronting First Street and are encouraged throughout the Core. In order to ensure that Downtown Core is the most densely developed part of the city, a minimum density of 30 and up to 55 dwelling units per acre is required. At this density, sites in the Core would be considered appropriate for lower-income households.

- **The Gateway Plan Areas / Boulevard and Transit**

  The primary intent of the two Gateway Plan Areas is the provision of land for high-quality housing adjacent to the Downtown Core. The Downtown Transit Gateway District, centered along east First Street, provides an opportunity for transit-oriented development due to the proximity of the ACE/LAVTA stations. In this Plan Area, residential development within 2,000 feet of the ACE/LAVTA/station is awarded a 25 percent density bonus.

- **The Neighborhood Plan Areas / North and South Sides**

  The two Neighborhood Plan Areas are intended to enhance and maintain the residential character surrounding the Downtown Core. The development standards encourage residential uses compatible with the single-family neighborhoods adjacent to the Downtown.

Incentives to Facilitate Redevelopment

The DSP development standards were crafted to promote redevelopment in the Downtown, including increased, more-intense housing opportunities. The DSP encourages this through alternative open space requirements, relaxed parking standards, minimal setbacks, flexibility for National Register historic structures or historic resources, and streamlined processing for smaller projects. Specific standards are discussed in more detail later in this section.

Since adoption of the DSP, the City has moved forward with implementation steps to further increase the viability of Downtown redevelopment. Most recently, Development Standards for the Downtown Core Plan Area were amended in May 2020, which enabled implementation of the Downtown Plan that the City Council had approved on January 29th, 2018. The amendments enabled the Downtown Core with various uses including 130 multi-family housing units and associated infrastructure upgrades.

Infrastructure Upgrades

A major step the City has taken to support redevelopment and accommodate intensified development in the Downtown is improving and upgrading Downtown infrastructure, particularly in the Core Plan Area where the catalyst sites are located. Following adoption of the DSP, the City began to implement numerous upgrades and improvements that included:

- Moving State Route 84 from First Street to Isabel Avenue to remove truck traffic from First Street and create a more pedestrian friendly environment for Downtown residents and the shopping community. This step was particularly crucial to foster a pedestrian friendly environment in the Downtown Core Plan Area along First Street between Maple and L Streets, where mixed-use is required in new buildings.
- Reconfiguring First Street from 4 lanes to 2 and adding diagonal parking, street trees, landscaping, and hardscape to create a more lively, walkable environment for commercial and mixed-use buildings.
- Widening Railroad Avenue to accommodate increased traffic diverted from First Street in the Downtown Core.
- Water and sewer upgrades along Railroad Avenue to accommodate estimated Downtown Specific Plan buildout.

- New water mains and sewer laterals to all parcels along First Street in the Downtown Core from Maple to L Streets to accommodate intensified mixed-uses.

Streamlined Project Review Process

The Downtown Specific Plan provides detailed development standards and regulations as well as purposeful goals and objectives to achieve revitalization. Due to the specificity and detail in the plan, potential developers and property owners tend to have a clear understanding regarding the use of their property, as well as development standards that must be addressed in new or redeveloped buildings. The DSP also streamlined the review process for Downtown projects by a) establishing sufficient detail on regulations and b) allowing a majority of the projects to be reviewed at an administrative level, thereby reducing the overall processing time for new projects. Most projects that are consistent with the DSP can be processed at the staff level. Only larger residential and commercial projects require discretionary review by the Planning Commission and City Council.

Development Code

The City implements the General Plan policies and regulates the type, location, and scale of residential development primarily through the Development Code. Development regulations are designed to protect and promote the health, safety, and general welfare of residents and to preserve the character and integrity of existing neighborhoods.

In February 2010, the City adopted a new Development Code to replace the Zoning Code. The City updated the standards in the code to ensure consistency with the General Plan, existing policies and procedures, and applicable state regulations, including those for "reasonable accommodations." The City also revised outdated development regulations and older zoning districts to help reduce constraints to development caused by the City's previous zoning law. The new code was designed to be easier for residents, developers, and staff to understand and apply, which can save time during the entitlement process. For example, residential projects with four or fewer units are subject to administrative design review by staff. The most recent ordinance updating the code was passed on June 28th, 2021.

Residential Zoning

The current Development Code has 12 major residential zoning districts and a Planned Development (PD) District (see Table 3-3, below). Most of the residential zoning districts permit a range in density. In all cases, the density range permitted in each zoning district is consistent with the underlying General Plan designation. As described further below, the code establishes development standards for each zoning district, such as lot coverage, setbacks, and minimum lot sizes.

Form-Based Zoning

As part of the 2010 Development Code update, the City included form-based regulations to promote pedestrian-scaled urbanism in "Transect" zones. Unlike conventional zoning, form-based codes emphasize the built form over the segregation of land uses and parameters such as setbacks and floor area ratios. Built form involves the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks. Form-based codes frequently use photos and graphics to explain the details of the requirements, making them more readily understandable by residents

and developers. Use of a form-based code can reduce the length of the project review process.

The code includes two Transect zones (T3 and T4), with placeholders for four zones not currently used. (T1 and T2 are intended to apply to Natural and Rural areas, respectively, and T5 is reserved for the Urban Center and T-6 for the Urban Core.) The development standards for the T3 and T4 zones primarily focus on mixed-use, walkable areas of the city. They range in function and density from primarily residential areas with a mix of building types (T3-Neighborhood) to medium density neighborhoods and other commercial and retail areas (T4-Neighborhood, T4-Neighborhood Open, T4-Main Street Open, and T4-Main Street). The City has designated much of the neighborhoods immediately north and south of the Downtown area as T3 or T4.

Mixed-Use Zoning

The NM zone was created to implement the Neighborhood Mixed-Use land use designation of the 2003 General Plan Update. The zoning district permits a mixture of neighborhood-serving businesses and residential uses and refers to the T4 development standards. Vertical mixed-use is permitted and encouraged on-site. A minimum of 20 percent of the site's floor area shall be developed with commercial uses. The required range of the mix of Transect zones within the NMU planning sites is:

- T4 Neighborhood: Allowed to occupy 25 to 80 percent of land
- T4 Neighborhood Open: Allowed to occupy up to 50 percent of land
- T4 Main Street Open: Allowed to occupy 10 to 50 percent of land
- T4 Main Street: Allowed to occupy 10 to 20 percent of land

The Neighborhood Mixed-Use sites are also designated as Transferable Development Credit (TDC) receiver sites, meaning they have dual general plan designations.

Since the TDC program was implemented, several residential projects have been approved or constructed on a TDC site (Auburn Grove, Portola Common, Arroyo Crossings, Shea Sage, Magnolia Place, Catalina Townhomes, Brisa, and Bluebell Drive). None of these projects, applications, or proposals have opted, or even proposed, to utilize the baseline densities on these sites. This suggests that the higher density Neighborhood Mixed-Use option is the most economically feasible—more so than new commercial or the lower density residential option.

General Plan policy provides an exemption to participating in the TDC program for projects that provide affordable housing, and affordable units are exempt from the TDC fee. Projects that provide affordable or other types of special housing may also have the baseline density increased.

The TDC Program is discussed in more detail later in this chapter.

Other Zoning

The City permits some residential uses in the Commercial Office (CO), Professional Office (CP), Planned Development/Agriculture (PD-AG), South Livermore Valley/Agriculture (SLV-AG), Education and Institution (E), and Open Space (OS-R and OS-A) zones. The City also conditionally permits additional residential uses in the nonresidential zones listed in Table 3-3.

Development Standards

The Development Code includes a set of development standards for each zoning district. Sites zoned as Planned Development (PD) have a unique set of development standards, although some refer to a standard zoning district under the current or previous zoning codes. This section discusses the main types of development standards.

Table 3-3: Zoning Districts That Allow Residential Uses and Development Standards								
District/Purpose	***GP Land Use***	***GP Density (du/acre)***	***Min/Max. Lot Area in sq. ft***	***Setbacks***			***Coverage[1]***	***Max. Bldg. Ht.***
				Front	***Sides***	***Rear***		
R-R – Residential Rural	RR	1.0 per acre to 1.0 per 5 acres	Min. 40,000	30'	1 side: 20' Total: 45'	50'	25%	35'
R-S – Suburban Residential	UL, ULM, UM, UMH	1.0 per 5 acres up to 6.0	Min. 6000	Min. 20'	Min 10', and 12'	Min. 25'	FAR max. 35%	Max. 35'
R-L – Residential Low density	UL-1, UL-2,	1.0 – 2.0	Min. 5,000	Min. 15'	Min. 15'	Min. 5' – 10'	40%	Max. 35'
MFR – Multifamily Residential	UH	6.0-18.0	Min. 5,000	15'	8' min plus 5' for every story above first.	5' min plus 5' for every story above first.	50%	Main building: Max 3 stories, 45'/Accessory structure: Max 15'
RG – Suburban Multi-Residential	UH	4.5 - 18.0	See subcategories listed below.					
RG-16	UH-3	14.0 - 18.0	6,000	Min. 20'	1 story: Min. 10'/ 2 to 3 stories: 20' plus 5' for every story above	1 story: Min. 10'/ 2 to 3 stories: 20' plus 5' for every story above	50%	Main building: Max 3 stories, 45'/Accessory structure: Max 15'
RG-14	UH -2 UH-3	8.0 – 14.0 14.0 -18.0	6,500	Min. 20'	"	"	40%	"
RG-12	UH-2	8.0-14.0	7,500	Min. 25'	"	"	35%	"
RG-10	UH-2	8.0-14.0	9,000	Min. 30'	"	"	30%	"
T3N – T3 Neighborhood	ULM, UM, UMH	2.0-6.0	Regulated by building type	Min. 20'/Max 30'	Min. 5'	Min. 5'		Max. 35' 2 ½ stories
NMU – Neighborhood Mixed-Use	NML, NMM, NMH	2.0-30.0	See T4 subcategories listed below.					

Table 3-3: Zoning Districts That Allow Residential Uses and Development Standards								
District/Purpose	***GP Land Use***	***GP Density (du/acre)***	***Min/Max. Lot Area in sq. ft***	***Setbacks***			***Coverage[1]***	***Max. Bldg. Ht.***
				Front	***Sides***	***Rear***		
T4N – T4 Neighborhood	UH-2, UH-3, UH-4	8.0-22.0	Regulated by building type	Min. match adjacent property/ Max. 30'	1 story Min. 5'/ 2+ stories Min. 7.5'	Min. 5'		Max. 35' 2 ½ stories
T4N-O – Neighborhood Open	OC	14.0-18.0		Min. match adjacent property/ Max. 25'	1 story Min. 5'/ 2+ stories Min. 7.5'	Min. 5'		Max. 35' to , 2 ½ stories
T4MS-O – Main Street Open	NML, NMM	2.0 – 24.0 with TDC		0'	Min. 0'	Min. 0'		Max. 35' to eave/parapet, 3 stories
T4MS – Main Street	NML, NMM	2.0 – 24.0 with TDC		0'	Min. 0'	Min. 0'		Max. 35' 3 stories
CO – Commercial Office	OC	n/a, regulated by FAR	Min. 5,000	Min. 5' / adj R zone 15'	Min. 0' / adj R zone 10'	Min. 0' / adj R zone 10'	FAR max. 30%	35'
CP – Professional Office	OC		Min. 5,000 / Max. 10,000	Min. 15'	Min. 5'	Min. 5'	FAR max. 30%	Max 26', 2 stories
E – Education and Institution	CF		Min 20,000	Min. 25'	Min. 15'	Min. 15'	50%	35'
OS – Open Space	OS		OS-A: min. 871,200 / OS-R: min. 43,560/ OS-F 0	Min. 20'	Lots < 10,000 sf: 10' min. / Lots > 10,000 12' min.	Min. 25'	FAR max. 35%	35'

Table 3-3: Zoning Districts That Allow Residential Uses and Development Standards								
District/Purpose	***GP Land Use***	***GP Density (du/acre)***	***Min/Max. Lot Area in sq. ft***	***Setbacks***			***Coverage[1]***	***Max. Bldg. Ht.***
				Front	***Sides***	***Rear***		
PD-AG – Planned Development/Agriculture	Limited Agriculture, Large Parcel Agriculture		100 acres min. or 18 acres min. with Reduced Lot Option	Min. 30'	Min. 50'	Min. 20'	No max.	40'
SLV-AG – South Livermore Valley/Agriculture	Agriculture/Viticulture	1.0 per 100 acres	100 acres min.	Min. 30'	Min. 50'	Min. 20'	FAR max. 20%	40'
DSP – Downtown Specific Plan[4]	DA	See subcategories listed below.						
Downtown Core	DA	Min. 30.0 Max. 55.0[3]		No min./Max. 20'	Min. 0 Max. 10'	None	N/A	Min. 2 floors/ 20'Max. 3 floors/ 45'4 floors/ 55' on designated sites
Gateway Plan Areas (Transit & Boulevard)	DA	Min. 15.0 Max. 30.0 Along First St. up to 50 w/ CUP	Min. 5,000; Max 10,000 for SF in Residential Transition Areas	Min. 15'-20'	Min. 5' Increased 5' for every story above first (except for detached SF).	Min. 15' (except for detached SF with public alley) Increased 5' for every story above first	N/A	3-floors/45'
Neighborhood-North and South Side	DA	No min. for detached SF Min. 15.0 for all other uses	Min. 5,000; Max 10,000 for detached SF	Min. 15'	Min. 5' Increased 5' for every story above first.	Min. 15'	N/A	3-floors/45'

Table 3-3: Zoning Districts That Allow Residential Uses and Development Standards								
District/Purpose	*GP Land Use*	*GP Density (du/acre)*	*Min/Max. Lot Area in sq. ft*	*Setbacks*			*Coverage[1]*	*Max. Bldg. Ht.*
				Front	*Sides*	*Rear*		
IN – Isabel Neighborhood	IN	See subcategories listed below.						
Transition	IN	15.0-25.0		Min. 0'-20'	Min. 15' where abutting existing residential uses; otherwise, Min. 5' for first and second stories; Min. 10' for third story and above			3 [5]
Village	IN	25.0-40.0		Min. 0'-20'				4 [5]
Center	IN	40.0-60.0		Min. 0'-20' Max. 12' along non Main or Major Streets Min. 10' for 3rd story and above	0' side setback along Main Street; otherwise, Min 5' for first and second stories; Min. 10' for third story and above			5 [5]
Core	IN	60.0-100.0						6 [5]

[1] Coverage" is the floor area of the largest story of a building divided by the total site area.

[2] Residential uses at an RM density are conditionally permitted.

[3] No minimum density in mixed-use developments for units above first floor where nonresidential uses are on ground floor.

[4] Refer to DSP for exceptions.

[5] Refer to the INSP for height limits in the Scenic Corridor exception areas. For all other areas, building heights shall be regulated by Policy P-LU-8 and Table 2-6, Performance Measures by Subarea, in the INSP or by the General Plan Scenic Corridor Policy, whichever is more restrictive.

Source: City of Livermore Development Code, 2010, confirmed 2021

Density

The maximum number of dwelling units permitted in each residential project is calculated by multiplying the gross acreage times the maximum allowable density under the General Plan residential land use designation, rounding down to the nearest whole number. General Plan policy defines gross acreage to include all the land within the boundaries of the property as well as all or a portion of adjacent street frontage.[21]

The 2003-2025 General Plan includes five mixed-use land designations to encourage infill and higher density residential development close to transit, existing services, and infrastructure. These include: Downtown Core (30-55 du/acre), Downtown Gateway Plan Areas (15-30 du/acre; up to 50 du/acre with CUP), Downtown Neighborhood (0-15 du/acre), Isabel Neighborhood (15-100 du/acre), Neighborhood Mixed Low (12-15 du/acre), Neighborhood Mixed Medium (15-24 du/acre), and Neighborhood Mixed High (24-38 du/acre). These designations, along with the Urban High (UH) categories, provide a wider range of densities and allow for a variety of housing types compared to the other residential designations.

Height Limits and Setbacks

Maximum height and lot coverage regulations are designed to preserve the quality and ensure the compatibility of residential development in neighborhoods. The typical height limit in lower density residential zones is 35 feet. This allows for a two-story home with additional room to incorporate a variety of roof designs. Medium and higher density residential districts permit varied heights and number of stories depending on the number of units constructed and/or the setback.

In 2011, the City amended the Development Code to simplify the RG zone height limits, which was previously dependent on the size of the setback. The RG zone height limits are three stories or 45 feet, and proposed development above 45 feet is subject to a conditional use permit. Though market conditions may affect development of multifamily housing, the City cannot control market conditions and can only ensure development standards do not constrain development. The City has reduced development constraints to multifamily housing by allowing a greater maximum height.

The Core Area of the Downtown Specific Plan, which allows the most intense residential development (up to 55 dwelling units per acre), permits up to three stories or 45 feet in most areas. Select sites may have a height up to four stories or 55 feet with City Council approval. The City Council has considered requests to exceed the maximum height permitted in the Downtown Core. Two examples of actual projects are the Bankhead Theater and the Legacy project. The Bankhead Theater is a 500-seat local performing arts theater. The maximum height permitted for the small performing arts theater is 75 feet. The highest point of the proposed building, the fly-space tower, is 65½ feet. Legacy is a mixed-use project with 222 rental apartments with about 14,000 square feet of retail. The project has two buildings. One is ground-floor retail with two stories of apartments above it. The building is 3 floors and 45 feet adjacent to First Street. The maximum height of the project is 54 feet at the ridges and stair towers, and 49 feet for the main roof. Adjacent to First Street the building is three stories and 43 feet.

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[21] For the purpose of calculating density, properties with more than one street frontage may only use the longest street frontage, which is considered the area between the street right-of-way boundary and the midline of the adjacent fronting streets (except freeways and highways).

Small Lot Development

The Downtown Specific Plan Area has a number of small vacant and underdeveloped sites, particularly in the Downtown Core and Downtown Gateway Plan Areas. Potential constraints to creating new residential units on small lots in the Downtown, and in the Downtown Core area in particular, include the existing character and historic nature of buildings, which may make renovation or new construction more difficult. In the Core area along First Street, buildings are constructed along property lines, which limits new construction to additional stories to add square footage. The Downtown also includes several brownfield sites that are redevelopment opportunities with site remediation.

To offset the above constraints, the City utilizes a variety of measures and tools, including regulatory incentives, financial subsidies, negotiation/mediation, and business relocation assistance.

Regulatory Incentives

To accomplish the goal of creating new housing in the Downtown through small-lot redevelopment or lot consolidation where possible, the DSP allows densities of a minimum 30 dwelling units per acre in the Downtown Core. It also allows taller building heights, especially in the Downtown Core and Transit and Boulevard Plan Areas, which permit up to three floors/45 feet. The DSP specifically allows greater height (up to four floors and 55 feet) on the Livermore Village and Groth Brothers catalyst sites in the Core as further incentive for redevelopment. Development regulations intended to encourage revitalization and increase opportunities to create housing include:

- ***Alternative Open Space Requirements.*** The DSP offers flexibility to smaller sites to meet their Open Space requirements in the Downtown. Residential or mixed-use sites of less than one acre may meet their requirement on-site, off-site, by in-lieu payment, or through a combination of any of these options.
- ***Relaxed Parking Standards.*** Parking standards in the Downtown have been developed to address its more urban nature. They are intended to encourage redevelopment and shared parking opportunities via existing or new parking structures (in the Core Area).
    - Parking requirements for renovation, enlargement, or use changes apply only to net new floor area and/or the incremental increase in parking demand that accompanies a higher intensity use.
    - Smaller residential units and multifamily (apartments, flats, lofts) require less parking: 1-bedroom units require only 1 space, and apartments and flats require only 1.75 spaces.

  Throughout the Downtown, no additional parking spaces are required for the conversion of existing commercial/office/retail space to mixed-use where residential units are provided above (second floor and up).

- ***Minimal Setbacks.*** In the Core Plan Area there are no minimum building setback requirements.

- ***Flexibility for National Historic Structures or Historic Resources***. To allow use conversions of historic structures that will promote rehabilitation (including relocation), the Specific Plan allows modifications to development standards, subject to review by the Historic Preservation Commission.
- ***Streamlined Processing for Smaller Projects***. Residential projects providing less than 40 dwelling units can be reviewed and approved administratively at a staff level.
- ***Density Incentives***. A 25 percent density bonus is permitted in the Transit Gateway Plan Area for projects within 2,000 feet of the LAVTA/ACE station (or other planned transit station). Also, along First Street near the transit center, up to 50 du/acre projects are permitted with a Conditional Use Permit.

Parking Requirements

In general, parking requirements are intended to provide adequate on-site parking without causing parking deficiencies. Requiring too much parking, however, can add costs to development, which in turn creates a constraint.

The City's parking requirements for residential districts vary by housing type, the number of bedrooms, and parking needs (see Table 3-4). Detached and attached residences and mobile home parks are required to provide two on-site spaces per unit for units with two bedrooms or more. Guest parking must also be provided at a ratio of one additional space for every four units in multifamily projects.

As part of the Development Code update in 2010, the City investigated reduced parking standards for senior housing and smaller units (studios and one-bedrooms). As a result, the Code now has reduced parking requirements for studio and one-bedroom units at one space per unit, which reduces the land costs and improves the feasibility of these housing types. The City also updated its parking regulations to clarify that tandem parking is allowed in all residential and mixed-use zones when both spaces are for the same residential unit. Accessory dwelling units (ADU) require a similarly reduced amount of parking with circumstantial exemptions allowed, and junior accessory dwelling units (JADU) do not require additional parking.

In the Downtown Specific Plan, parking requirements for detached and attached residential uses are the same as for the rest of the city but vary for multifamily and senior housing. For example, parking for senior housing is required at 1.25 spaces per dwelling unit, and parking for multifamily units with two or more bedrooms is required at 1.75 spaces.

Table 3-4: Parking Requirements	
Residential Type	***Required Spaces***
Detached and Attached Units	
Studio and 1-bedroom	1 space per unit (No covered space required)
2 or more bedrooms	2 spaces per unit (No covered space required)
Guest spaces (multiple families)	1 space per 4 units (No covered space required)
Accessory Dwelling Unit (ADU)	1 space per unit, with some exceptions.[1]
Mobile Home Parks	
Each mobile home	2 spaces per unit
Use in common	0.5 space per unit (Within 200' of each lot)
Guest spaces	0 spaces per unit if on-street parking is provided within project or on an adjacent street; 1 space per 5 units if one side of street has parking; 2 spaces per 5 units if no on-street parking exists; (Determined by street adjacent lot. If corner lot, can use either street, or both, to determine.)
Downtown Specific Plan	
Single-family, detached/attached	
Studio and 1-bedroom	1 space per unit (1 covered space required)
2 or more bedrooms	2 spaces per unit (1 covered space required)
Multifamily	
Studio and 1-bedroom	1 space per dwelling unit (1 covered space required)
2 or more bedroom	1.75 spaces per dwelling unit (1 covered space required)
Guest spaces	1 space per 10 units (or portion thereof) provided on-site or off-site within 600' of the project, or waived with payment of in-lieu fees if public parking is identified within 600' of the project
Senior housing	1.25 spaces per unit (1 covered space required) In-lieu fee payment also possible for on-site or off-site parking.
Isabel Neighborhood Specific Plan	
Transition and Village Districts	
Studio and 1-bedroom	1 to 1.25 spaces per unit
2-bedrooms	1.5 to 2 spaces per unit
3 or more bedroom	2 to 2.5 spaces per unit

Table 3-4: Parking Requirements	
Residential Type	***Required Spaces***
Center and Core Districts	
Studio and single room occupancy (SRO)	0.75 to 1 space per unit
1-bedroom	1 to 1.5 spaces per unit
2 or more bedrooms	1.25 to 2 spaces per unit
Guest spaces	1 space per 4 to 8 units

Source: Livermore Development Code, 2010; Livermore Downtown Specific Plan, amended in 2020; City of Livermore ADU and JADU Criteria Checklist, July 2020; Isabel Neighborhood Specific Plan, 2020. Confirmed 2021.

[1] No parking for ADUs within: one-half mile walking distance of transit (including local bus stops or ACE Train station); a historic district; an existing primary residence or existing accessory structure; where on street parking permit is required but not offered to the inhabitant of the ADU; where a documented carshare vehicle is located within one block. Where the ADU is a garage, carport, or parking structure conversion, no replacement parking is required.

LOCAL ORDINANCES/REGULATIONS IMPACTING HOUSING SUPPLY

Urban Growth Boundary

The intent of Livermore's urban growth boundary (UGB) is to protect existing agricultural uses and natural resources outside the city from urban development while promoting infill development near available services. The UGB was completed in two phases. The *South Livermore Urban Growth Boundary Initiative* was passed by local voters in March 2000 and established the boundary along the southern edge of the city. The *North Livermore Urban Growth Boundary Initiative* was passed in December 2002 and completed the UGB around the northern edge of the city. The Land Use Element of the General Plan includes the policies associated with both initiatives, while the exact language of each Initiative is contained in the General Plan appendix.

While the UGB limits urban development to within city limits, the *North Livermore UGB Initiative* contains a "State Housing Requirement" provision that would permit the development of affordable housing outside the UGB to meet State housing requirements, so long as there is no land available within the city boundary to meet the requirement through new development, more intensive development, or redevelopment.

The City's UGB is not considered a constraint to housing development because it does not affect the total number of units permitted in Livermore, only the location of units.

Transferable Development Credits Program

The Transferable Development Credits (TDC) Program was developed as part of the North Livermore Urban Growth Boundary Initiative, adopted in December 2002. The program implements the UGB as another way to preserve agricultural land outside the City's UGB, curtail sprawl, and provide opportunities for higher density infill residential development near existing infrastructure and transportation services within the UGB. The program reduces the pressure to develop on property outside the UGB in North Livermore by enabling rural property owners to sell credits to builders seeking residential density within the city boundary.

General Plan policy outlines the basic objectives and parameters of the program, while the TDC Ordinance outlines the implementation details of the program. The program assigns development credits to properties beyond the UGB as well as residential receiver sites within the UGB. Developers may purchase development credits from willing sellers beyond the UGB to achieve greater residential density on the receiver sites within the UGB. Existing TDC receiver sites were established during the 2003 General Plan update and were selected based on their suitability for higher density, infill residential development. In most cases, the developer and/or property owner requested the change.

Each receiver site has a dual general plan designation. The baseline density is achievable without the need to comply with the City's TDC Ordinance. Applicants who wish to exceed the baseline density must comply with the City's TDC Ordinance by purchasing TDCs from owners in North Livermore or by paying an in-lieu fee to the City. Development on the receiver site is limited to the maximum density allowed under the General Plan designation and is subject to the development standards of the corresponding, underlying zoning district. Projects may also utilize the Planned Development District for greater flexibility in achieving higher density. An example of a receiver site is the 28+-acre Arroyo Vista Neighborhood Plan site, which has a base general plan land use designation of light industrial and a dual designation of Urban High – 3 Residential (which permits 14 to 18 du/acre).[22]

Participation in the program is voluntary; participants may purchase TDCs and achieve the higher density. However, the TDC In-Lieu Fee Ordinance provides an alternative to purchasing TDCs and provides exemptions for certain projects.

The TDC Ordinance establishes exemptions from the TDC or in-lieu fee requirement to support the provision of affordable units and use of density bonus incentives. Projects exempt from purchasing TDCs or paying an in-lieu fee include residential projects in the Downtown Specific Plan Area; housing units covered by an affordable housing agreement provided through density bonus for affordable or senior housing consistent with the State law; and units provided consistent with the City's inclusionary housing requirements.

The TDC program provides an alternative to achieving more intense residential development on certain sites. It does not preclude or constrain higher density residential development on receiver sites and has no demonstrable impact on accommodating the City's RHNA.

Inclusionary Housing Ordinance

Since 1987, the City has been setting inclusionary housing policies, which require residential development projects to contribute to the production of affordable housing units for low-income and moderate-income households. By requiring developers to set aside a portion of a market rate housing project's units as affordable, the City's Affordable Housing Ordinance, which was codified in 2000 and is also referred to as its Inclusionary Housing Ordinance, has produced over 180 homes for low- and moderate-income first-time homebuyers. Approximately 25% of the units produced have been purchased by Livermore schoolteachers. The program has also contributed to the City's inventory of affordable rental units through City Affordable Housing In-Lieu Fee funding and implementation of the on-site requirement.

[22] Under the approved Neighborhood Plan, the site can be developed with approximately 495 multifamily residential units. Neighborhood plans are not typically required for the development of TDC receiver sites.

The City's Inclusionary Housing Ordinance requires that at least 15 percent of all units in a residential development within General Plan areas be set aside as affordable (excluding Downtown and Isabel Neighborhood Specific Plan Areas which have their own specific inclusionary requirements). Developments in General Plan areas with for-sale units must set aside at least 7.5 percent of affordable units for low-income households, with the balance set aside for moderate-income households. For rental developments in General Plan areas, at least 7.5 percent of affordable units must be set aside for very-low-income households, with the balance set aside for low-income households. Wherever inclusionary set-asides result in an odd number of units, the majority of units must be provided to the lower income group.

Residential projects of 10 units or less are not required to construct affordable housing units, but must pay the affordable housing fee.

As noted earlier in this chapter, in the Downtown Specific Plan Area, at least 10 percent of units in each project must be affordable to low-income households. In the Isabel Neighborhood Specific Plan Area, at least 20 percent of units throughout the plan area must be affordable to extremely low-, very-low-, low-, or moderate-income households. Each project must contribute some inclusionary units towards that overall 20 percent.

This ordinance effectively helps to overcome market constraints to the provision of affordable housing by requiring developers to build a percentage of affordable units as part of their projects. The City will continue to implement the ordinance to facilitate the production of affordable housing (Program 3.1.1). The remainder of this section provides a detailed description of the ordinance and an analysis of its effects on housing production and costs.

On-Site Requirement

The Inclusionary Housing Ordinance has a "must build" requirement that affordable units be constructed on-site. The on-site requirement is implemented because it:

- Helps offset past market trends that constructed more expensive, low-density homes on available land.
- Augments the City's affordable housing stock. (Almost all residential properties in Livermore are under private ownership, and even with the inclusionary housing fees, the City and nonprofit agencies have difficulty competing in the private market for land on which to develop affordable housing.)
- Provides opportunity for lower-income and moderate-income households to enter the homeownership market.
- Promotes economic residential integration by producing mixed-income housing throughout the city.
- Provides residents within affordable housing units with the same access to public services, such as parks, transit, and schools, that are available in or near market-rate subdivisions.

Alternate Means of Compliance with On-Site Requirement

State housing law mandates alternate means for complying with local inclusionary provisions. Accordingly, the City's Inclusionary Housing Ordinance provides options for complying with all or a portion of the on-site requirement, pending approval by City Council (see "Approval Process for Alternative Compliance Requests," below). These options are described in Section

10.06.050 of the Development Code and must be economically equivalent to producing affordable units on-site. The five alternative methods include:

- **Accessory Dwelling Units**. In a project of more than 50 dwelling units, up to 20 percent of the requirement for reserved units may be satisfied by including accessory dwelling units accessory to the market-priced units. Each accessory dwelling unit provides a credit of 20 percent of a required affordable unit without regard to unit size or other minimum standards specified in Section 10.06.050(D)7.
- **Off-Site Construction**. A developer may satisfy the affordable housing requirement by constructing or making provisions to construct reserved housing units on a site other than the primary project site. The off-site units are subject to the standards in the Development Code. A developer may not satisfy the affordable housing requirement by applying credits from reserved units on previously constructed projects. Other existing units in projects already completed may not be substituted to satisfy the affordable housing requirement.
- **In-Lieu Fee.** A developer may satisfy the affordable housing requirement by paying an in-lieu fee that is economically equivalent to producing the required number of affordable units. The method of calculating the in-lieu fee is in Chapter 3.26.050 of the Municipal Code. Projects of 10 or fewer units are subject to the In-Lieu fee adopted by City Council annually and specified in the City Development Fee Schedule. Projects with 11 or more units which have been approved for a portion of on-site units to be satisfied in fee are subject to the fee methodology based on the actual development cost of the market rate units subject to the requirement, as described in the Code.
- **Dedication of Land.** A developer may satisfy the affordable housing requirement by dedicating to the City a parcel of land suitable for development of housing units equal to or exceeding the number of affordable units required to be provided in compliance with this section. The General Plan designation and zoning designation on the land proposed for dedication shall be consistent with the intended use of the property for affordable housing at the appropriate density, and there shall be direct access to improved streets and utilities.

Approval Process for Alternative Compliance Requests

Residential projects of 11 units or more within the General Plan, Downtown Specific Plan and Isabel Neighborhood Plan Area are subject to the on-site requirement, and alternative compliance requests require City Council approval. Projects of 10 or fewer units may pay the in-lieu fee without an alternative compliance request. Projects within the South Livermore Valley Specific Plan are exempt from the on-site requirement, but must pay the affordable housing in-lieu fee.

Alternative compliance requests are processed and approved as part of the City's residential entitlement process., Staff work extensively with developers to implement City Council Affordable Housing priorities and identify alternatives that are economically equivalent to building required units on-site, address the City's affordable housing needs, and are feasible for

the development project. The requirements are designed to maximize the impact of each residential development and allow the City to respond to emerging opportunities.

Comparability of Units

Affordable units must be constructed concurrently with market-rate units and must be "comparable" units to the market-rate units—in type, bedroom mix, amenities, exterior appearance, and interior fixtures and finishes. Specific requirements to further this end include:

- The affordable units cannot be distinguishable from other units in the project from the street.
- The average number of bedrooms must equal the average number of bedrooms for all other units in the project, up to a limit of three bedrooms per unit.
- Minimum unit sizes.
- The number of bathrooms in affordable units must equal the proportion of bathrooms in the market-priced units.
- Units must have air conditioning, enclosed garages, and laundry facilities to the extent market-priced units have those amenities.
- The mix of product types of reserved units shall reflect the overall mix of market-rate product types provided in the project.
- Affordable units must be dispersed throughout the project site rather than concentrated in one portion of the development. The comparability requirements for the required inclusionary units are consistent with design requirements applied to market-rate units. Developers are not required to provide additional external or internal design features or upgrades or amenities in the inclusionary units that exceed the City's standard design requirements for adequate housing. The "average number of bedrooms requirement" (up to a limit of 3 bedrooms) is intended to provide affordable housing to meet the demographic needs of the city while limiting developer cost to provide excessively large comparable units. For example, about 46 percent of households in Livermore have three or more people.

Consistent with a variety of State initiatives regarding smart growth and climate change, the comparability requirements are intended to ensure that affordable housing units are not segregated within residential neighborhoods or congregated in areas isolated from existing community services. Combined with the on-site requirement, the comparability requirement gives residents living in affordable housing units the same access to amenities, such as community parks, as market-rate units in the development. The City does allow variation in housing types, provided that the project does not compromise the intent of the ordinance—to blend, not segregate affordable units within neighborhoods and to provide affordable housing comparable in quality to market-rate housing. A potential construction impact of the comparability requirement is cost, when compared to the reduced cost of providing smaller affordable units with less amenities than market-rate units.

Affordability Terms/Restrictions

The Inclusionary Ordinance contains affordability restrictions to ensure that the affordable units remain as such. These restrictions are implemented through a Low-Income Housing Agreement, which identifies the specific units that will be affordable and the sales price of the units. It also reiterates the provisions and stipulations of the ordinance. Developers cannot proceed until an agreement is reached. Specific affordability restrictions in the Inclusionary Ordinance and implemented by the Low-Income Housing Agreement include:

- **55-year Restriction**: The ordinance ensures the affordability of the reserved units by requiring a 55-year deed restriction for either rental or for-sale housing. The 55-year restriction, however, is a *minimum* requirement of the ordinance and, in an effort to preserve affordability to the greatest extent possible, the City strives to apply deed restrictions for more than the minimum (up to 99 years for rental projects). However, the City may negotiate a reduction in the minimum requirement if some of the for-sale units are reserved for very-low-income households.
- **For-Sale Units:** For-sale units are encumbered with a silent second mortgage for the difference in value between the affordable price and the initial market rate sales price for comparable units. If a buyer resells the reserved unit within the restricted time period for a price in excess of the current affordable purchase price, the second mortgage must be repaid to the City for use in affordable housing programs. Additionally, the owner must live in the affordable unit.
- **Rental Units**: The affordability of rental units in a complex is preserved through a deed restriction, as outlined above, as well as a regulatory agreement that outlines the terms and conditions placed on the reserved units, such as term of affordability and maximum affordable rents to be charged based on the established household income limits. Additionally, the complex must be managed by a management company experienced in affordable housing and market available units through accessible and inclusive processes approved by the City.
- **Enforcement:** Through the various agreements, the City ensures that parties in violation of the affordable housing restrictions—such as by selling or renting an affordable unit at a price or rent exceeding the maximum allowed or to an ineligible household—are subject to various penalties, which may include fines, payment of rents, or exercise of options to purchase the affordable units by the City.

Available Resources to Offset Potential Costs

The City offers programs to assist developers of affordable or special needs housing pay impact fees. The City regularly defers city sewer, storm drain, and water connection fees. In addition, Tri-Valley Transportation Council elected to waive its impact fees for affordable housing altogether in 2015. As part of this program, the City will also work with other local and regional agencies, for which the City collects fees, to explore similar deferral programs for their development impact fees (see Program 3.2.3, Partner with Affordable Housing and Service Providers).

Existing regulatory incentives that the City utilizes to offset development costs include:

- Waiving the Tri-Valley Transportation Development fee for affordable and/or inclusionary housing projects.
- Waiving impact fees for accessory dwelling units less than 750 square feet in size.
- Waiving Parks Facility Fee for accessory dwelling units as well as certain health facilities, such as assisted living, convalescent care, and skilled nursing facilities.
- Allowing the payment of some development fees until occupancy or over time.
- Providing fee credits for existing conditions to residential developers who are building on existing sites.
- Waiving the Art in Public Places Fee for affordable housing projects

To further offset potential constraints, developers may use affordable units achieved via the Inclusionary Ordinance provisions toward meeting State density bonus provisions and City incentives.

Short-Term Rental Regulations

The City updated its short-term rental (STR) regulations in 2020 in Chapter 5.90 of the Municipal Code. Short-term rentals are allowed in residential districts and are not allowed in accessory dwelling units. No more than one short-term rental may be operated at a single location. The property owner is required to obtain an STR license from the City. Only one permit may be held per owner at a time. Short-term rental permits do not run with the land. The updates to the STR regulations are recent and balance the housing needs of long-term residents with options for property owners to have a short-term rental. The City will continue to monitor the impacts of STRs on long-term housing options.

PROVISIONS FOR A VARIETY OF HOUSING

Housing element law specifies that jurisdictions must identify adequate sites, to be made available through appropriate zoning and development standards, to encourage the development of various types of housing for all economic segments of the population. This includes single-family housing, multifamily housing, factory-built housing, mobile homes, housing for the disabled, emergency shelters, transitional housing, and others. Table 3-5 summarizes housing types permitted in the Development Code with a required permit. The following Table 3-6 summarizes housing types permitted in the Specific Plans with a required permit.

Livermore offers a diversity of housing types for all economic segments of the community as well as the more vulnerable members of the community, including those earning lower incomes, seniors, disabled persons, students, the homeless, and others.

Table 3-5: Housing Types Permitted by Development Code Zone																						
Land Use	*Transect Zones*						*Non-Transect Zones*															
	T3N	*T4N*	*T4N -O*	*T4MS -O*	*T4 MS*	*NMU*	*RR*	*RS*	*RL*	*MFR*	*RG*	*CS*	*CNB*	*CO*	*CP*	*I-1*	*I-2*	*E*	*PD-AG*	*SLV-AG*	*OS-A/ OS-R*	*OS-F*
Residential Uses																						
Dwelling: Carriage House	P	-	-	-	-	Regulated by a mix of the other Transect Zones[5]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dwelling: Accessory Dwelling Unit	P	P	P	P	P		P	P	P	P	-	-	-	C	C	-	-	P	-	C	P	-
Dwelling: Junior Accessory Dwelling Unit	P	P	P	P	P		P	P	P	P	-	-	-	C	C	-	-	P	-	-	P	-
Dwelling: Single Room Occupancy	P	P	P	P	P		P	P	P	P	P	-	-	C	C	-	-	-	-	-	-	-
Dwelling: Single family	P	P[1]	P[1]	-	-		P	P	P	-	P	-	-	C	C	-	-	P[2]	P	P	P	C
Dwelling: Mobile home/manufactured housing	P	P[1]	P[1]	-	-		P	P	P	-	P	-	-	C	C	-	-	P[2]	-	-	P	C
Dwelling: Duplex	P[1]	P	P	-	-		-	C[1]	P[1]	P	P	-	-	C	C			-	-	-	-	-
Townhouse	-	P	P	-	-		-	C[1]	-	-	-	-	-	C	C	-	-	-	-	-	-	
Bungalow Court/ Fourplex/Sixplex/ Courtyard Apt	-	P	P	-	-		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-
Multi-family	-	-	-	-	-		-	-	P[1]	P	P	-	-	C	C	-	-	-	-	-	-	-
Mixed-Use, residential component	-	-	P	P	P		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mobile home parks	-	-	-	-	-		-	-	-	C	C	-	-	C	C	-	-	-	-	-	-	-
Home Occupation	H	H	H	H	H		H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
Residential Accessory Use or Structure	P	P	P	P	P		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Child Day Care Facility (small)	P	P	P	P	P		P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-
Child Day Care Facility (large)	Z	Z	Z	Z	Z		Z	Z	Z	Z	Z	-	-	-	-	-	-	-	-	-	-	-
Child Day Care Facility (family)	C	C	C	C	C		C	C	C	C	C	C	P	P	P	P	P	P	-	-	-	-

Table 3-5: Housing Types Permitted by Development Code Zone

Land Use	Transect Zones						Non-Transect Zones															
	T3N	T4N	T4N -O	T4MS -O	T4 MS	NMU	RR	RS	RL	MFR	RG	CS	CNB	CO	CP	I-1	I-2	E	PD-AG	SLV-AG	OS-A/ OS-R	OS-F
Live/Work	-	-	P	P	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Caretaker Residence	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-
Special Needs Housing																						
Health Facility (≤6 beds)	P	P	P	P	P	Regulated by a mix of the other Transect Zones[5]	P	P	P	P	P	-	-	-	P	-	-	-	-	-	P	-
Health Facility (>6 beds)	C	C	C	C	C		-	C	C	P	C	C	-	C	C			C	-	-	C	-
Emergency Shelters[3]	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	-	-	P	P
Transitional/ Supportive Housing[4]	P	P	P	P	P		P	P	P	P	P	-	-	C	C	-	-	-	-	-	-	-
Farm worker (Employee) Housing	-	-	-	-	-		P	-	-	-	-	-	-	-	P	-	-	-	P	-	C	-
Low Barrier Navigation Center	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

[1]. Permitted only if legally existing at time of Code adoption, 5/01/10.

[2]. Accessory to a permitted use.

[3]. Subject to the provisions of Livermore Development Code Section 6.03.060.

[4]. Pursuant to SB 2, the City's updated Development Code allows transitional and supportive housing as a residential use in all Transect zones subject to the same permit requirements of a residential use in the same zone. Definition of transitional housing includes supportive housing, shelter housing, and single room occupancy hotels and shelter housing.

[5]. The NMU zone is regulated by using a required mix of the T4 Main Street, T4 Main Street-Open, T4 Neighborhood, and T4 Neighborhood-Open transect zones. The T4 Neighborhood zone must comprise between 25 to 80 percent of a planning site; the T4 Neighborhood-Open zone may comprise up to 50 percent of the planning site; the T4 Main Street Open zone must comprise between 10 to 50 percent of the planning site; and the T4 Main Street zone must comprise between 10 to 20 percent of the planning site.

Table 3-6: Housing Types Permitted by Specific Plan Zone												
Land Use	*Downtown Specific Plan*								*Isabel Neighborhood Specific Plan*			
	Core Subarea [1]	*Core Subarea [2]*	*Core Subarea [3]*	*Core Subarea [1,4]*	*DTG*	*DBG*	*DNSS*	*DNNS*	*Transition*	*Village*	*Center*	*Core*
Residential Uses												
Accessory Dwelling Unit	P[2]	P	P	-	P	P	P	P	P	P	P	P
Junior Accessory Dwelling Unit	P[2]	P	P	-	P	P	P	P	P	P	P	P
Single Room Occupancy	P[2]	P	P	-	P	P	P	P	P	P	P	P
Detached Single-Family	-	-	-	-	CUP	CUP[3]	P	P	-	-	-	-
Attached Single-Family	P[2]	P	P	-	P	P	P	P	P	P	P	P
Mobile home/ manufactured housing	P[2]	P	P	-	P	P	P	P	P	P	P	P
Multi-family	P[2]	P	P	P	P	P	P	P	P	P	P	P
Mixed-Use, residential component	P[2]	P	P	P	P	P	P	P	P	P	P	P
Mobile home parks	-	-	-	-	-	-	-	-	-	-	-	-
Home Occupation	-	-	-	-	-	-	-	-	P	P	P	P
Residential Accessory Use or Structure	-	-	-	-	-	-	-	-	P	P	P	P
Child Day Care Facility (small)	-	CUP	CUP	-	-	-	-	-	P	P	P	P
Child Day Care Facility (large)	-	CUP	CUP	-	-	-	-	-	Z	-	-	-
Live/Work	-	P	P	-	CUP	CUP	P[4]	P[5]	P	P	P	P

Table 3-6: Housing Types Permitted by Specific Plan Zone												
Land Use	*Downtown Specific Plan*								*Isabel Neighborhood Specific Plan*			
	Core Subarea [1]	*Core Subarea [2]*	*Core Subarea [3]*	*Core Subarea [1,4]*	*DTG*	*DBG*	*DNSS*	*DNNS*	*Transition*	*Village*	*Center*	*Core*
Special Needs Housing												
Health Facility (≤6 beds)	-	CUP	CUP	-	CUP	CUP	CUP	CUP	P	P	P	P
Health Facility (>6 beds)	-	CUP	CUP	-	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Emergency Shelters	-	-	-	-	-	-	-	-	P	P	P	P
Transitional/ Supportive Housing[6]	P[2]	P	P	-	P	P	P	P	P	P	P	P
Farm worker (Employee) Housing	-	-	-	-	-	-	-	-	-	-	-	-
Low Barrier Navigation Center	-	-	-	-	-	-	-	-	-	-	-	-

Notes: P = Permitted, Z = Zoning Use Permit, CUP = Conditional Use Permit

[1]. Special Condition Subdistrict

[2]. Allowed on upper floors.

[3]. No CUP required in Transition Zone.

[4]. Allowed west of Livermore Avenue if pre-existing upon adoption of the Specific Plan. This use requires a CUP if not already existing.

[5]. Allowed when related to arts, crafts and artisan type uses, including walk-in trade in the area bounded by Railroad Avenue (south), L Street (west), Railroad Right of Way (north) and South Livermore Avenue (east). If these conditions don't apply, a CUP is required.

[6]. Pursuant to SB 2, the City's updated Development Code allows transitional and supportive housing as a residential use in all Transect zones subject to the same permit requirements of a residential use in the same zone.

Multifamily Units

The Development Code permits multifamily housing in the Multiple Family Residential (MFR) and Suburban Multiple Residential (RG) zones by right. Additionally, duplexes and townhouses are permitted by right in T4N and T4N-O Neighborhood Transect zones. In these districts, densities range from 6 units per acre to 22 units per acre. All five plan areas in the Downtown Specific Plan permit multifamily at density ranges starting at 15 units per acre up to 55 units per acre.

Approximately 20 percent of the Livermore housing stock consists of multifamily residences (see Table 2-30). Due to the residential infill policies adopted as part of the 2003 General Plan, as well as the focus to revitalize the Downtown Area and provide higher density residential there to support revitalization, the development trend has continued to be away from single-family development. Livermore has seen more applications and approvals for multifamily attached housing on infill sites and in the Downtown area. Most of these infill projects have resulted from the policy changes and increased residential densities permitted with adoption of the 2003 General Plan and Downtown Specific Plan.

Licensed Care Facilities

The Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code Sections 5115 and 5116) declares that persons with mental and physical disabilities are entitled to live in normal residential surroundings. The use of property for the care of six or fewer persons with disabilities is a residential use for the purpose of zoning. State-authorized, -certified, or -licensed family care home, foster home, or group home serving six or fewer persons with disabilities or dependent and neglected children on a 24-hour-a-day basis is considered a residential use that is permitted in all residential zones. No local agency can impose stricter zoning or building and safety standards on these homes than otherwise required for homes in the same district.

Per State law, the Livermore Development Code permits licensed residential or community care facilities with six or fewer beds in all residential zones. They are defined as health facilities in Livermore.[23] Community care facilities for seven or more residents are permitted in the MFR zone by right and permitted with a conditional use approval in an additional 23 zones (see Tables 3-5 and 3-6, above). A total of 43 care facilities are in Livermore (see Table 2-24).

Accessory Dwelling Units

Accessory dwelling units (ADUs) provide an affordable rental housing opportunity for low-income and special needs population groups, such as the elderly, because they are small. Housing costs typically increase with square footage, so smaller units are considered "affordable by design." JADUs, or junior accessory dwelling units, are accessory units entirely enclosed within the primary structure.

The Livermore Development Code allows ADUs in every residential zoning district and in most nonresidential districts that allow single-family or multifamily dwellings. Unit size is dependent on the size of the lot and primary dwelling as well as the underlying zoning standards on lot coverage and floor area ratio (FAR), up to a maximum of 1,200 square feet. ADUs cannot be sold but may be rented. For these reasons, ADUs provide an opportunity for the development

[23] The Development Code defines "health facility" as residential and community care facilities for the elderly, alcoholism recovery, and homes for mentally disordered, handicapped, or dependent and neglected children.

of relatively small and affordable rental units for low- and moderate-income individuals and families, seniors, and disabled persons.

Many of the ADU units are garage conversions, which limits maximum size. The City waives some fees for ADUs and regularly responds to inquiries from homeowners interested in building ADUs. Program 1.2.4 is proposed to allow ADUs in all zones that allow single-family or multifamily residential uses, to continue to update the City's ADU regulations when state law changes, and to promote ADUs as a housing option to homeowners.

Mobile/Manufactured Homes

Mobile homes and manufactured homes offer an affordable housing option to many low- and moderate-income households. Mobile homes and manufactured housing are defined in the Development Code as single-family dwellings and are permitted in all residential zoning districts in Livermore. In addition, the Development Code permits mobile home parks in the MFR and RG, subject to a Conditional Use Permit, as well as in some PD districts.

Manufactured homes are reviewed for building permit issuance in the same manner as single-family homes; the City does not impose any additional design standards or requirements. According to the California Department of Finance, 542 manufactured or mobile homes were located in the city in 2020 (see Table 2-30). The City has not processed any conversions of mobile home parks over the last two Housing Element cycles. The City's Building Division has not issued a permit for manufactured single-family units since 2016 when two units were approved. The City receives one or two permits for manufactured ADUs annually.

Farmworker Housing

The City's agricultural uses, especially vineyards, may use seasonal labor. ABAG estimates that there were 314 agriculture jobs in Livermore in 2019 (see Table 2-9). Although ABAG indicates a low number of agricultural jobs in Livermore, there is potential demand for seasonal farm worker housing because Livermore is surrounded by agricultural land. By the nature of the profession, it is difficult to determine the number of seasonal farm laborers that may be working in the agricultural areas surrounding the city.

In anticipation of this potential need, the Livermore Development Code makes provisions to allow farm labor housing in districts that permit agricultural uses, such as the Rural Residential (R-R) and Open Space (OS-A & OS-R) Districts, and in the South Livermore Specific Plan areas. The Planned Development - Agricultural District (PD-AG), the Planned Development – South Livermore Valley Specific Plan Area (PD-SLVSP), and the South Livermore Valley – Agricultural Zone (SLV-AG) all permit the provision of caretakers' residences, which are defined as temporary modular dwellings for persons employed in the agricultural use of the property and the families of those persons, and/or living quarters for farm workers when necessary for on-site farming operations. Program 1.3.4 is proposed to review and revise the City's Development Code for full compliance with the Employee Housing Act, which addresses farmworker and other employee housing.

Emergency Shelters, SROs, and Transitional and Supportive Housing

State law requires that a jurisdiction specify the zoning district(s) where emergency shelters for the homeless (including lower barrier navigation centers), single-room occupancy units (SRO), and transitional and supportive housing facilities are permitted. The definition of "transitional housing" in Chapter 11 of the City's Development Code includes supportive housing, SRO hotels, and shelter housing.

Transitional and supportive housing is permitted in residential non-Transect zoning districts (R-R, R-S, R-L, R-G. and MFR) by right, and similar to other residential uses, with a conditional use permit in the CO and CP districts. In the Transect zones, a variety of residential use types are allowed by right. Pursuant to SB 2, the City's Development Code allows transitional and supportive housing as a residential use in all Transect zones subject to the same permit requirements of a residential use in the same zone.

Consistent with State law, the City has identified at least one zoning district where emergency shelters are explicitly permitted. Emergency shelters are permitted by right in any non-Transect zoning district subject to the provisions of Section 6.03.060 of the Development Code (see Table 3-5). All non-Transect zoning districts include residential and nonresidential zones. Together, non-Transect zones include approximately 129 acres of vacant land (not including vacant land part of a Planned Development or a Neighborhood Plan) on nine sites that range from 7,000 square feet to greater than 5,000,000 square feet.

The emergency shelter standards in Section 6.03.060 are:

- On-site management and on-site security shall be provided during hours when the emergency shelter is in operation.
- Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed downward, and shielded so as not to produce off-site glare.
- The development may provide one or more of the following specific common facilities for the exclusive use of the residents and staff:
  - Central cooking and dining room(s)
  - Recreation room
  - Counseling center
  - Child day care facilities
  - Other support services
- Parking and outdoor facilities shall be designed to provide security for residents, visitors, employees, and the surrounding area.
- The agency or organization operating the shelter shall comply with the following requirements:
  - Temporary shelter shall be available to residents for no more than six months.
  - Staff and services shall be provided to assist residents in obtaining permanent shelter and income.

- The provider shall have a written management plan including, as applicable, provisions for staff training; neighborhood outreach; security; screening of residents to ensure compatibility with services provided at the facility; and training, counseling, and treatment programs for residents.

- No emergency shelter shall be located within 300 feet of another emergency shelter site.
- The facility shall be in, and shall maintain at all times, good standing with City and/or State licenses, if required by these agencies for the owner(s), operator(s), and/or staff of the proposed facility.
- Emergency shelters in residential districts, when not developed in an individual dwelling unit format, shall not be subject to the underlying zone's maximum unit density standard, but the number of beds shall be limited to three times the maximum number of dwelling units which would otherwise be permitted.

Program 3.3.3 is proposed to review the above standards for compliance with current state law and amend the standards if needed to comply with current state law.

The Alameda Countywide Homeless Count and Survey Report[24] estimates there were 8,022 persons in 7,661 households experiencing homelessness in Alameda County. There was an estimated homeless population of 264 people in the Livermore in 2019. Homeless services available in Livermore are outlined in Table 2-27 and include transitional housing; permanent supportive housing; and three permanent, year-round, shelters—Tri-Valley Haven Sojourner House, Shiloh House, and Shepherd's Gate. The City also has a temporary emergency shelter, the Livermore Homeless Refuge, which operates under a temporary use permit (nondiscretionary) in the winter months. Existing shelters provide approximately 146 beds for the homeless.[25] While many shelters target families and women with children, the Livermore Homeless Refuge has an established winter shelter program that serves single males.

To address homelessness in Livermore, the City has included Program 3.3.2 (Rental Assistance), which seeks additional Section 8 vouchers and funding for rental housing, and Program 3.3.3 (Homelessness Prevention), which includes the AC Impact program that assists homeless persons not traditionally served by emergency or transitional shelters. While continuing to support existing emergency (temporary) shelters, the City is focused on long-term solutions to homelessness and reducing overall need for these types of shelters. By working with local groups and identifying funds for rental assistance, the goal is to place more individuals in permanent housing instead of temporary shelters.

DENSITY BONUS

In accordance with State law, the City provides density bonuses to qualified new housing projects as detailed in 6.02.030 of the Development Code. The State's density bonus law (Government Code sections 65915–65918) offers a maximum bonus of up to 50 percent and requires local governments to grant additional incentives and/or concessions and grant bonuses for land donation. The City's Density Bonus regulations were last updated in 2019.

[24] Focus Strategies, Alameda Countywide Homeless Count and Survey Report, 2019.
[25] City of Livermore, Council Minutes, Feb 10, 2014.

Program 3.1.2 is included to update the City's Density Bonus regulations for consistency with current state law.

DEVELOPMENT REVIEW PROCESS

The City's Community Development Department is responsible for performing development review to implement policies that direct the physical development of the city. Policy implementation and project analysis include establishing conformance to local goals for development, adopted growth management goals, open space and agricultural preservation, and identifying environmental consequences.

The development review process has potential to add time and uncertainty to projects, which can increase costs above direct expenses related to design and construction. However, the City has added certainty to the development review process by providing: opportunities for comprehensive pre-application meetings, adopted Design Standards and Guidelines, and in some cases, simultaneous development review and review of construction permits. Project applicants may request and attend Advance Team meetings that provide real time, comprehensive feedback from all City departments before submitting formal development applications. The City's adopted Design Standards and Guidelines provide clear written and illustrative examples of site design components and architectural features that are required and/or recommended. Increasing certainty in the Development Review process often results in shorter review times and lower indirect costs for applicants. The City has reviewed and issued grading permits in advance of final subdivision map approval in order to accommodate aggressive construction schedules. The following sections describe the process.

Streamlined Development Review

The City has worked to streamline the development review process to minimize costs associated with delay (initially borne by developers but ultimately consumers); ensure development complies with City goals and standards; and provide enough time for the public and decision-makers to provide input.

Tables 3-7 and 3-8 summarize approximate time frames for various approval processes that apply to residential projects of varying sizes and types. Environmental analysis, including environmental impact reports and negative declarations, is processed concurrently with other development applications.

The estimated time frame to process projects of five or more units and/or that require tentative map review (either parcel or tract) can range from 6 to 18 months (including final map review and building permit plan check), depending on the complexity and size of the project. Smaller projects (4 units or less) are processed the most expeditiously, typically in under six months. They usually can be reviewed administratively by staff, reducing the planning entitlement time frame by three to four months compared to larger projects. If proposed in a developed area with existing infrastructure, they can also be processed with a parcel map waiver, further reducing the processing time. Applications for building permits are usually submitted within one year after a project is fully entitled. The City has not received any requests to develop below identified minimum densities for sites on the existing sites inventory. However, the City has had projects that developed with fewer overall units than identified in the sites inventory. The City went through a no net loss review process with HCD in 2020 and they determined the City still had plenty of sites to accommodate RHNA.

The Design Review process established for the Downtown Area permits larger projects (up to and including 39 units) to be reviewed administratively by staff, provided they are not proposing a new parcel or tract map.

Table 3-7: Development Review Time Frames: General Plan Areas (outside Downtown Specific Plan)

Permit/Approval Type	*Application Review*	*Planning*[1]	*Final Map Review*	*Building Permits*	*Total*[2]
1 single-family unit/1 lot	n/a	n/a	n/a	4-6 wks.	4-6 wks.
2-4 units, single- or multifamily	Up to 30 days	2-3 mos.	n/a	4-6 wks.	3-4½ mos.
w/ parcel map waiver	Up to 30 days	2-3 mos.	n/a	4-6 wks.	3-4½ mos.
w/ parcel map	Up to 30 days	2½-3 mos.	3-5 mos.	4-6 wks.	6½-9½ mos.
5+ units, single- or multifamily	Up to 30 days	5-7 mos.	n/a	4-6 wks.	6-8½ mos.
w/ parcel map waiver	Up to 30 days	5-7 mos.	n/a	4-6 wks.	6-8½ mos.
w/ parcel map	Up to 30 days	6½-8 mos.	3-5 mos.	4-6 wks.	10½-14½ mos.
w/ tract map	Up to 30 days	8½-11 mos.	4-6 mos.	6-8 wks.	14-19 mos.

[1] *The Design Review/ Site Plan process is part of the Planning review and integrated into this timeline.*

[2] *Estimated planning entitlement time frames are best case scenario based upon a deemed "complete" application/submittal package during the application review period as well as consistency with city development regulations. Incomplete, inconsistent and/or complex residential projects may warrant additional processing time.*
Source: City of Livermore, 2014. Confirmed 2021.

Table 3-8: Development Review Time Frames: Downtown Specific Plan Areas					
Permit/Approval Type	***Application Review***	***Planning[1]***	***Final Map Review***	***Building Permits***	***Total***
1 single-family unit/1 lot	n/a	2-6 wks.	n/a	4-6 wks.	1½-3 mos.
39 or less units	Up to 30 days	2-3½ mos.	n/a	4-6 wks.	3-5 mos.
w/ parcel map waiver	Up to 30 days	2-3½ mos.	n/a	4-6 wks.	3-5 mos.
w/ parcel map	Up to 30 days	2½-4 mos.	3-5 mos.	4-6 wks.	6½-10½ mos.
w/ tract map	Up to 30 days	5-7 mos.	4-6 mos.	4-6 wks.	10-14½ mos.
40 or more units	Up to 30 days	3½-4 mos.	n/a	6-8 wks.	5-6 mos.
parcel map waiver	Up to 30 days	3½-4 mos.	n/a	6-8 wks.	5-6 mos.
w/ parcel map	Up to 30 days	3½-4 mos.	3-5 mos.	6-8 wks.	8-11 mos.
w/ tract map	Up to 30 days	5½-7 mos.	4-6 mos.	6-8 wks.	11-15 mos.

[1]. *The Design Review/ Site Plan process is part of the Planning review and integrated into this timeline.*

Source: City of Livermore, 2014. Confirmed 2021.

The City will comply with SB 330 (Government Code Section 65589.5), relying on regulations for processing preliminary applications for housing development projects, conducting no more than five hearings for housing projects that comply with objective General Plan and development standards, and making a decision on a residential project within 90 days after certification of an environmental impact report or 60 days after adoption of a mitigated negative declaration or an environment report for an affordable housing project. The City is proposing Program 3.2.3 to establish a process in compliance with SB 35 to streamline review of eligible affordable housing projects.

Design Standards and Guidelines

City staff evaluates proposed residential development projects against Residential Design Standards and Guidelines (2004). The Design Guidelines are used to promote high quality architecture and encourage the compatibility of residential development with the surroundings. The Design Guidelines are flexible and encourage housing that uses a variety of materials, drought tolerant plants, and energy efficient designs. The guidelines also emphasize pedestrian-oriented environments.

The City's implementation of the Design Guidelines has worked to mitigate the visual impacts of higher density affordable projects, which has led to greater community support for affordable housing than in many other cities. The Design Guidelines do not require specific architecture, site design, or materials that add substantial cost or hinder the production of affordable housing.

Fees and Exactions

The City collects fees and exactions from developments to cover the costs of processing permits and providing the necessary services and infrastructure related to new development (see discussion on Public Improvements below). The passage of Proposition 13 in 1978, which capped property tax revenue, along with subsequent tax revenue shifts away from cities during the early 1990's, have eroded the ability of local government entities to finance public improvements to accommodate new development with general funds. Development impact

fees related to public improvements (such as storm drainage, sewer, water, parks, and traffic) ensure that infrastructure has adequate capacity to accommodate new residential development, as discussed further under "Site Improvements" below. Similarly, the City's affordable housing fees contribute to the production of affordable housing and its long-term availability, despite fluctuating economic and market conditions.

Planning fees are calculated based on the average cost of processing a particular type of case and are charged at the time an application for development is received. Development impact fees are collected as part of the building permit issuance process and are typically based on the project type and square footage. Table 3-9 lists the planning, development, and other fees charged for residential development.

There are some fees associated with residential development listed in Table 3-9 that the City does not control. For example, the Tri-Valley Transportation Development Fee is used to finance transportation improvement projects needed to accommodate new development and reduce traffic-related impacts in the Tri-Valley Development Area, including Livermore. The Tri-Valley Transportation Commission (TVTC) is a Joint Powers Agreement consisting of one representative of each of the following entities: Alameda County, Contra Costa County, Cities of Dublin, Livermore, Pleasanton, San Ramon, and the Town of Danville. The TVTC periodically evaluates the impacts of projected land uses on regional transportation infrastructure in the Tri-Valley area and establishes a cost nexus between land use projections and impacts to the regional transportation infrastructure.

Potential Impacts on Cost and Supply of Housing

The potential impact of development fees on the overall cost and supply of housing, particularly of affordable housing, rests on a variety of factors. As described in "Market Constraints," in addition to fees, other factors contributing to housing cost and production include the cost of land, labor, materials, and financing as well as the availability of financing. While impact fees add to the overall cost to produce housing, it has not been shown that a reduction in impact fees decreases the cost to the home purchaser or increases the production of affordable housing in a community. In other words, a reduction in fees would reduce costs to developers, but it does not guarantee that this cost savings would be passed on to the consumer.

The City uses various practices and procedures to offset the potential negative effects that development impact fees may have on housing development and cost. These include:

- Residential development projects involving multiple planning applications can have their planning fees reduced by 10 percent.
- The City also provides incentives and planning assistance for developers of affordable or special needs housing, including reduced fees, exemption from growth management programs, shorter review timelines, and pre-application meetings. Fees for affordable housing projects are often paid with City affordable housing funds.
- The City waives the Transferable Development Credit Fee for affordable housing units identified in residential developments.
- Developers may amortize the payment of development fees over time to meet affordable housing goals.

- The City provides fee credits to residential developers who are building on existing infill sites. The amount of credit given to a particular fee is based upon existing conditions and improvements on or to the site, such as utility connections and building square footage. The previous use of the site is also considered in determining whether traffic impact fee credits are warranted.
- Below market rate housing is exempt from the Art in Public Place Fee

Table 3-9: Planning and Development Fees						
Development Fees	***Fee Charged***					
Planning Entitlements[1]						
Site Plan Design Review – Public Hearing (non-res + res. of 5+ units)	$26,897					
Site Plan Design Review – Staff Level (res. < 4 units)	$15,174					
Downtown Design Review – Planning Commission	$9,505 - $10,915					
Downtown Design Review – Staff Level	$944 - $7,824					
Parcel Map Waiver	$6,099 ($5,252 staff level)					
Parcel Map Check	$9,653 up to 10 lots + $122/add. lot					
Tentative Tract Map[2]	$19,038 + $99 per unit/lot					
Planned Development Fee	$10,955-$12,128					
Environmental Review Fees						
CEQA Negative Declaration	$6,059					
CEQA EIR – Set-up, RFP	$8,807					
CEQA EIR – Deposit 20% contract amount to City	$123,726					
Building Permits	**Fees Vary According to Valuation**					
Public Services/Public Works	**Single Family**	**Multifamily**				
Water Connection (City Fee)[3]	$4,839/unit	depends on required meter size				
Storm Drainage (City Fee)	$0.49/sq ft impervious surface	$0.49/sq impervious surface				
Tri-Valley Transportation Development Fee (Regional Fee)[4]	$5,057/unit	$3,484/unit				
In-lieu Low Income Housing Fee[5]	$39.34/SF for all residential housing developments 10 units or less. Projects more than 10 units are subject to must-build requirement of ordinance.[6]					
Social and Human Service Facility Fee	$1,415 – 1,677/unit	$1,298/unit				
Art in Public Places[7]	0.33% total project valuation	0.33% total project valuation				
	Single Family	**Multi-Family**				
		Studio	**1 bdrm**	**2 bdrm**	**3 bdrm**	**4 bdrm**
Park Facilities Fee	$21,155/unit	$11,215 /unit	$12,552 /unit	$16,221 /unit	$18,406 /unit	$21,155 /unit
Wastewater Connection Fee	$7,219/unit	$3,810 /unit	$4,292 /unit	$5,535 /unit	$6,297 /unit	$7,220 /unit
Traffic Impact Fee (Downtown only)	n/a	$3,017 /unit	$3,378 /unit	$4,365 /unit	$5,104 /unit	$5,104 /unit
Traffic Impact Fee (Citywide except Downtown)	$10,546/unit	$4,915 /unit	$5,502 /unit	$7,110 /unit	$8,314 /unit	$8,314 /unit

Table 3-9: Planning and Development Fees	
Development Fees	***Fee Charged***
General Plan Cost Recovery	$0.39/sq ft
DSP Cost Recovery (only if located in downtown)	$0.31/sq ft

[1]. Applications involving multiple entitlements can be reduced by 10%.
[2]. Base fee plus $99 per unit/lot.
[3]. Areas within Cal Water Service Area, Greenville/Vasco Assessment District, or Triad Park do not pay a City water connection fee.
[4]. Affordable and/or inclusionary housing exempt from Tri-Valley Transportation Development (TVTD) Fee. The TVTD Fee is a fee collected to fund regional transportation improvements, while the City's Traffic Impact Fee is to fund transportation projects within Livermore.
[5]. See discussion of Inclusionary Housing Ordinance and alternative compliance.
[6]. Rental projects 10 units or less are exempt from In-Lieu. Effective 7/28/21, on-site requirement applies for 11+ unit projects.
[7] Residential projects of 4 or more units.
Source: Community Development Department Development Fees, City of Livermore, Effective July 1st, 2021

Impacts by Housing Type

Table 3-10 provides a hypothetical comparison between fees charged to develop a single-family detached dwelling and an 8-unit rental apartment building. Fees for multi-family for-sale projects are lower than single-family attached or detached projects, with the greatest difference in fees issued at a "per unit" or "per square foot" rate, such as the storm drainage fee. Table 3-11 compares the fees for each example project to the total development cost. Programs 3.2.1 and 3.2.5 are proposed to reduce governmental constraints to projects with an affordable component by: exploring additional funding sources for affordable housing, providing subsidies to affordable housing projects, allowing developers to amortize payment of fees over time, and meeting with developers to discuss other incentives for the provision of affordable housing.

It should be noted that the per-unit totals shown by housing type do not include fees charged by other government agencies such as the school district or county or state fees. Other agency fees can add approximately $15,000 to $30,000 dollars to the per-unit cost, depending on the type and size of the proposed units and the amount of existing or added impervious surface area. In addition, the per unit costs shown for each development scenario do not reflect fee credits that may be applicable to the site or project based upon existing improvements such as existing utility connections and/or existing impervious surface area (i.e. existing paving and buildings).

Table 3-10: Fee Comparison: Single Family vs. Multifamily Rental Units

Type of City Fees	*1 Single-Family Dwelling*	*8-Unit Apartment Building*
Building	$4,778	$16,500
City Storm[1]	$1,715	$5,336
Sanitary Sewer	$7,220	$5,535
Park Fee (add footnote that assumes multifamily units are 2-bedroom)	$21,155	$16,221
City Water Connection [2]	$4,839	$24,196
Traffic Impact (add footnote that assumes multifamily units are 2-bedroom)	$10,546	$7,110
In-Lieu Low Income Housing[3]	$79,880	$0
Tri-Valley Transportation Fee (add footnote that $.39/sf and assumes 2,000 sf home)	$5,057	$3,484
General Plan Cost Recovery Fee (add footnote that fee is $.39/sf and assumes 2,000 sf home)	$780	$312
Art in Public Place Fee	$0	Doesn't apply to below market rate housing
Social & Human Services Facility Fee	$1,677	$1,298
Total Fee per Unit	**$137,647**	**$79,992**

[1] $0.49 per sq. ft. of imperious surface @ 50% lot coverage: Single Family 7,000 sq. ft. lot, Multi-Family. 5 acre. Assumes multi-family units are 2-bedroom.
[2] Single Family home = 5/8" meter, Townhome = 1-1/2" meter, Apartment = 2" meter
[3] $39.94 per sq. ft. Assumed single family dwelling is 2,000 sq. ft. Rental projects with 10 or less units currently exempt from Fee. Assumed Apartments are rentals
Source: City of Livermore Development Fee Sheet, January 1st, 2022.

Table 3-11: Proportion of Fees of Total Development Cost		
	Single-Family	***Multi-Family***
Total Estimated Fees Per Unit	$137,647	$9,999
Estimated Development Cost per Unit	$415,545	$213,931
Estimated Proportion of Fee Cost to Overall Development Cost Per Unit	33.1%	4.7%

Assumptions: Single-family - 2,000 sq. ft. home with 2 car attached garage, and wood frame construction. References a median vacant lot price of $70,000 ($10/sf for a 7,000 sf lot) and assumes a single-family construction cost of $334,545. Multi-family - Average of information from recent multi-family development projects in Livermore. Assumes 8-unit development on 0.5 acres. Includes land costs and construction costs (land cost of $88, 812 and construction cost of $1,622, 639). Units in the multifamily example project are average of 856 square feet in size.

Source: Craftsman Book Company (www.building-cost.net)and City of Livermore, 2021

BUILDING CODES AND THEIR ENFORCEMENT

Building standards are essential to ensure safe housing, though excessive standards can constrain the development of housing. Building standards in Livermore are regulated under Title 24, the California Building Standards Code, which establishes basic standards and requires inspections at various stages of construction of buildings and homes to ensure code compliance and progress toward "energy conservation, green design, construction and maintenance, fire and life safety, and accessibility." The City most recently adopted the 2019 California Building Standards Code with a small number of additional amendments, as listed in 15.02.030 of the Livermore Municipal Code. The amendments are minor, as is allowed by the state code, and cover building and safety, work exempt from permit, floor and roof design loads, fees, lath and gypsum board inspections, energy efficiency inspections, fire protection systems, fire classification roof coverings, and concrete construction. The City's building code also requires new residential construction to comply with the federal American with Disabilities Act, which regulates accessibility for persons with disabilities. The intent of the codes is to provide structurally sound, safe, and energy-efficient housing and to address housing needs of all residents in the community.

The City's Neighborhood Preservation staff is responsible for enforcing both State and City regulations governing maintenance of all buildings and property. Neighborhood Preservation staff primarily address code enforcement and property maintenance issues, and implement the Neighborhood Nuisance Abatement Program. To facilitate the correction of code violations or deficiencies, Neighborhood Preservation staff refers owners to rehabilitation loan and grant programs offered through the City's Housing and Human Services Division.

The City also coordinates internally between staff from various departments and divisions—including Neighborhood Preservation, Building, the Police Department, and Housing and Human Services—to identify areas with building problems, code enforcement, and other issues and to focus strategies and resources into targeted neighborhood revitalization efforts.

The adopted building codes and code enforcement ensure the safety and welfare of residents and do not hinder residential development.

HOUSING FOR PERSONS WITH DISABILITIES

The City actively promotes the development of housing that meets the needs of persons with disabilities, including physical, mental, and cognitive disabilities. The following sections provide an evaluation of the potential for City processes to impede housing opportunities for persons with disabilities.

Reasonable Accommodation Procedures

Pursuant to the Federal Fair Housing Amendments Act of 1988, the California Fair Employment and Housing Act, and the Americans with Disabilities Act (ADA), the City shall provide individuals with disabilities reasonable accommodation in rules, policies, practices, and procedures. A reasonable accommodation is typically an adjustment to physical design standards (e.g. setbacks) to accommodate the placement of wheelchair ramps or other exterior modifications to a dwelling in response to the needs of a disabled resident. Requests for reasonable accommodation in development standards are reviewed and approved at the staff level (Development Code Chapter 9.06). Findings required to grant a reasonable accommodation are:

Findings. The written decision to approve or deny a request for Reasonable Accommodation that will be consistent with the Acts shall be based on consideration of all of the following factors:

- Whether the housing, which is the subject of the request, will be used by an individual defined as disabled under the Acts;
- Whether the request for Reasonable Accommodation is necessary to make specific housing available to an individual with a disability under the Acts;
- Whether the requested Reasonable Accommodation would impose an undue financial or administrative burden on the City;
- Whether the requested Reasonable Accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning;
- Whether there are alternatives to the requested waiver or exception that could provide similar benefits to the applicant with less potential detriment to surrounding owners and occupants or to the general public;
- Physical attributes of the property and structures; and
- Other Reasonable Accommodations that may provide an equivalent level of benefit.

The Community Development Department regularly responds to requests for reasonable accommodation in existing residences through the building permit process and in new residential construction through the development review process (Program 5.1.2). For example, the City approved and participated in the development of the Carmen Avenue apartments, which includes universal design features for accessibility in the units. ECHO Housing has also completed fair housing tests for reasonable accommodations in multifamily rental properties and provides regular training for all landlords on this requirement.

Building Code

The City has adopted the California Building Code, as amended. Chapter 11 of the Building Code provides guidance for accessibility improvements. The City has not adopted any amendments that would impede a person with a disability from improving their home to make it more accessible.

In order to maintain an independent lifestyle, a home may need to be modified to increase accessibility through universal design features. Universal design is also known as "design for all" and "lifespan design." The objective is to improve the accessibility of homes not only for residents of all ages and abilities, but visitors as well. Examples of universal design features include wheelchair ramps.

The City has not adopted an ordinance governing the construction or modification of houses to incorporate universal design, which is intended to allow individuals to remain in their homes as their physical needs and capabilities change. However, the City does encourage the use of universal design, as listed in Program 1.3.2 in Chapter 5.

Zoning and Land-Use Policies and Practices

The City has not identified any zoning or other land-use regulatory practices that could discriminate against persons with disabilities and impede the availability of such housing for these individuals. Examples of the ways in which the City facilitates housing for persons with disabilities through its regulatory and permitting processes are:

- As previously discussed under "Licensed Care Facilities," the City's Development Code provides for the development of group care facilities for persons with disabilities. Program 1.3.1 is proposed to update regulations for care facilities.
- The City does not restrict occupancy of unrelated individuals in group homes and does not have a restrictive or narrow definition of family in its Development Code. Occupancy restrictions are limited to provisions deemed necessary to ensure public health, safety, and welfare, and do not conflict with regulations of the California Building Code, the Fair Housing Act, or the California Fair Employment and Housing Act.
- The City permits housing for special needs groups, including individuals with disabilities, without regard to distances between such uses or the number of uses in any part of the City.
- The City actively works with nonprofit developers to secure financing for special needs housing, including Prop 63, Mental Health Services Act funding opportunities.
- The City has included a program (Program 5.1.1) to ensure ongoing compliance with Fair Housing Laws.

Based on this review, the City did not identify any governmental constraints that may impede the development and improvement of housing for persons with disabilities, as the main challenge is the high cost of housing. To offset this constraint and encourage development of housing for persons with special needs, the City offers the following incentives (Program 1.3.3).

- **Monetary Subsidies.** The City uses its Affordable Housing Fund and other available sources to provide monetary assistance to developers and nonprofits to create special needs housing and make accessibility modifications to existing properties. The City has provided subsidies to developers for the payment of fees, project construction, and land costs.
- **Flexibility in Development Standards.** The City has allowed variations in parking, open space, and setback standards to facilitate special needs housing.
- **Value Engineering**. The City provides "value engineering" during the plan check process by allowing for different construction materials that achieve cost savings while still meeting minimum code requirements.

PUBLIC IMPROVEMENTS

Public improvements for new residential development are integral to the planning and development process. The City requires developers to provide public improvements to ensure the health, welfare, and safety of the community and future residents of new developments, consistent with General Plan policies.

The City applies minimum improvement standards to ensure that public improvements are adequate to serve new development. The City also has specific construction standards and details regarding how improvements are built. The City's Subdivision Ordinance requires specific improvements and design standards as part of every subdivision approval, in accordance with established engineering standard specifications and construction details. Required improvements include: storm drainage, sanitary sewer, water supply, utilities, undergrounding utilities, street, access, and frontage improvements such as street lighting, fire hydrants, signs, street trees, and landscaping.

As part of each subdivision approval, the City also requires improvement plans that demonstrate conformance with the standard engineering specifications and details as well as a signed subdivision improvement agreement ensuring the completion of improvements within a specified time and payment for them.

The City updates and amends its engineering standard specifications and details every two to three years to address changes in existing conditions, new legislation, environmental and conservation issues, technological advancement, and/or other improvements related to health, safety, cost, or efficiency.

While the cost of providing public improvements and meeting City requirements may influence the cost of housing, they are necessary components of providing quality and sustainable residential development. The City's Engineering Standard Specifications and Construction Details for each of these improvement areas are consistent with and no more onerous than public improvement specifications of other jurisdictions in Alameda County. In many instances, the standards are governed by state or federal regulations, such as the Americans with Disabilities Act (ADA) for accessibility, the Clean Water Act for stormwater treatment measures, and Caltrans for highway design specifications. Table 3-12 provides detail on the specific public improvement standards and the regulating ordinance or legislation.

Street Improvements

The City requires basic street and access improvements for new residential development. Requirements include curbs, gutters, and sidewalks at a minimum width of five feet. Street right-of-way and travel lane widths vary depending on the proposed street classification. Table 3-12 depicts the required widths based on each street classification. Private residential streets and local streets vary in minimum width from 15 feet to 40 feet (travel way, not total right-of-way), depending on the presence and location of street parking. As would be expected due to their larger traffic volume, major and collector streets are considerably wider; collector streets are 52 feet wide, and major streets vary between 34 and 46 feet in each direction, as their width is based on the number of travel lanes. Sidewalks and other pedestrian paths have a minimum paved width requirement of 5 feet.

Storm Drainage and Sanitary Sewer

The City requires residential developers to provide a hydrology/hydraulic study in accordance with the City's Facilities Planning Guidelines and also consistency of the proposed system with the City's storm drain master plan. The City also requires residential developers to provide a sewer study based on the City's Facilities Planning Guidelines and consistent with the City's Sewer Master Plan.

Water Supply

The proposed water system of any new residential development must be consistent with the City's Water Master Plan. Additionally, comments from the City's Water Resources Division regarding the design and sizing of the system must be incorporated into the site design, with comments from the Fire Marshall concerning the location of fire hydrants and minimum fire flow requirements to address fire suppression. New projects that are in Cal Water's service area must be approved by that agency.

Table 3-12: Public Improvement Standards				
Required Improvement(s)	***Development Guidelines***		***Comments***	***Governing Legislation***
Streets	***Travel Way***	***Total ROW*** *(including curb and sidewalk)*	Approved Tentative Map determines actual street widths. The following street dimensions are intended as guidelines only.	City Engineering Standard Details
Major	34' to 46'	104' to 140'	Dimensions are provided for comparison; Final widths depend on no. of lanes. No new major streets are planned in conjunction with new residential.	City Engineering Standard Details
Collector	52'	72'	Total ROW includes 5' bike lane each way	City Engineering Standard Details
Local	40'	60'	Serving 50+ units each direction	City Engineering Standard Details
Local Street/ Parking One Side	32'	52'	No homes fronting on one side of street	City Engineering Standard Details
Minor Local Street, Cul-De-Sac, and Loops	36'	56'	Serving 20 to 50 units each direction	City Engineering Standard Details
Short Cul-De-Sac	32'	52'	Serving less than 20 units	City Engineering Standard Details
Curb, Gutters, Sidewalks	Min. 5' wide paved sidewalk	10' each side of street	Sidewalks can be monolithic or separated.	City Engineering Standard Details
Curb Ramps/Return				Caltrans and Americans with Disabilities Act (ADA)
Bus Turnouts			Provided on collector or major street when required by the local transit authority	Livermore Valley Transit Authority (LAVTA)
Private Residential Streets			Private street dimensions are commonly used in Residential Planned Developments to allow flexibility to address site constraints on residential infill properties/projects.	
Parking both sides	Min. width 36'			City Engineering Standard Details
Parking one side	Min. width 33'			City Engineering Standard Details; Livermore Development Code
No street parking	Min. width, 24'			City Engineering Standard Details; Livermore Development Code

Table 3-12: Public Improvement Standards			
Required Improvement(s)	***Development Guidelines***	***Comments***	***Governing Legislation***
No street Parking (Private Alley)	Min. width, 20'		City Engineering Standard Details; Livermore Development Code
Private sidewalks and pedestrian pathways	Minimum width 5'		City Engineering Standard Details; Livermore Development Code
Public Landscaping	One tree per single frontage lot	Min. street tree size 24" box; Min. shrub size 5 gal.	City Engineering Standard Details
	No written standard for multifamily development projects.	Typically, these are zoned as Planned Developments and the location and number of street trees would be determined based on the proposed site layout and final street width determinations.	
Signs/Striping	Street name signs at all intersections		Caltrans/City of Livermore
	Speed limit signs where appropriate		Caltrans/City of Livermore
	One-way signs shown in median and streets where appropriate		Caltrans/City of Livermore
	Stop signs provided where required by City Engineer		Caltrans/City of Livermore
	Centerline striping where appropriate		Caltrans/City of Livermore
Sanitary Sewer	Min./typical new line size: 8"	Each unit or lot within the subdivision shall be served by an approved sanitary sewer system, designed for ultimate development of the area	
	All lines must have min. 5' of cover from grade		
	Sewer laterals/residential – 4" one-way cast iron cleanout behind curb		City Engineering Standard Details
	No curved sewers		
	All lines end at maintenance hole; holes spaced max. 400' apart		
	Sewer lines extended to all tract boundaries		
	System can be easily extended to serve future development		

Table 3-12: Public Improvement Standards			
Required Improvement(s)	***Development Guidelines***	***Comments***	***Governing Legislation***
Water Supply	Water service and meter provided to all lots, medians and other public or private landscaped areas; All new construction requires sprinklers		
Single family units	Min. 5/8" line for domestic service; Typical size implemented is 1" to include adequate water for fire suppression.		
Multi-family development		Size is determined in coordination with Water Resources Department and Fire Marshall to ensure adequate water supply for domestic and fire suppression uses.	
Stormwater Drainage	Minimum pipe size: 12"		
	Maximum distance between storm maintenance holes or inlets 500'		
	Storm lines extended to all tract boundaries		
	System can be easily extended to serve future development		
Stormwater Treatment Measures	Soil based (bio-swales, bio-retention areas, or landscaped areas) or mechanical	NPDES Permit requires permanent, post-construction stormwater quality control measures as part of development projects. Measures can be natural (soil or landscape based) or mechanical.	Federal Clean Water Act – Regional Water Quality Control Board requirements consistent with National Pollutant Discharge Elimination System (NPDES) State Permit requirements for Alameda County jurisdictions.

Table 3-12: Public Improvement Standards			
Required Improvement(s)	***Development Guidelines***	***Comments***	***Governing Legislation***
Utilities	Each unit or lot within a subdivision shall be served by gas, electric, telephone, and cable		Livermore Municipal Code, Subdivision Ordinance
	All existing and proposed utilities within the subdivision shall be placed underground except those exempted by City Council adopted ordinance or resolution. Each subdivider is responsible for making the necessary arrangements with each utility company for installation of the facilities	Exemptions to undergrounding:	Livermore Development Code.
		Single-family subdivisions of 4 lots or less or single-family development projects of 4 units or less	
		Multiple-family residential developments of 4 units or less	
		Partial reconstruction of existing buildings where the addition is less than 50% of the floor area of the existing building or the addition amounts to less than 10,000 sq. ft.	
Parkland Dedication	5.0 acres for each 1,000 persons.	Applicable to residential subdivisions of more than 50 parcels. Does not apply to industrial and commercial.	Livermore Development Code, Subdivision Ordinance

Source: City of Livermore, 2021.

4. HOUSING RESOURCES

This chapter analyzes the physical, administrative, and financial resources available for the development, rehabilitation, and preservation of housing in Livermore. Section 4.1 evaluates the availability of residential land (vacant and underdeveloped) within Livermore, as well as progress to date in meeting the City's share of regional housing. The remainder of the chapter discusses the resources available to assist in implementing the Housing Plan discussed in Chapter 5, including programs related to energy conservation. The resources build upon the opportunities for reducing barriers to residential development identified in Chapter 3.

4.1 AVAILABILITY OF SITES FOR HOUSING

State law requires communities to demonstrate that an adequate amount of developable land is available to accommodate their share of the projected regional need. The Association of Bay Area Governments (ABAG) is responsible for developing the Regional Housing Needs Allocation (RHNA) (see Chapter 2). The RHNA assigns a share of the region's projected future housing unit production need to each community in the ABAG region. The current RHNA plans for an 8.5-year housing unit production period, from June 30th, 2022, through December 15th, 2030. For the current planning period, ABAG has determined that Livermore's share of the RHNA is 4,570 new housing units (see Table 4-1).

Table 4-1: Livermore's RHNA, 2022 – 2030

Income Group	*Housing Units*
Very Low	1,317
Low	758
Moderate	696
Above Moderate	1,799
Total	**4,570**

HOUSING UNITS BUILT SINCE JULY 2022

[Information will be added to this section after June 30th, 2022]

RESIDENTIAL SITE INVENTORY

The State Housing Element Law (Government Code Section 65583.2) requires cities to develop an inventory of available land suitable for residential development. In accordance with State law, the sites must have the capacity to accommodate a range of housing types to meet the RHNA. The land inventory must identify the capacity of each property. This land inventory assumes that sites allowing single-family uses at lower densities are suitable for above moderate-income households. Sites allowing single-family attached and multifamily uses at medium densities are considered suitable for moderate-income households. In addition, some sites listed in the inventory are subject to zoning as a Planned Development (PD), which sets out specific requirements for residential development potential on that site. Sites that allow higher-density housing types at 30 units per acre and above are considered suitable for lower-income households in Livermore per state set default densities. However, sites that allow higher-density housing types at 30 units per acre and above on small lots (lots less than 0.5 acres in size) are considered suitable for moderate-income households. In addition to identifying vacant or underutilized land resources, local governments can address a portion of their adequate sites requirement through the provision of accessory dwelling units (ADUs). Program 1.2.4 is included in Chapter 5, Housing Plan, to commit the City to providing adequate sites and to support ADU development.

Accessory Dwelling Unit Potential

In 2018, 2019, 2020, and 2021, City permit records indicate that an average of 38 ADUs received building permits per year.

- 2018 - 18 ADUs received building permits
- 2019 - 36 ADUs received building permits
- 2020 - 39 ADUs received building permits
- 2021 – 60 ADUs received building permits

Based on the average of 38 ADUs per year, an additional 325 ADUs can be projected for the 2022-2030 6th cycle projection period. The Association of Bay Area Governments (ABAG) prepared a Draft Affordability of Accessory Dwelling Units report for the entire ABAG region in early 2022. The analysis made findings for affordability of ADUs based on data gathered on current rents and occupancy of ADUs in addition to industry research about affordability levels of ADUs, including those that do not reach the rental market. In addition, ADU research conducted by the University of California, Berkeley's (UC Berkeley's) Center for Community Innovation (Chapple et al. 2017) indicates that 40 percent of ADUs are typically rented to family members or friends at either no cost or below-market rental rates. Table 4-3 shows the projected 325 ADUs broken into income categories based on the ABAG analysis. The Livermore ADU regulations encourage this housing type and allow flexibility in their development. Based on the fair housing assessment, to ensure ADU opportunities are available to underrepresented groups, Program 1.4.1 Action D has been included.

Sites Inventory

The City's land inventory for the 2023 – 2031 Housing Element timeframe is included in Appendix A. It includes vacant and underutilized sites in the Downtown Specific Plan Area, Arroyo Vista Neighborhood Plan, and Isabel Neighborhood Specific Plan, as well as sites in other areas of the city outside of specific plan areas. All the areas with sites included in the inventory are discussed in more detail as follows.

GENERAL PLAN AREAS

The analysis of General Plan residential site inventory includes the following categories:

- **Vacant Sites** – The table in Appendix A includes parcels that are vacant and have General Plan and zoning designations that permit residential development. Only parcels that meet the minimum standards for development in the applicable zoning district and that have no significant environmental or governmental constraints, which would preclude residential development, were calculated as having additional unit capacity.
- **Non-Vacant Sites** – The table in Appendix A includes a small number of parcels that are non-vacant, underutilized, and have General Plan and zoning designations that permit residential development. Only parcels that meet the minimum standards for development in the applicable zoning district and that have no significant environmental or governmental constraints, which would preclude residential development, were calculated as having additional unit capacity.
- **Sites with approved Neighborhood Plans** – The table in Appendix A includes the residential development assumptions in the Arroyo Vista Neighborhood Plan and Isabel Neighborhood Specific Plan, which were adopted by City Council in 2007 (Arroyo Vista) and 2020 (Isabel). Areas within both plans included in the sites inventory are also shown on maps in Appendix A. The Arroyo Vista Neighborhood Plan allows for residential uses in areas otherwise zoned for industrial use; addresses compatibility with surrounding uses; and establishes a basic framework for circulation, land use, building, signage, and landscaping that will permit orderly growth. The Isabel Neighborhood Specific Plan allows for higher-density residential development and other uses in an area surrounding future regional transit. The City is reviewing several residential development applications in the Isabel Neighborhood but no projects have been entitled at the time of this report. Phasing is not a requirement in the Isabel Neighborhood Specific Plan. Projects will be reviewed and considered for approval as they come in. As part of the adoption of the plans, both areas were analyzed to identify potential deficiencies in infrastructure and site improvements and potential environmental impacts. As noted in the general infrastructure analysis discussion in this chapter, both areas are in urbanized areas and have adequate water and sewer availability.
- **Sites with Entitled Projects** – The table in Appendix A includes sites or parcels that are designated and zoned for residential use, and where residential development entitlements are in place that will allow them to proceed with building permits and construction. No building permits have yet been issued for

these sites. Projects include, but are not limited to, Eden Housing, Lassen Road Townhomes, and Pacific Avenue Senior Apartments.

These sites are all in urbanized areas within the city, have utilities adjacent or nearby, and have no environmental constraints that would preclude development within the Housing Element timeframe.

DOWNTOWN SPECIFIC PLAN (DSP) AREA

The zoning in the Downtown area of the city is governed by the Downtown Specific Plan (DSP). All of the Plan Areas within the DSP permit residential development at differing minimum densities. The DSP area suitability for residential development is supported by the DSP strategies and policies, which encourage residential development as a vital part of revitalization. Detailed discussion of DSP density, allowed residential uses, and affordability estimates used to determine the land inventory to accommodate RHNA is provided in Chapter 3. Sites in multiple areas of the DSP area are included in the table in Appendix A, including City-owned sites slated for affordable housing development.

DENSITY AND REALISTIC CAPACITY

To estimate reasonable additional residential potential on individual parcels in the land inventory that could accommodate more than one unit per parcel, a realistic assumption of 80 percent of maximum allowed density was used to estimate a realistic number of dwelling units that would likely develop on each parcel. This is based on the development standards and historic development trends on vacant sites in these zoning districts. It should also be noted that some of the sites in the table in Appendix A are in zoning districts that allow only one unit per parcel or are a size that can only accommodate one unit per parcel based on the size of the parcel when the allowed density is applied, and as such have only been able to accommodate a maximum of one unit per parcel until the recent adoption of Senate Bill (SB) 9, which allows development of an additional primary unit on single-family parcels statewide. Accordingly, realistic capacity on those sites has been considered to be 100 percent (one unit). Representative approved and built projects in Table 4-2 support the realistic capacity assumptions of 80, and in a few cases, 90 percent. The average built density for projects in Table 4-2 is 97 percent of maximum allowed density. The higher realistic capacity percentage of 90 percent has been applied to a small number or sites that are zoned at a minimum density of 30 dwelling units per acre.

Additional Realistic Capacity Information for the Lower-Income RHNA

Consistent with State housing provisions, areas with zoning that allow a density of 30 dwelling units per acre or higher are considered adequate for meeting the low-, very low-, and extremely low-income level need. The General Plan designations and zoning districts that will encourage housing for lower-income households include primarily the:

- Isabel Neighborhood Specific Plan Area
- Downtown Specific Plan Areas
- Urban High 4 to 6 Residential Designations

The Urban High 4 to 6 General Plan designation and Downtown Core Plan Area both specify density at or above a minimum of 30 dwelling units per acre. Therefore, they have already been deemed appropriate to accommodate low-income households (Government Code Section 65583.2(c)(3)(B)).

The Isabel Neighborhood Specific Plan has six subareas that include areas designated for higher-density residential development at minimums of 40 (Center areas) and 60 (Core areas) dwelling units per acre – subareas 2d, 3a, 3b, 3c, 3d, and 4. Of these areas, four are all made up of vacant parcels – in 2d, 3a, 3b, and 3c. Residential units developed in these areas are considered suitable to address the lower-income RHNA. Other portions of each of these subareas allow lower densities, so there is potential for other types of units in terms of density and cost as well. The subareas are shown on the Isabel Neighborhood Specific Plan map in Appendix A and lower-income units included in these subareas are shown totaled in the table in Appendix A. The units based on minimum densities for each of the four subareas are as follows:

- Subarea 2d: 120 lower-income units
- Subarea 3a: 332 lower-income units
- Subarea 3b: 972 lower-income units
- Subarea 3c: 146 lower-income units

The Specific Plan states that at least 25 percent of the units that develop in the plan area shall be deed-restricted affordable units. The remainder of the target units in the Specific Plan are assumed in the sites inventory as likely to develop as above-moderate units. However, the densities and location of the neighborhood near transit provides the opportunity for other lower- or moderate-income units to develop.

The presumed capacity and affordability of anticipated units is based on the density range in the underlying General Plan or Specific Plan designation, unless a specific site had an applicable site proposal or development application underway. In these cases, capacity and affordability is based on the number of proposed units.

In general, housing units on low-density sites (approximately one to eight dwelling units per acre) permitting single-family detached and small-lot units are assumed to be affordable at the above moderate-income level. Medium-density sites (approximately 8 to 20 dwelling units per acre) permitting townhomes, duplexes, and condominiums are assumed to accommodate housing primarily at the moderate-income level, although there may be some units in the affordable category in designations with a wide density range. Higher-density designations providing stacked flats and/or rental units are considered affordable at low- or very low-income levels.

The 2009 Housing Element found that, over time, the Livermore has been able to produce units or projects affordable to very low- and extremely low-income households at a density of 30 dwelling units per acre and, in some cases, at densities lower than this.

Examples of representative projects in the city are listed in Table 4-2.

Table 4-2: Representative Projects									
Project name	***Acres***	***Address/APN***	***Small Site?***	***Previous Use***	***Project Description***	***Total Units***	***Lower-Income Units***	***Project Density (DU/ acre)***	***% Allowed Density***
Chestnut Square	5.0	1651, 1665 Chestnut St	No	Strip commercial center	Affordable senior apartments, affordable multi-family apartments, and market-rate townhomes	158	112	31	130%
Pacific Avenue	3.6	099 095000802	No	Vacant	Affordable senior housing development on City-owned parcel	140	140	38	78%
Eden	2.5	098 028902200	No	Vacant	Affordable workforce housing development on City-owned parcel	130	130	52	95%
Ageno	4.9	099B576001300	No	Vacant	Multi-family rental apartments	171	34	34	97%
Avance	2.6	4260 First St	No	Single-family residence	Affordable units for persons with developmental disabilities	45	44	17	95%
Heritage Estates	3.0	800 E Stanley Blvd	No	Vacant	Independent Senior Living Facility	130	55	43	86%
Stoney Creek Apartments	4.8	5896 East Ave	No	Vacant	Affordable rental apartments	70	70	15	100%

Table 4-3 summarizes the City's RHNA, projected ADUs for the 6th cycle, and units available on sites suitably zoned for housing in the city. Livermore has enough sites and projected ADUs to address the RHNA with some surplus in each income group.

Table 4-3: Comparison of Site Capacity and RHNA

Income Group	*Total RHNA*	*Projected Accessory Dwelling Units*	*Units on Vacant with Suitable Zoning*	*units on Non-Vacant Sites WITH Suitable Zoning*	*Isabel Neighborhood Specific Plan Units*	*Surplus RHNA*
Extremely Low	1,317	0	756	11	1,570	457
Very Low		97				
Low	758	98				
Moderate	696	97	569	189	0	159
Above Moderate	1,799	33	281	24	1,753	292
TOTAL	**4,570**	**325**	**1,606**	**224**	**3,323**	

INFRASTRUCTURE ANALYSIS TO ACCOMMODATE RHNA

Sewer Capacity

In November 2005, Livermore residents approved a ballot measure to participate in purchasing additional capacity in the Livermore Amador Valley Water Management Agency (LAVWMA) wastewater export pipeline. Approval of this measure increased the City's allocated capacity in the expanded LAVWMA system up to a peak wet-weather flow capacity of 12.4 million gallons per day (mgd), sufficient to provide enough disposal capacity to meet the City's projected need.

The City's Sewer Master Plan further identifies infrastructure improvements that are needed at the wastewater treatment plant to address the additional disposal capacity. Identified improvements have been programmed into the City's Capital Improvement Program (CIP) based on priority and necessity. Programmed improvements will address upgrades to provide sufficient capacity in areas where infill residential development is anticipated, such as in the Downtown Specific Plan and Isabel Neighborhood Specific Plan areas.

Water Capacity

Zone 7 is the wholesale water provider for the entire Livermore-Amador Valley. Zone 7 distributes to the Livermore Municipal Water (LMW) as well as the California Water Service Company (Cal Water), both retail providers to Livermore residents.

Because of the Delta water supply issues and the current drought in California, long-term water supply is a potential growth-limiting factor; however, the city currently does have the capacity to achieve General Plan build-out. This determination is based on the City having a Water Efficient Landscape Ordinance in place for several years and which will apply to all new residential development, making reclaimed water available for landscape irrigation in much of the west end of the city, including the Las Positas Golf Course, and working with partner agencies in establishing appropriate conservation measures.

The City is working in concert with water retailers and Zone 7 to develop an appropriately reliable and sustainable water supply that meets the needs of current development and accommodates build out of the region. The City currently uses recycled water for irrigation purposes in the eastern part of the city and is exploring system expansion. Other strategies to expand and/or stabilize the region's water supply include implementing indirect potable reuse through groundwater injection to increase the groundwater basin storage, accelerating surface water storage in reclaimed aggregate quarries, and acquiring water rights in the Los Vaqueros Reservoir.

Storm Drain Capacity

The City's Storm Drain Master Plan identifies low-, medium-, and high-priority improvements needed to adequately handle stormwater flows within and through the city. The City completed several storm drain upgrades in recent years to accommodate additional housing development on the western side of Downtown, as part of the Auburn Grove and Brighton developments. The City also recently upgraded the storm drain system through the Livermore Village site to accommodate new development in the Downtown Core. Areas identified as priority for future improvements include the Isabel Neighborhood Specific Plan Area and along various arroyos throughout the city. High-priority improvements have been programmed into the City's CIP to address future capacity.

Dry Utilities

Dry utility service, including electrical service and internet, are available to serve all of the parcels in the City's land inventory.

There are no major infrastructure deficiencies that would inhibit or preclude residential development or more intense residential development on parcels identified in the City's sites inventory. The City will provide the adopted Housing Element to the utilities and infrastructure service providers to ensure priority is granted for service to affordable housing projects to comply with Senate Bill 1087.

4.2 HOUSING RESOURCES

LIVERMORE HOUSING AUTHORITY

The Housing Authority of the City of Livermore (LHA) manages one affordable housing development (Leahy Square), three scattered site affordable developments, and for administers the Section 8 Housing Choice Voucher program. The housing developments include the 125-unit low-income Leahy Square housing development, Chestnut Apartments (six units including two that are market rate), Las Posadas Apartments (nine units targeted to larger households), and Bluebell Apartments (27 units with 15 affordable housing units, 10 of which are transitional housing). The transitional housing units are for households graduating from homeless and/or domestic violence shelters. The scattered site complexes were acquired and rehabilitated using a variety of affordable housing funds from the City.

As of 2022, the LHA provides approximately 542 tenant-based vouchers to low-income households, including project-based vouchers for the disabled and households with social service needs.

THE HOUSING AND HUMAN SERVICES DIVISION

Housing and Human Services (HHS) is a division of the City's Community Development Department. HHS works with the community, developers, and a wide variety of local, state, and federal agencies to maintain and expand affordable housing opportunities for lower- and moderate-income households. In addition to affordable housing services, HHS provides referrals and grant support to agencies that provide social services to low-income residents. In this capacity, HHS manages the administration of the City's Affordable Housing Fund, Community Development Block Grant (CDBG), HOME program funding from the U.S. Department of Housing and Urban Development and two local funding sources (Human Services Facility Fee and Social Opportunity Endowment). Working with the other divisions in the Community Development Department, HHS also supports the revitalization and preservation of residential neighborhoods.

Multi-Service Center

The City continues to operate and subsidize the only Multi-Service Center in the Tri-Valley for agencies that primarily serve low-income individuals. Agencies with permanent space at the center or that use space on an ongoing basis include, Axis Community Health Clinic, Community Resources for Independent Living (CRIL), State of California Department of Rehabilitation, East Bay Innovations, Abode Services, and Cityserve of the Tri Valley.

NON-PROFIT ORGANIZATIONS

There are a number of non-profit organizations whose activities are related to the provision of affordable housing and human service programs in Livermore. The City actively works with crisis intervention and outreach providers, faith based organizations, physical and behavioral health providers, legal and fair housing organizations, and nonprofit housing developers.

4.3 FINANCIAL RESOURCES

Livermore has access to a variety of existing and potential funding sources available for affordable housing activities. The following section describes the key housing funding sources currently used in Livermore:

- Federal: CDBG, HOME, and Housing Choice Voucher Program (Section 8).
- State: CalHome, Permanent Local Housing Allocation, Local Housing Trust Funds, No Place Like Home, Homekey, and Multifamily Housing Program
- Local: In-Lieu Fee and Low-Income Housing Impact Fee (Affordable Housing Fund)

The City has continued to explore other mechanisms to facilitate the development of affordable housing, including acquiring land to reduce the cost of development to affordable housing developers and to ensure the units remain affordable over time.

Table 4-4 provides a summary of federal, state, local, private, and non-profit financial resources available to support housing activities in Livermore. Key local funding sources are described in greater detail in the section that follows.

Table 4-4: Financial Resources for Housing Activities		
Program Name	***Description***	***Eligible Activities***
Federal Programs		
Community Development Block Grant (CDBG)	Grants awarded to the City on a formula basis for housing and community development activities.	Acquisition Rehabilitation Home Buyer Assistance Economic Development Homeless Assistance Public Services
Capital Funds Financing Program (CFFP)	Funds to Public Housing Agencies (PHAs) for the development, financing, and modernization of public housing developments and for management improvements.	Construction of Housing Rehabilitation Modernization
HOME Investment Partnership Act Program (HOME)	Flexible grant program allocated to City through the Alameda HOME Consortium.	Acquisition Rehabilitation Home Buyer Assistance Rental Assistance
Housing Opportunities for Persons with AIDS (HOPWA)	The HOPWA program provides housing assistance and supportive services for low-income people with HIV/AIDS and their families.	Rental Assistance Support Services
Housing Choice Voucher Program (Section 8)	Assistance program that provides direct funding for rental subsidies for very low-income families.	Rental Assistance
Supportive Housing Program (SHP)	Grants for development of supportive housing and support services to assist homeless persons in the transition from homelessness. This is a competitive program authorized under the McKinney/Vento Act.	Transitional Housing Housing for the Disabled Supportive Housing Support Services
Section 811	Grants to non-profit developers of supportive housing for persons with disabilities, including group homes, independent living facilities and intermediate care facilities.	Acquisition Rehabilitation New Construction Rental Assistance
Section 108 Loan Guarantee	Provides loan guarantee to CDBG entitlement jurisdictions for capital improvement projects. Maximum loan amount can be up to five times the jurisdiction's recent annual allocation.	Acquisition Rehabilitation Home Buyer Assistance Economic Development Homeless Assistance Public Services
Housing Rehabilitation Program	Provides financial assistance to low-income homeowners for health and safety improvements.	Rehabilitation

Table 4-4: Financial Resources for Housing Activities		
Program Name	***Description***	***Eligible Activities***
Emergency Shelter Grants	Competitive grants to help local governments and nonprofits to finance emergency shelters, transitional housing, and other supportive services.	New Construction Rehabilitation Homeless Assistance Public Services
Continuum of Care/Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH)	Funding through the HEARTH Act of 2009 to provide necessary resources for development of programs to assist homeless individuals and families.	Homeless Assistance New Construction
State Programs		
Local Housing Trust Fund Matching Grant Program	Provides matching grants to local housing trust funds that are funded on an ongoing basis from private contributions or public sources that are not otherwise restricted in use for housing programs.	New Construction Home Buyer Assistance
Single-Family Housing Bond Program (Mortgage Revenue Bonds)	Bonds issued to local lenders and developers so that below market-interest rate loans can be issued to first-time home buyers.	Home Buyer Assistance
Mortgage Credit Certificates (MCC)	Provides qualified first time homebuyers with a federal income tax credit that reduces the borrower's federal tax liability, providing additional income, which can be used for mortgage payments.	Home Buyer Assistance
Prop 63 Mental Health Services Act Funds	Funding for capital improvements and operating subsidies for supportive housing for formerly homeless or at-risk individuals with mental disabilities.	Special Needs Programs New Construction
CalHome Program	Grants awarded to jurisdictions for owner-occupied housing rehabilitation and first-time home buyer assistance.	Homebuyer Assistance Rehabilitation
Low-income Housing Tax Credit (LIHTC)	A 4-percent annual tax credit that helps owners of rental units develop affordable housing.	Construction of Housing
Affordable Housing Partnership Program (AHPP)	Provides lower-interest-rate CHFA loans to home buyers who receive local secondary financing.	Home Buyer Assistance

Table 4-4: Financial Resources for Housing Activities		
Program Name	***Description***	***Eligible Activities***
Permanent Local Housing Allocation (PLHA)	PLHA provides a permanent source of funding for all local governments in California to help cities and counties implement plans to increase the affordable housing stock. The two types of assistance are: formula grants to entitlement and nonentitlement jurisdictions, and competitive grants to nonentitlement jurisdictions.	Predevelopment Development Acquisition Rehabilitation Preservation Matching Funds Homelessness Assistance Accessibility Modifications Homeownership Assistance Fiscal Incentives
Local Early Action Planning (LEAP) Grants	The Local Action Planning Grants (LEAP) provide over-the-counter grants complemented with technical assistance to local governments for the preparation and adoption of planning documents, and process improvements that accelerates housing production Facilitate compliance to implement the sixth-cycle Regional Housing Needs Assessment.	Housing Element Updates Updates to Zoning, Plans or Procedures to Increase or Accelerate Housing Production Pre-Approved Architectural and Site Plans Establishing State-Defined Pro-Housing Policies See Complete List in Program Materials
SB 2 Technical Assistance Grants	Financial and technical assistance to local governments to update planning documents and the Development Code to streamline housing production, including but not limited to general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs.	Technical Assistance Planning Document Updates
Housing and Disability Advocacy Program (HDAP)	Services to assist disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance. HDAP has four core requirements: outreach, case management, disability advocacy, and housing assistance.	Rental Assistance
No Place Like Home	Loans to counties or developers in counties for permanent supportive housing for those with mental illness who are homeless or at risk of homelessness.	New Construction
Homeless Emergency Aid Program (HEAP)	A block grant program designed to provide direct assistance to cities, counties, and Continuums of Care to address the homelessness crisis throughout California.	Identified Homelessness Needs Capital Improvements Related to Homelessness Rental Assistance

Table 4-4: Financial Resources for Housing Activities		
Program Name	***Description***	***Eligible Activities***
California Emergency Solutions and Housing (CESH)	Provides funds for activities to assist persons experiencing or at risk of homelessness. Program funds are granted in the form of five-year grants to eligible applicants.	Homelessness Service System Administration New Construction Rental Assistance
Local Programs		
General Funds	Funds to subsidize rents and operations for the Livermore Multi-Service Center as well as critical safety net service	Support Services
In-lieu Low Income Housing Fund / Commercial linkage fee (Housing Trust Fund)	A per unit fee for residential developments that do not provide affordable housing, generated from the Inclusionary Housing ordinance and fee per square foot for commercial construction.	Acquisition Homeless Assistance New Construction Rehabilitation Support Services
Low Income Housing Impact Fee	A fee assessed on commercial and industrial development, to help offset cost of affordable housing for employees. Fee varies depending on intensity of development and projected low-income employees. Fees are deposited into city Affordable Housing Fund.	Acquisition, conservation, construction of affordable housing for lower-income employees
Private Resources		
California Community Reinvestment Corporation (CCRC)	Nonprofit mortgage banking consortium designed to provide long-term debt financing for affordable multifamily rental housing. Nonprofit and for-profit developers contact member banks.	New Construction Rehabilitation Acquisition
Federal National Mortgage Association (Fannie Mae)	- Fixed-rate mortgages issued by private mortgage insurers.	Home Buyer Assistance
	- Mortgages which fund the purchase and rehabilitation of a home.	Home Buyer Assistance Rehabilitation
	- Low down-payment mortgages for single-family homes in underserved low-income and minority cities.	Home Buyer Assistance
Freddie Mac Home Works	Provides first and second mortgages that include rehabilitation loan. County provides gap financing for rehabilitation component. Households earning up to 80 percent Median Family Income qualify.	Home Buyer Assistance
Affordable Housing Program (Federal Home Loan Bank)	Loans (and some grants) to public agencies and private entities for a wide variety of housing projects and programs. Participation is by FHLB participating lenders.	New Construction Home Buyer Assistance Rehabilitation Housing Supportive Services

Table 4-4: Financial Resources for Housing Activities		
Program Name	***Description***	***Eligible Activities***
Non-Profit Institutions		
Bay Area Local Initiatives Support Corporation (LISC)	Bay Area LISC provides recoverable grants and debt financing on favorable terms to support a variety of community development activities including affordable housing.	Acquisition New Construction
Low-Income Investment Fund (LIIF)	LIIF provides loan financing for all phases of affordable housing development and/or rehabilitation.	Acquisition Rehabilitation New Construction

Source: City of Livermore, 2022; PlaceWorks; 2022.

LOCAL FUNDING SOURCES

Inclusionary Housing Ordinance

As discussed earlier in Chapter 3, the City's Inclusionary Ordinance requires a portion of units in most residential developments to be affordable to lower-income households. A developer may satisfy the affordable housing requirement by paying a fee "in-lieu" of building an affordable unit with approval by City Council. In-lieu fees are deposited into the Affordable Housing Fund to assist in the development of lower-income housing and fund-related programs that assist lower-income residents with their housing needs.

When implementing the Inclusionary Ordinance, the City encumbers for-sale units with a silent second mortgage for the difference in value between the affordable price and the initial market-rate sales price for comparable units. If a buyer re-sells the reserved unit within the restricted time period for a price in excess of the current affordable purchase price, then the second mortgage must be repaid to the City for use in affordable housing programs via the Affordable Housing Fund.

Low-Income Housing Impact Fees

The City assesses an impact fee on commercial and industrial developments. The fee is designed to provide affordable housing for lower-income employees, reducing the impacts associated with the need to commute from outside the city. The fee varies according to the intensity of commercial and industrial use, based on the estimated number of low-income jobs and households associated with the development type.

The City expects to generate an average of $205,000 annually from the impact fee. These fees are placed in the Affordable Housing Fund to be used for acquisition, preservation, and construction of additional units.

AFFORDABLE HOUSING FUND

The City maintains an Affordable Housing Fund, also referred to as the Housing Trust Fund, to assist in the development and preservation of affordable housing and to help fund other housing-related programs that assist lower-income residents (Program 3.2.1). These programs are described further in Section 4.4 and are listed in Chapter 5, Housing Plan. The two primary sources of revenue into the Affordable Housing Fund include the In Lieu Fee (Inclusionary Housing Ordinance) and the Low-Income Housing Impact Fee.

Money accrues in the Affordable Housing Fund when fees or repayment are collected related to the Inclusionary Housing Ordinance. The City also assesses the Low-Income Housing Impact Fee on commercial and industrial developments. The fee provides affordable housing for lower-income employees, reducing the impacts associated with the need to commute from outside the city. The fee varies according to the intensity of commercial and industrial use, based on the estimated number of low-income jobs and households associated with the development type. The City expects to generate an average of $205,000 annually from the impact fee.

In the recent past, the Affordable Housing Fund has been used to directly fund or assist other organizations in funding affordable housing projects and housing for special-needs groups.

4.4 PROGRAMS

The City uses the Affordable Housing Fund and other funding sources to provide a range of housing programs, either directly or through partnering with non-profit organizations in the region. These programs are listed below and detailed in Chapter 5, Housing Plan.

- Land Acquisition (Program 3.2.2)
- Partner with Affordable Housing Developers (Program 3.2.3)
- Conversion of Market-Rate to Affordable Units (Program 3.2.4)
- Subsidies and Incentives (Program 3.2.5)
- First-Time Homebuyer Down Payment Assistance Program (Program 3.3.1)
- Rental Assistance (Program 3.3.2)
- Homelessness Prevention and intervention (Program 3.3.3)
- Minor Home Repair Program (Program 4.1.1)
- Owner-Occupied Housing Rehabilitation Loan Program (Program 4.1.2)
- Neighborhood Improvement (Program 4.1.3)
- Neighborhood Preservation Program (Program 4.1.4)
- Fair Housing Services (Program 5.1.1)
- Tri-Valley Affordable Housing Committee (Program 6.1.1)
- Emergency and Transitional and Supportive Housing (Program 6.1.2)

4.5 OPPORTUNITIES FOR ENERGY CONSERVATION

California law (Government Code Section 65583 [a][7]) requires local governments to address energy conservation issues when updating a Housing Element. According to the California Department of Housing and Community Development, these elements should contain an analysis of opportunities for residential energy conservation. This requirement is intended to promote energy-efficient housing systems and building design, as well as the use of energy-saving features and materials during construction.

RESIDENTIAL ENERGY USE AND CONSERVATION

According to the U.S. Department of Energy, the residential sector accounts for 21 percent of the country's annual energy use.[26] Energy conservation provides the dual benefits of promoting environmental sustainability and reducing monthly energy costs, which is a component of long-term housing affordability.

Opportunities for residential energy conservation exist at all scales, from individual home appliances to city design. Constructing new homes with energy-conserving features, as well as retrofitting existing energy-inefficient structures, can result in lower monthly utility costs. In addition to building design and construction techniques, street layouts and zoning patterns also affect energy consumption and can therefore support its reduction. Specific examples of energy conservation opportunities include:

- Sealing a home's building envelope (doors, windows, walls, foundation, roof, and insulation) to prevent energy leaks that increase heating and cooling costs;
- Installing energy efficient appliances, LED lighting, and mechanical systems (heating, ventilation, and air conditioning);
- Installing a "cool roof" that reflects solar radiation to lower heating costs;
- Designing and orienting buildings to take advantage of natural systems such as sun, shade, and wind, which can provide heating, cooling, and energy generation opportunities;
- Supporting attached housing design, which reduces the number of exterior walls per unit and results in lower per-unit heating and cooling costs; and
- Promoting infill development to use existing infrastructure and services.

STATE PROGRAMS

The State of California has two major initiatives that encourage and require energy conservation in the housing sector, described below. Pacific Gas and Electric Company (PG&E) and the City also offer programs that provide opportunities for residential energy conservation.

State Energy-Efficiency Requirements for New Construction (Title 24)

All new construction in Livermore is subject to the requirements of the California Energy Commission's Title 24 energy-efficiency standards, which are designed to reduce heat loss and energy consumption. Each city and county must enforce these standards as part of its review of building plans and issuance of building permits, including new development and major remodeling projects, including home additions. These standards apply to building components, such as wall and ceiling insulation, thermal mass, and window to floor area ratios.

[26] Source: U.S. Department of Energy, 2021, https://rpsc.energy.gov/energy-data-facts#:~:text=1.,of%20total%20U.S.%20energy%20consumption.

Greenhouse Gas Emission Reduction (Assembly Bill 32)

The California Legislature adopted the California Global Warming Solutions Act (Assembly Bill [AB] 32) in 2006. The purpose of the act is to reduce greenhouse gas (GHG) emissions to 1990 levels by 2020 (25-percent reduction over current levels) and then to further reduce GHG emissions to 80 percent below 1990 levels by 2050. Since 2006, the legislature has passed AB 3232 and Executive Order B-55-18 has been issued, building off the initial targets and goals of AB 32. AB 3232 calls for a 40-percent reduction in GHG emissions in buildings by 2030. Executive Order B-55-18 calls for carbon neutrality on a state level by 2045.

ENERGY ASSISTANCE PROGRAMS

Livermore's residents and businesses rely on Pacific Gas & Electric Company (PG&E) and East Bay Community Energy (EBCE) for their energy services. EBCE procures electricity for customers, and PG&E delivers electricity to homes or businesses. East Bay Community Energy is the community's default electricity provider. Pacific Gas and Electric Company provides natural gas and electricity service to residents and businesses in Livermore. PG&E owns and operates the electricity and natural infrastructure in the community and is responsible for transmission and distribution of electricity to Livermore. PG&E is responsible for customer billing, power line maintenance, and outages. Residents can be eligible for energy assistance programs from PG&E and EBCE.

PG&E offers several programs to promote energy conservation and assist lower-income residential customers with their home energy costs. Energy conservation programs include rebate programs for old appliances, free energy audits, and public education and outreach programs that teach energy-saving tips. The programs serving lower-income households include the following:

- California Alternate Rates for Energy (CARE) is PG&E's discount program for low-income households and housing facilities. CARE provides a 20-percent discount on monthly energy bills and waives recent surcharges for low-income households. The program applies to single-family homeowners, tenants who are metered or billed by landlords, and group-living facilities.
- Family Electric Rate Assistance (FERA) is a discount program for low- to moderate-income families of three or more people. The program is available to both single-family and multifamily residential customers.
- Relief for Energy Assistance for Community Help (REACH) is a one-time energy assistance program for low-income homeowners who cannot pay their utility bill because of a sudden financial hardship. The program is targeted to the elderly, disabled, sick, working poor, and unemployed. Eligibility is determined by the Salvation Army and requires a household income that does not exceed 200 percent of the federal poverty level.

PG&E also offers reduced rates for residential customers that are dependent on life-support equipment or have special heating and cooling needs caused by certain medical conditions. PG&E also offers a balanced payment plan for customers who experience higher heating or cooling costs during the extreme-weather months.

East Bay Community Energy (EBCE) offers several programs to promote energy conservation, promote community energy resilience, and assist lower-income residential customers with their home energy costs. EBCE customers who are eligible for reduced rates through PG&E due to

their dependence on life support equipment can also have this discount applied to the EBCE energy bill. This program also offers rebates for portable backup batteries on a limited basis. EBCE also offers financial incentives for certain energy efficiency and electrification upgrades, including heat pump water heaters and induction cooktops.

EBCE launched its Connected Communities pilot program in 2020 to learn about how to design and implement meaningful solutions to utility debt and disconnections. The initiative involves partnering with customers and community-based organizations to develop innovative means of reducing utility disconnections that complement what is available through other channels such as the State or PG&E. The key components of this program include discount programs to enhance CARE and FERA outreach, partnerships to provide no-cost solar energy installations to at-risk customers, expansion of community solar access in disadvantaged communities, and expansion of the Arrearage Management Plan to help qualifying residential customers reduce unpaid balances on their bills.

In addition, the Bay Area Regional Energy Network (BayREN) offers several financial incentives for single family and multifamily homes, including rebates on insulation, air sealing, duct sealing, heat pumps, furnaces, and water heaters. Another Bay Area organization, Rising Sun Center for Opportunity, offers a Green House Calls program in which participants receive home visits, personalized energy savings advice, and an energy efficiency toolkit.

In addition to these programs, the California Department of Community Services and Development has a Low-Income Home Energy Assistance Program (LIHEAP). The LIHEAP provides free weatherization services, such as attic insulation, caulking, water heater blanket, heating/cooling system repair, and other conservation measures. LIHEAP also provides payments for weather-related or energy-related emergencies and financial assistance to eligible households for energy bills.

THE CITY OF LIVERMORE POLICIES AND PROGRAMS

Goal 4 in Chapter 5 of this Housing Element contains one policy and two programs aimed at promoting energy efficiency in existing and new development as a means of reducing housing costs. This policy encourages the use of energy conservation features in design and siting of new residential structures and in the retrofitting of existing structures.

In November 2012, the City adopted a Climate Action Plan (CAP), which outlined strategies to reduce greenhouse gas (GHG) emissions. The City anticipates adopting a CAP Update in 2022. The updated CAP will continue to address emissions consistent with the new state targets, as well as outline strategies to build resilience to climate impacts.

5. HOUSING PLAN

This Housing Plan is a statement of the City's commitment to maintaining, preserving, improving, and developing housing opportunities for all segments of the community. The plan contains the goals, policies, objectives, and implementation programs to achieve a high quality, balanced housing stock that accommodates the needs of existing and future Livermore residents. The housing plan must:

- Ensure continued availability and adequacy of sites to accommodate the Regional Housing Needs Allocation (RHNA), including appropriate zoning and development standards and access to public services and facilities to meet the needs of all income levels.
- Assist in the development of adequate housing to meet the needs of low- and moderate-income households.
- Address governmental constraints to the maintenance, improvement, and development of housing, and remove them where appropriate and legally possible.
- Conserve and improve the condition of existing affordable housing stock.
- Preserve subsidized housing developments at risk of conversion to market rate.
- Promote housing opportunities for all persons regardless of race/ethnicity, religion, sex, marital status, ancestry, national origin, familial status, disability, or source of income.

5.1 ACCOMPLISHMENTS UNDER THE 2015-2022 HOUSING ELEMENT

To update the Housing Plan, the City must evaluate the:

- Appropriateness of the existing housing goals, objectives, and policies in contributing to the local, regional, and statewide housing goals.
- Effectiveness of the 2015-2022 Housing Element in attaining the City's housing goals and objectives.
- City's progress with implementation of the 2015-2022 Housing Element.

The following discussion summarizes the City's major accomplishments under each of the seven housing goals in the 2015-2022 Housing Element:

1. Diversity of Housing Choice
2. Well-Managed Growth
3. Production of Affordable Housing
4. Preservation and Improvement of Affordable Housing
5. Provision of Equal Housing Opportunity
6. Regional Cooperation to Address Housing Needs
7. Energy Efficiency

Appendix B contains a detailed review of accomplishments under each housing element program.

DIVERSITY OF HOUSING CHOICE

To address the diverse housing needs of the Livermore community and provide a range of housing choices by type, price, and density, the City accomplished the following during the 2015-2022 Housing Element period:

- **Land Inventory (Program 1.1.1)**. The City maintained sufficient sites to meet its RHNA during the planning period and adopted an amendment to the General Plan Safety Element.
- **Implementation of the General Plan, Downtown Specific Plan, and Development Code (Program 1.2.1).** The City amended the Downtown Specific Plan, processed General Plan amendments to facilitate housing development, including affordable housing, and updated the accessory dwelling unit regulations in the Development Code.
- **Isabel BART Station Specific Plan (Program 1.2.2).** The City adopted the Isabel Neighborhood Specific Plan in late 2020. The Specific Plan will provide a mix of uses surrounding a future Valley Link rail station, not BART as originally anticipated, including as many as 4,000 residential units.
- **Development of Housing for Persons with Disabilities (Program 1.3.3).** The City contributed funds during the planning period to multiple housing projects that include units for those with disabilities.

WELL-MANAGED GROWTH

Through its growth management policies, the City ensures high quality residential design and the adequate provision of infrastructure, public facilities, and services. The following describes the City's major accomplishments toward well-managed growth during the 2015-2022 Housing Element period:

- **Housing Implementation Program (HIP) (Program 2.1.1).** The City discontinued the Housing Implementation Program in 2019 and no longer allocates a limited number of housing units that can be developed.
- **Support Mixed-Use and Transit-Oriented Development (Program 2.1.3).** The City continued to use existing density incentives and developed additional incentives to promote mixed-use and more intense residential development near transit. For example, the Legacy and Brisa projects used the City's density bonus provision to provide affordable rental units.

PRODUCTION OF AFFORDABLE HOUSING

The RHNA is the state-mandated process to identify the total number of housing units (by affordability level) that each jurisdiction must accommodate in its Housing Element. For the 2015-2022 Housing Element cycle, the City was assigned a RHNA of 2,729 units at the following income distribution:

- Very Low Income: 839 units
- Low Income: 474 units
- Moderate Income: 496 units
- Above Moderate Income: 920 units

The following describes the City's major accomplishments toward the production of affordable housing during the 2015-2022 Housing Element period:

- **Inclusionary Housing Ordinance (Program 3.1.1).** The City continued to implement the Inclusionary Housing Ordinance and made updates to the ordinance to reflect changes to state law and to reinstate inclusionary requirements for rental projects.
- **Acquire Land for Affordable Housing (Program 3.2.2).** The City owns several project sites for the future development of affordable housing. In 2019, the City entered into an Exclusive Negotiation Rights Agreement (ENRA) for its Pacific Avenue site, and City staff worked with the nonprofit development team of SAHA/Interfaith on entitlements to develop 140 units of senior housing.
- **Partner with Affordable Housing Developers (Program 3.2.3).** The City sent out Requests for Proposals for partnerships as City-owned site development opportunities arose and as projects proposed support from the City's Affordable Housing Fund. Staff also communicated with developers and housing services providers via participation in community-based and regional committees to address housing needs.
- **Homelessness Prevention and Intervention (Program 3.3.3).** The City continued to partner with ECHO, Abode, and others to provide funding and services for finding housing, rental assistance, case management, and supporting the Homeless Outreach Team.

PRESERVATION AND IMPROVEMENT OF AFFORDABLE HOUSING

Preserving and improving existing affordable housing is a critical component of the City's overall housing strategy. The City has many programs to facilitate housing improvement and accomplished numerous objectives during the 2015-2022 Housing Element period through these programs:

- **Minor Home Repair (Program 4.1.1).** The City's Minor Home Repair Program provided grants to lower income homeowners to cover the cost of minor necessary repairs. Between 2015 and 2021, the City assisted at least 19 households through this program.
- **Owner-Occupied Housing Rehabilitation Loan Program (Program 4.1.2).** This program aided lower- and moderate-income homeowners by providing nonpayment loans for major repairs or the installation of amenities for seniors and persons with disabilities. Between 2015 and 2020, the City assisted at least 15 households through this program.

PROVISION OF EQUAL HOUSING OPPORTUNITY

A range of housing choices must be matched by the equal opportunity to access such housing regardless of race, color, religion, gender, sexual orientation, marital status, national origin, ancestry, familial status, disability, or source of income. To promote equal housing opportunities in Livermore, the City accomplished the following during the 2015-2022 Housing Element period:

- **Support Nonprofit Organizations Specializing in Fair Housing Services (Program 5.1.1).** The City continued to contract with ECHO Housing and Community

Resources for Independent Living (CRIL) to conduct fair housing outreach and education, investigate complaints of housing discrimination, and conduct yearly Fair Housing Audits. The City also contracts with Centro Legal de la Raza to provide multilingual tenant legal services. During the planning period, ECHO completed multiple property audits. In 2020 ECHO tested 10 Livermore properties; all owners and managers of these properties were offered free fair housing training. The City also continues to operate and subsidize the City's Multi-Service Center and Tri Valley Housing Opportunity Center for agencies that primarily serve low-income individuals. Agencies with permanent space at the centers or that use space on an ongoing basis provide essential housing and social safety net services, including community health, housing navigation, benefits enrollment, care coordination, crisis stabilization, independent living programs for people with disabilities.

- **Housing for the Disabled (Program 5.1.1).** The City continued to refer complaints to CRIL and provides CRIL with funding support for case management of disabled Livermore residents and community education and outreach to local schools. CRIL provided services to 518 disabled individuals during the planning period.

REGIONAL COOPERATION TO ADDRESS HOUSING NEEDS

The City understands that affordable housing and special needs groups are not unique to Livermore. Therefore, the City continued to work cooperatively with communities in the region to effectively address affordable housing needs and housing for persons with special needs through the following programs:

- **Tri-Valley Affordable Housing Committee (TVAHC) (Program 6.1.1).** Through the TVAHC, the City and other Tri-Valley jurisdictions (Dublin, Pleasanton, San Ramon and Danville) collaborated on programs and regional policies that improved the provision of affordable housing.
- **Emergency, Transitional, and Supportive Housing Services (Program 6.1.2).** During the planning period, the City allocated Affordable Housing Fund and Social Opportunity Endowment funds to emergency and transitional housing programs, which served hundreds of people. In Fiscal Year 2019-20, the City allocated $268,883 in Homeless Emergency Aid Program (HEAP) funds to CityServe for crisis stabilization and rental services in the Tri-Valley.
- **Alameda County Home Together 2026 Implementation plan (Program 6.1.3).** The Home Together Plan is a community-wide plan for Alameda County which lays out the goals, strategies and investments needed to dramatically reduce homelessness by 2026 and reverse racial disparities in homelessness through fully centering equity. The Plan's overarching goals, and time frame align with Alameda County's Vision 2026 which holds as one of its primary objectives to "ensure the availability of diverse and affordable housing for all residents with the goal of eliminating homelessness in Alameda County."

ENERGY EFFICIENCY

Through the Uniform Building Code and State Energy Code, the City continued to facilitate the construction of energy-efficient housing. Other accomplishments furthering energy efficiency included:

- **Green Building (Program 7.1.1).** The Building Division continued to implement State Energy Code requirements as part of the plan check process to obtain building permits. This includes Part 11, California Green Building Standards Code, which was last updated in January 2020.
- **Climate Action Plan (Program 7.1.2).** The City continued to implement its existing Climate Action Plan, which was adopted in 2012. The City anticipates adopting an update to the plan in 2022.

The City worked diligently to address the housing needs of special needs groups. Some of the accomplishments are highlighted below:

- **Seniors.** The City provided grant funds to several nonprofit agencies that provide senior support and disabled services to individuals. Senior Support Program of the Tri-Valley and CRIL encourage seniors and disabled persons to age in place and facilitate independent living skills. In 2016, the City contracted with Habitat for Humanity East Bay/Silicon Valley to administer the City's owner-occupied housing rehabilitation program, which assisted seniors with home accessibility improvements. In 2019, the City completed the development of the 72-unit Chestnut Senior apartments serving low-income seniors, and, in 2021, the City approved entitlements for a 140-unit senior project to be developed by SAHA/Interfaith Housing on Pacific Avenue. Both recent projects include services and amenities for seniors to allow them to live independently and age in place.

- **Homeless Persons and Persons with Disabilities.**
  - The City chose to merge the Housing Scholarship and Project Independence Programs and phase them into a "Housing First" model. The City awarded funding to Abode to implement its Housing First model through its Tenant Based Rental Assistance Program. During the planning period, Abode assisted 63 households with securing permanent housing.
  - Abode is providing housing to formerly chronically homeless persons through its AC Impact program. All clients have maintained their housing since entering the program. The City continued to fund case-management services to ensure that the individuals remain on the road to self-sufficiency. Services focus on building independent living skills, money management, and dealing with any behavioral issues.
  - The City provided federal HOME and CDBG funding to Tri Valley Haven for tenant-based rental assistance (TBRA) and case-management services to individuals experiencing domestic violence and at risk of homelessness. During the planning period, the City assisted 48 families and/or individuals at risk of homelessness and/or those currently homeless. The program provides assistance with ongoing rental subsidies.

- The City also provided acquisition and development funding to Housing Consortium of the East Bay to purchase and develop the Vineyard 2.0 development, which will provide 24 units of supportive housing for formerly homeless households, including persons with disabilities, and 10,000 square feet of commercial space for a resource center to serve persons who are homeless and a commercial food kitchen to benefit food-insecure people in Livermore.
- The Chestnut Square project provides affordable rental units for seniors and families with very-low- and low-incomes, disabled persons, and 15 homeless households.
- City staff worked with Tri-Valley REACH to acquire two City-owned, single-family homes and create housing for six separate households that have physical and developmental disabilities. In 2020, staff worked with Tri-Valley REACH to expand a single-family home and create an additional shared housing opportunity for persons with physical and developmental disabilities.
- The City secured 25 project-based vouchers for the Avance Apartments through the Livermore Housing Authority. Avance Apartments is currently under construction and will provide 44 units for those with developmental disabilities.

5.2 HOUSING GOALS, POLICIES, AND PROGRAMS

The goals, policies, and programs in this 2023-2031 Housing Plan are based on those in the 2015-2022 Housing Element, with modifications to reflect current and projected needs, the effectiveness and relevancy of existing programs, potential constraints and opportunities, and public input.

The Housing Plan goals are:

1. Diverse Housing Choices
2. Well-Managed Growth
3. Affordable Housing Production and Preservation
4. Healthy and Resilient Housing and Neighborhoods
5. Affirmatively Further Fair Housing
6. Regional Cooperation to Address Housing Needs

Each goal has a set of policies, programs, actions, and objectives. The implementing actions, however, generally address multiple goals and build upon each other, creating a comprehensive approach to meeting the community's housing needs.

Table 5-1 summarizes the quantified objectives over this Housing Element period.

Table 5-1. Summary of Quantified Objectives: 2023–2031						
Program	***Extremely Low Income***	***Very Low Income***	***Low Income***	***Moderate Income***	***Above Moderate Income***	***Total***
Housing Production (units)[1]	1,317		758	696	1,799	**4,570**
Housing Rehabilitation[2]	80			15	5	**100**
Housing Conservation/ Preservation[3]	90			0	0	**90**

Notes:

1. *Corresponds to RHNA.*
2. *Corresponds to quantified objectives in Program 4.1.2 Residential Retrofits.*
3. *The 90 units to be conserved/preserved correspond to the at-risk assisted units in the City (see Table 2-45).*

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GOAL 1: DIVERSE HOUSING CHOICES

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

Policy 1.1: *Develop and maintain a sites inventory with adequate densities and development standards to meet the Regional Housing Needs Allocation (RHNA) in all income categories.*

Program 1.1.1: Residential Sites Inventory

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objective:
A) If a site included in the residential sites inventory is developed with nonresidential uses or with fewer units than identified, verify that the sites inventory maintains sufficient capacity to meet the City's RHNA. If it does not, identify additional sites/units to satisfy the RHNA.	When development of Housing Element sites occurs	Community Development Department – Planning Division	General Fund	Maintain adequate sites to meet the City's RHNA
B) Maintain a map of vacant residential acreage to assist developers with identifying land suitable for residential development throughout the City. The map could indicate current zoning and public facilities and services to these sites. The map could also include land suitable for affordable development, based on the allowed density, in moderate and high resource areas.	Create map at the time of new Housing Element adoption. Update when sites in the Housing Element inventory develop.	Community Development Department – Planning Division	General Fund	n/a
C) Proactively identify areas to meet future RHNA allocations as part of the comprehensive General Plan Update.	By 2025	Community Development Department - Planning	General Fund	n/a
D) Following future amendments to the General Plan's Safety Element, ensure consistency with the Housing Element, including the sites inventory.	As needed	Community Development Department – Planning Division	General Fund	n/a

Policy 1.2: *Facilitate the development of a range of housing types through area planning efforts.*

Program 1.2.1: General Plan and Specific Plans

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to update and amend the General Plan as needed and appropriate to provide a range of housing types, densities, and affordability levels.	As projects are proposed; reviewed annually	Community Development Department – Planning Division	General Fund	n/a
B) Continue to update and amend the Downtown Specific Plan as needed and appropriate to facilitate downtown revitalization, the provision of affordable housing, and mixed-use development.	As projects are proposed; reviewed annually	Community Development Department – Planning Division	General Fund	n/a
C) Continue to update and amend the Isabel Neighborhood Specific Plan as needed and appropriate to facilitate a complete, transit-oriented community.	As projects are proposed; reviewed annually	Community Development Department – Planning Division	General Fund	n/a
D) Continue area planning efforts for the Southfront Priority Development Area (PDA) surrounding the future Southfront Valley Link station. Revise the General Plan designations and zoning accordingly to allow for residential transit-oriented development.	By 2030	Community Development Department – Planning Division	General Fund	Up to 7,500 housing units

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

Program 1.3.1: Development Code Amendments

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to facilitate development of Accessory Dwelling Units (ADUs) by maintaining standards that are consistent with State law. This includes allowing ADUs in all zoning districts where single-family and multifamily residential dwellings are allowed.	By 2024, then every two years as needed to comply with current state law.	Community Development Department – Planning Division	General Fund	325 ADUs during the 6th Cycle Projection Period

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
B) Monitor ADU construction and affordability levels to determine whether the rate is on track to meet target numbers anticipated in this Housing Element. Implement additional actions if targets are not met.	Starting in January 2025, then every two years thereafter	Community Development Department – Planning Division	General Fund	58 ADU building permits between June 30th, 2022, and the end of 2024
C) Continue to allow mobile and manufactured homes that meet State and City codes, as well as the City's design review requirements, in all residential districts.	Ongoing	Community Development Department – Planning Division	General Fund	40 new mobile or manufactured homes over the next 8 years
D) Establish standards for smaller unit types, such as tiny homes and single room occupancies.	By 2025	Community Development Department – Planning Division	General Fund	20 small unit types over the next 8 years
E) Establish standards consistent with Senate Bill 9 to allow ministerial two-unit residential developments and lot splits in single-family zones.	By 2024	Community Development Department – Planning Division	General Fund	n/a
F) Establish Objective Design Standards to facilitate streamlined project permitting.	By 2024	Community Development Department – Planning Division	General Fund	n/a
G) Evaluate opportunities to remove barriers to residential development of small properties.	By 2025	Community Development Department – Planning Division	General Fund	n/a

Policy 1.4: *Reduce governmental constraints on housing development through permit streamlining, reasonable development fees, and transparent and accessible information.*

Program 1.4.1: Reduce Governmental Constraints

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Identify opportunities to streamline permitting processes, including ministerial approvals and electronic application submittals and review.	By 2024 and ongoing as changes are made to codes and plans	Community Development Department	General Fund	n/a

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
B) Establish standards to specify SB 35 and SB 330 streamlining approval processes and standards for eligible projects.	By 2024	Community Development Department – Planning Division	General Fund (staff time)	n/a
C) Monitor development fees to ensure they are reasonable and do not unduly constrain development while protecting the quality, health, and public safety of the community.	Ongoing; as changes are made to development fees. Make changes as needed	Community Development Department	General Fund	n/a
D) Continue to encourage the development of accessory dwelling units by waiving certain development impact fees. Promote the availability of these incentives in high resource areas to expand housing mobility opportunities for lower-income households.	Ongoing	Community Development Department – Planning Division	General Fund	n/a
E) Create user-friendly, accessible, and multi-lingual information guides about standards and review processes for residential projects (ADUs, SB 9 projects, SB 35 and SB 330 streamlining, etc.). Make this information available on the City's website and at the Permit Center.	By 2024. Update on an ongoing basis as needed	Community Development Department – Planning Division	General Fund	n/a
F) Improve internal systems for collecting, tracking, and analyzing housing project data to better understand housing development trends in Livermore and streamline annual State reporting requirements.	By 2024	Community Development Department – Planning Division	General Fund	n/a

Policy 1.5: *Encourage the development of housing for individuals with special needs, including those with disabilities, large families, seniors, and people experiencing homelessness.*

Program 1.5.1: Universal Design

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Update the City's residential design guidelines and standards to encourage "visitability" and universal design features in new homes.	By 2026	Community Development Department – Planning Division	General Fund	10 universal design housing units
B) Expand consumer awareness by providing information on universal design features at the City's Permit Center and develop resource information for the City's Permit Center website.	By 2026	Community Development Department – Planning Division	General Fund	n/a
C) Consider regulatory incentives for projects that incorporate universal design features.	By 2026	Community Development Department – Planning Division	General Fund	n/a

Program 1.5.2: Licensed Community Residential Care Facilities

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Consistent with State law, continue to allow Residential Care Facilities serving 6 or fewer persons in all residential districts as a means of providing housing for special needs groups. Update the Development Code to allow this size of facility in additional zoning districts where required by State law.	By 2024	Community Development Department – Planning Division	None required	n/a
B) To affirmatively promote more inclusive communities, the City will update the Development Code requirements for Residential Care Facilities serving 7 or more persons to permit them as a residential use subject only to restrictions that apply to other residential dwellings of the same type in the same zone.	By 2024	Community Development Department – Planning Division	General Fund	n/a

Program 1.5.3: Special Housing Needs

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Work with housing providers to ensure that special housing needs are addressed to reduce displacement risk for large families, female-headed households, and single-parent households with children, through a combination of regulatory incentives, zoning standards, affordable housing programs described in Goal 3, rehabilitation and neighborhood improvement efforts described in Goal 4, and supportive services programs. The City will also continue to encourage the production of units with 3 or more bedrooms for large families.	Ongoing and evaluate opportunities annually	Community Development Department	CDBG, HOME Investment Partnerships, and other state and federal programs designated specifically for special needs groups	Support the creation or rehabilitation of at least 100 units of housing for people with special housing needs over the planning period
B) Work with housing providers to ensure that special housing needs are addressed to reduce displacement risk for persons with disabilities and developmental disabilities regulatory incentives, zoning standards, affordable housing programs described in Goal 3, rehabilitation and neighborhood improvement efforts described in Goal 4, and supportive services programs. The City will also continue to encourage the production of units with special adaptations for people with disabilities, per California Title 24 standards.	Ongoing and evaluate opportunities annually	Community Development Department	CDBG, HOME Investment Partnerships, and other state and federal programs designated specifically for special needs groups	Support the creation or rehabilitation of at least 20 units of housing for people with disabilities over the planning period
C) Work with housing providers to ensure that special housing needs are addressed to reduce displacement risk for seniors through regulatory incentives, zoning standards, affordable housing programs described in Goal 3, rehabilitation and neighborhood improvement efforts described in Goal 4, and supportive services programs. The City will also continue to encourage the production of	Ongoing and evaluate opportunities annually	Community Development Department	CDBG, HOME Investment Partnerships, and other state and federal programs designated specifically for special needs groups	Support the creation or rehabilitation of at least 100 units of housing for seniors over the planning period

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
senior housing, including assisted living facilities.				
D) Support "aging in place" through community design, partnering with organizations that provide support services, and encouraging accessibility improvements to rental housing.	Ongoing and evaluate opportunities annually	Community Development Department	Affordable Housing Fund	n/a
E) Work with housing providers to ensure that special housing needs are addressed to reduce displacement risk for homeless individuals and families through a combination of regulatory incentives, zoning standards, affordable housing production and preservation programs described in Goal 3, and supportive services programs. The City will also continue to encourage the production of smaller units to address the shortage of affordable units for single adults experiencing homelessness, including single-room occupancy units.	Ongoing and evaluate opportunities annually	Community Development Department	CDBG, HOME Investment Partnerships, and other state and federal programs designated specifically for special needs groups	See Program 1.3.1, Action D Support the creation of at least 30 new units of housing for people experiencing homelessness over the planning period
F) Increase the supply of housing affordable to farmworkers, many of whom are lower income. Review the Development Code for compliance with the state Employee Housing Act (Health & Safety Code Sections 17021.5, 17021.6, and 17021.8). If needed to comply with the Act, make amendments to allow housing for 6 persons or less in residential zones in the same way residential structures are allowed (Section 17021.5). Also, if needed, allow for employee housing of no more than 12 units or 36 beds as an agricultural use, and permit in the same manner as other agricultural uses in the same zone (Section 17021.6). Finally, make amendments if needed to address the requirements of Section 17021.8 which	By 2024	Community Development Department – Planning Division	General Fund,	n/a

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
requires ministerial approval of certain farmworker housing projects that meet the criteria in that section.				
G) Incorporate the needs of farmworkers and their families into City affordable housing programs. The City may also support providers of farmworker housing in access state and federal funds.	Ongoing	Community Development Department – Housing & Human Services Division	Affordable Housing Fund, *Joe Serna Jr. Farmworker Housing Grant*	n/a
H) Conduct targeted and multilingual outreach strategies described in Program 3.3.1 for groups with special housing needs to increase access to City housing programs	Ongoing	Community Development Department – Housing & Human Services	Affordable Housing Fund	n/a

GOAL 2: WELL-MANAGED GROWTH

Manage residential growth to promote (1) the production of housing to meet local and regional housing needs; (2) a growth rate balanced with the provision of infrastructure capacity and public services; (3) a balanced relationship between residential and nonresidential development; (4) the highest quality design for all residential units and neighborhoods; (5) economic, social and racial integration and (6) open space preservation.

Policy 2.1: Encourage the provision of affordable housing, infill development, and mixed-use projects in locations served by existing infrastructure, particularly transit services.

Program 2.1.1: Monitor Infrastructure Needs

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to analyze infrastructure needs and capacity to balance residential growth with the provision of adequate infrastructure and services.	Every three years	Community Development Department. Public Works Department	General Fund	n/a
B) Review infrastructure needs to support intensified development on infill sites within city limits and in the Downtown area; program improvements and upgrades into the City's CIP.	Bi-annually, as part of CIP updates	Community Development Department – Engineering Division	General Fund	n/a
C) Work with the City's water and sewer providers to ensure the availability and adequate capacity of water and wastewater systems to accommodate the housing needs during the planning period.	Ongoing; as projects are proposed	Community Development Department, Public Works Department	General Fund	n/a
D) Provide a copy of the Housing Element and any future amendments to the utility providers immediately after adoption.	After adoption of the Housing Element and as needed	Community Development Department	General Fund	n/a

Program 2.1.2: Support Mixed-Use and Transit-Oriented Development

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Promote lot consolidation to increase opportunities for mixed-use development.	Ongoing	Community Development Department	General Fund	n/a
B) Continue to require minimum residential densities in areas designated for transit-oriented, mixed-use development to ensure higher density in these areas.	Ongoing	Community Development Department	General Fund	n/a
C) Continue to use existing density incentives and develop additional incentives to promote mixed-use and more intense residential development near transit.	Ongoing	Community Development Department	General Fund	n/a
D) Update existing community benefit and/or other land value recapture strategies such as the Human Services Facility Fee to increase proximity to services and other opportunities throughout the city.	Within 5 years of Housing Element adoption	Community Development Department – Housing & Human Services Division	General Fund	n/a

GOAL 3: AFFORDABLE HOUSING PRODUCTION AND PRESERVATION

Encourage the provision and long-term availability of affordable housing to foster economic, social, and racial integration.

Policy 3.1: Facilitate the production of affordable housing through the regulation of and incentives to new development.

Program 3.1.1: Inclusionary Housing Ordinance

Actions:	Timeframe:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to implement the inclusionary housing ordinance and continue to require developers to identify the location of inclusionary units. Encourage inclusionary units in moderate- and high-resource areas to facilitate housing mobility opportunities for lower-income households.	Ongoing	Community Development Department – Housing & Human Services Division	General Fund	Produce at least 100 affordable units for low and moderate income households through the inclusionary housing ordinance
B) Implement accessible and multilingual communication and outreach strategies for potential tenants and owners of inclusionary units.	Incorporate inclusive outreach and marketing standards into the inclusionary program's policies and procedures within 1 year of Housing Element Adoption	Community Development Department – Housing & Human Services Division	General Fund	n/a

Program 3.1.2: Density Bonuses and Incentives

Actions:	Timeframe:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to ensure new residential projects are consistent with current State Density Bonus regulations and continue to encourage the use of both the State Density Bonus Program and the City's density incentives for affordable and senior housing. In addition, update the local density bonus regulations as needed during the planning period for consistency with State Density Bonus law.	Ongoing. Update local density bonus regulations within 1 year of substantive updates to State Density Bonus Law throughout the planning period.	Community Development Department	General Fund	125 lower income units

Policy 3.2: Pursue and utilize a variety of funding resources and partnerships to develop housing that is affordable to lower- and moderate-income households, families, and seniors.

Program 3.2.1: Affordable Housing Fund

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to administer the low-Income Housing Impact and In-Lieu fees and use the Affordable Housing Fund to provide affordable housing opportunities for lower income households and people with special housing needs.	Ongoing	Community Development Department – Housing & Human Services Division	Affordable Housing Fund	Provide funding to at least three affordable housing projects that create homes for lower income households and people with special housing needs in moderate or high resource areas
B) Pursue additional funding sources and opportunities to leverage existing funding to increase resources for affordable housing programs.	Ongoing and evaluate opportunities annually	Community Development Department – Housing & Human Services Division	General Fund, HOME, State HCD programs, Project Based Vouchers	Apply to an average of 1 funding source annually to support affordable housing programs
C) Consider fee waivers for affordable units, prioritizing those that provide the greatest level of affordability and serve special needs households.	Ongoing as opportunities arise	Community Development Department	Affordable Housing Fund	n/a

Program 3.2.2: Support Acquisition of New Sites for Affordable Housing

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Utilize a variety of methods to increase the inventory of properties for future development of affordable housing, including land dedication and acquisition of properties in opportunity-rich locations near transit, services, and key amenities.	Ongoing	Community Development Department – Housing & Human Services Division	Affordable Housing Fund, CDBG, and HOME	Support development of affordable housing on at least three sites
B) Continue to provide financial resources to nonprofit organizations to increase the existing affordable housing stock through market rate conversions and adaptive reuse, prioritizing units that both prevent displacement in low resource areas and encourage access to moderate and in high resource areas	Ongoing; coordination with nonprofit development partners to identify potential properties and facilitate development	Community Development Department – Housing & Human Services Division	Affordable Housing Fund, Homekey, HOME	*n/a*

Program 3.2.3: Partner with Affordable Housing and Service Providers

Actions:	Timeframe:	Responsible Agency:	Funding:	Quantified Objectives:
A) Coordinate and foster partnerships with nonprofit housing developers, community-based organizations, the Livermore Housing Authority, school district, and applicable federal, state, and regional agencies to facilitate the development of quality affordable housing.	Ongoing; as projects are proposed and opportunities arise.*	Community Development Department – Housing & Human Services Division	General Fund (staff time) and Affordable Housing Fund	n/a
B) Continue to allow developers of affordable units to amortize the payment of applicable development impact fees over time to help meet affordable housing targets.	Ongoing; as projects are proposed	Community Development Department	General Fund	n/a
C) Continue to meet regularly with developers to discuss incentive opportunities and provide technical assistance	Ongoing and evaluate opportunities annually	Community Development Department – Housing & Human Services Division	General Fund (staff time)	n/a

Actions:	Timeframe:	Responsible Agency:	Funding:	Quantified Objectives:
D) Support efforts to redevelop and create additional affordable units at existing affordable housing sites, such as Leahy Square, Vandenburgh Villa, Arbor Vista, Arroyo Mocho, and supportive shared housing sites.	2023-2030	Community Development Department – Housing & Human Services Division	General Fund (staff time) and Affordable Housing Fund	Produce additional units on at least two existing housing sites

** Staff sends out Requests for Proposals (RFPs) for partnerships as City-owned site development opportunities arise and as projects propose support from the City's Affordable Housing Fund. Staff also communicates with developers and housing services providers via participation in community-based and regional committees to address housing needs (see Goal 6).*

Policy 3.3: Communicate regularly with the community to increase awareness of affordable housing policies and programs.

Program 3.3.1: Public Outreach

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Implement multilingual communication and outreach strategies for City-funded affordable housing developments	Ongoing; Implement at least two multilingual public outreach actions annually	Community Development Department – Housing & Human Services Division	General Fund	n/a
B) Provide translation services for Spanish, and other languages as needed, at all public meetings and ensure all public materials are translated and made available.	By December 2023	Community Development Department – Housing & Human Services Division	General Fund	n/a
C) Participate in efforts to design a regional application system and housing search tools	As regional opportunities arise and reach out to other regional jurisdictions and agencies at least once a year	Community Development Department – Housing & Human Services Division	General Fund	n/a

Policy 3.4: Provide linguistically accessible and culturally relevant housing assistance to lower and moderate-income households and other households with special needs.

Program 3.4.1: Support for Low and Moderate Income Homeowners

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to provide mortgage assistance for down payment, closing costs, and secondary financing to low- and moderate-income first-time homebuyers.	Ongoing	Community Development Department – Housing & Human Services Division	Affordable Housing Fund	Continue to provide First-Time Homebuyer Down Payment Assistance to an average of 3 low- and moderate-income households annually
B) Continue to target persons with disabilities, non-English speakers, affordable rental housing tenants, immigrants, and low-income households for participation in homeownership programs. Distribute materials at service centers or community gathering places for target populations.	Translate program information to Spanish by December 2022. Distribute materials annually.	Community Development Department – Housing & Human Services Division	Affordable Housing Fund	n/a
C) Align documentation and eligibility requirements with County programs, including the use of individual taxpayer identification numbers	By 2023	Community Development Department – Housing & Human Services Division	General Fund	n/a
D) Continue to promote and provide information about the program on the City's website, newsletter, through email distribution, local advertising, and with brochures and handouts at the City's permit center counter, libraries, and community events	Ongoing	Community Development Department – Housing & Human Services Division	General Fund	n/a
E) Work with community-based organizations and institutions to provide homebuyer education, financial counseling, and foreclosure prevention.	Ongoing	Community Development Department – Housing & Human Services Division	General Fund	60 low and moderate income households receive homebuyer support services over the course of the planning period

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
F) Pursue funding for programs that help participants of affordable rental programs access homeownership opportunities	By 2024	Community Development Department – Housing & Human Services Division	General Fund	*n/a*

Program 3.4.2: Rental Assistance and Tenant Support Services

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Pursue additional funding to maintain and/or increase the amount of rental housing available through the Housing Choice Voucher (Section 8) Program and enhance support for other rental assistance programs.	Ongoing	Livermore Housing Authority; Community Development Department – *Housing & Human Services Division*	General Fund	n/a
B) Partner with the Livermore Housing Authority (LHA) to increase promotion of the Housing Choice Voucher program to the development community, property owners, and possible participants; support partners that provide outreach to landlords about voucher programs with the aim of increasing housing opportunities for recipients of rental assistance. Prioritize promotion in high-resource areas.	Biennially	Community Development Department – *Housing & Human Services Division*	General Fund, Affordable Housing Fund	Engage at least 50 landlords of properties in high resource areas
C) Work with trusted community partners to provide linguistically and digitally accessible and culturally relevant rental housing search assistance to lower-income households and groups with special housing needs.	Ongoing	Livermore Housing Authority; Community Development Department – Housing & Human Services Division	General Fund	Provide assistance to at least 30 lower-income households to identify housing opportunities.
D) Provide support for low-income renters, including multilingual tenant counseling, rental assistance, financial counseling, crisis stabilization services, and legal support	Ongoing	Community Development Department – Housing & Human Services Division	CDBG, HOME, Affordable Housing Funds, General Funds	Provide assistance to at least 10 lower-income renters annually

Program 3.4.3: Homelessness Intervention

Actions:	Time Frame:	Responsible Agency	Funding:	Quantified Objectives:
A) Update the Development Code to reduce barriers to transitional housing, supportive housing, low-barrier navigation centers, and emergency shelters consistent with State law (e.g., SB 2, AB 101).	By 2024 and ongoing as needed	Community Development Department	General Fund	n/a
B) Proactively connect unhoused individuals to resources through partnerships with outreach, housing navigation, and supportive service providers as well as faith-based organizations.	Ongoing;	Police Department; Community Development Department – *Housing & Human Services Division*	General Fund, Affordable Housing Fund, County Funds	Assistance to at least 40 unhoused individuals annually
C) Facilitate coordination among the faith-based community and providers of homeless services,	Ongoing;	Community Development Department – *Housing & Human Services Division*	General Fund	n/a

Policy 3.5: Preserve affordable housing that is at risk of converting to market rate housing.

Program 3.5.1: Preservation of Subsidized Housing at Risk of Conversion to Market Rate

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) As of 2022, 90 units are at risk of conversion to market-rate housing by 2033. The City will monitor the list of all dwellings that are subsidized by government funding or low-income housing developed through local regulations or incentives. The list will include, at least, the number of units, the type of government program, and the date on which the units are at risk to convert to market-rate dwellings. The City will work to reduce the potential conversion of any units to market rate through the following actions:	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis—particularly at the time of change of ownership.	Community Development Department – Housing & Human Services Division	General Fund	Monitor the 90 at-risk units as detailed in the program.

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
a. Monitor the status of affordable projects, rental projects, and mobile homes in Livermore. Should the property owners indicate the desire to convert properties, consider providing technical and financial assistance, when possible, to ensure long-term affordability. b. If conversion of units is likely, work with local service providers as appropriate to seek funding to subsidize the at-risk units in a way that mirrors the U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher (Section 8) program. Funding sources may include state or local funding sources.				
B) Pursuant to State law (Government Code Sections 65853.10, 65863.11, and 65863.13), owners of deed-restricted affordable projects are required to provide notice of restrictions that are expiring to all prospective tenants, existing tenants, and the City within 3 years, 12 months, and 6 months before the scheduled expiration of rental restrictions. In addition, the City or owner will provide notice to HUD, the California Department of Housing and Community Development (HCD), the Livermore Housing Authority, and the local legal aid organization. Owners shall also refer tenants of at-risk units to educational resources regarding: a. Tenant rights b. Conversion procedures c. Information regarding Section 8 rent subsidies	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis—particularly at the time of change of ownership.	Community Development Department – Housing & Human Services Division	General Fund	Monitor the 90 at-risk units as detailed in the program.

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
d. Any other affordable housing opportunities in the city. e. In addition, notice shall be required prior to conversion of any units to market rate for any additional deed-restricted lower-income units that were constructed with the aid of government funding, that were required by inclusionary zoning requirements, that were part of a project granted a density bonus, or that were part of a project that received other incentives.				
C) If a development is offered for sale, HCD must certify persons or entities that are eligible to purchase the development and to receive notice of the pending sale. Placement on the eligibility list will be based on experience with affordable housing.	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis—particularly at the time of change of ownership.	Community Development Department – Housing & Human Services Division	General Fund	Monitor the 90 at-risk units as detailed in the program.
D) When necessary, the City shall continue to work with property owners of deed-restricted affordable units who need to sell within 45 years of initial sale. When the seller is unable to sell to an eligible buyer within a specified time period, equity-sharing provisions are established (pursuant to the affordable housing agreement for the property), whereby the difference between the affordable and market value is paid to the City to eliminate any incentive to sell the converted unit at market rate. Funds generated would then be used to	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis—particularly at the time of change of ownership.	Community Development Department – Housing & Human Services Division	General Fund	Monitor the 90 at-risk units as detailed in the program.

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
develop additional affordable housing in the city. The City shall continue tracking all residential projects that include affordable housing to ensure that the affordability is maintained for at least 45 years for owner-occupied units and 55 years for rental units, and that any sale or change of ownership of these affordable units prior to satisfying the 45- or 55-year restriction shall be "rolled over" for another 45 or 55 years to protect "at-risk" units.				
E) Communicate with tenants and respond to notices of intent filed by property owners in a timely manner.	Ongoing, as needed	Community Development Department – Housing & Human Services Division	General Fund	n/a
F) Pursue funding for the preservation of at-risk housing and provide financial incentives to landlords who agree to continue to provide affordable units.	Ongoing	Community Development Department – Housing & Human Services Division	CDBG, Affordable Housing Fund, General Fund	Preservation of 90 units at risk of conversion to market rate

Program 3.5.2: Housing Replacement Program

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) In accordance with California Government Code Section 65583.2(g), the City will require replacement housing units subject to the requirements of California Government Code Section 65915(c)(3) on sites identified in the sites inventory when any new development (residential, mixed-use, or nonresidential) occurs on a site that has been occupied by or restricted for the use of lower-income households at any time during the previous five years. This requirement applies to nonvacant sites and vacant sites with previous residential uses that have been vacated or demolished.	Ongoing, as applications on identified sites are received and processed.	Community Development Department	General Fund	n/a

GOAL 4: HEALTHY AND RESILIENT HOUSING AND NEIGHBORHOODS

Improve health, accessibility, safety, comfort, and resilience in residential buildings while reducing energy costs and greenhouse gas emissions. Upgrade infrastructure, facilities, and amenities in residential neighborhoods, with an emphasis on low-income communities and affordable housing developments.

Policy 4.1: Promote housing design features that improve public health, safety, and resilience in new residential structures and retrofits to existing residential units.

Program 4.1.1: Residential Development Codes and Design Standards

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to enforce State Energy Code and California Green Building Standards Code (CALGreen) regulations for energy efficiency, water conservation, environmental quality, etc., in residential development applications.	Ongoing	Community Development Department – Building Division	General Fund	n/a
B) Encourage developers to exceed the minimum State Energy Code and CALGreen requirements by maintaining information on the City's website and providing assistance at the Permit Center.	Ongoing	Community Development Department – Building Division	General Fund	n/a
C) Develop local energy reach codes requiring cost-effective energy efficiency and electrification features including electric vehicle charging for new housing, consistent with the City's Climate Action Plan.	By 2025	Community Development Department – Planning Division	General Fund	n/a
D) Encourage new developments to incorporate onsite drought tolerant landscaping, open space, park space, and/or shade-providing features to reduce urban heat effects, reduce water-use, and help sequester carbon.	Ongoing	Community Development Department – Planning Division	General Fund	n/a

Program 4.1.2: Residential Retrofits

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Partner with regional stakeholders, such as East Bay Community Energy (EBCE) and BayREN, to offer incentives for energy efficiency, electrification, weatherization, energy storage, and resilience retrofits in existing housing, consistent with the Climate Action Plan. Focus efforts in low-income and vulnerable communities.	Ongoing	Community Development Department	General Fund	100 retrofitted housing units during the planning period
B) Provide information on the City's website on safe and healthy housing conditions and tools to address unhealthy housing conditions.	By 2024	Community Development Department	General Fund	n/a
C) Support residents to install solar energy and storage projects by sharing information about available incentives, regulations, contractors, and considerations.	By 2024	Community Development Department	General Fund	n/a
D) Support residents to increase their resilience to extreme heat, poor air quality, and wildfire smoke events, by promoting available incentives and information on options for air filtration, circulation, and cooling options. Prioritize low-income and vulnerable residents and residents of older homes without air conditioning.	By 2024	Community Development Department	General Fund	n/a

Program 4.1.3: Neighborhood Preservation Program

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to implement the City's Neighborhood Preservation Program to correct building code violations. Focus efforts on defects that threaten health and safety of occupants and the community.	Ongoing	Community Development Department – Building Division		n/a

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
B) Pursue funding to provide low-income homeowners and renters with financial assistance to correct building code violations and make accessibility improvements. Coordinate these efforts with the Climate Action Plan retrofit efforts (Program 4.1.2.A) to maximize resources and benefit.	Ongoing	Community Development Department	General Fund	See Program 4.1.2.A
C) Monitor multifamily complexes that have received City funding for housing quality, resident services, customer service, and linguistic and physical accessibility	Ongoing	Community Development Department – Housing & Human Services Division	General Fund	Conduct annual monitoring assessments
D) Continue to promote Neighborhood Preservation programs and cleanup events through the City's website to encourage community-oriented place-based revitalization.	Ongoing	Community Development Department – Building Division	General Fund	n/a
E) Use volunteer assistance cleanup teams, specifically to assist frail elderly and disabled homeowners who have received code complaints for property upkeep.	Ongoing	Community Development Department	Volunteer staff	n/a

Policy 4.2: Improve physical conditions, services, and accessibility in residential neighborhoods.

Program 4.2.1: Neighborhood Improvement

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Improve the quality of older neighborhoods, particularly in low-resource areas and affordable housing developments, by upgrading sidewalks, parks, lighting, tree canopy, bike lanes, and other public facilities.	Ongoing	Community Development Department	General Fund, Transportation Impact Fee, CDBG	

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
B) Pursue funding available for acquisition and rehabilitation of foreclosed, vacant, and/or blighted properties.	Annually	Community Development Department – Housing & Human Services Division	Affordable Housing Fund, State and Federal sources	See program 3.2.4
C) Pursue funding to acquire land and/or facilitate development of urban parks on infill sites, particularly in low-resource areas and affordable housing developments, to promote place-based revitalization through air pollution mitigation and improved access to outdoor recreational opportunities.	Ongoing	Community Development Department	General Fund, CDBG	Provide at least one-third acre of parkland or open space within one mile of all residences.
D) Continue to identify funding and provide technical assistance to upgrade rental housing properties owned and managed by the Livermore Housing Authority (LHA).	Ongoing	Community Development Department – Housing & Human Services Division	Affordable Housing Fund, CDBG, State Grant Funds, Housing Choice Vouchers	n/a

GOAL 5: AFFIRMATIVELY FURTHER FAIR HOUSING

Address harms from past and present racial, ethnic, and social discrimination by promoting equal opportunity to dignified and affordable housing for all persons in the community regardless of race/ethnicity, religion, gender, marital status, ancestry, national origin, disability, or any other protected characteristic covered by state and federal law.

Policy 5.1: Prevent housing discrimination through outreach, education, and engagement with landlords, tenant services providers, and renters.

Program 5.1.1: Support Nonprofit Organizations Specializing in Fair Housing Services

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Provide financial assistance and administrative support to local nonprofit organizations that specialize in reducing discriminatory housing practices through fair housing counseling, tenant/landlord mediation, education, outreach, and rental assistance.	Ongoing; through annual grants and contracts	Community Development Department – Housing & Human Services Division	CDBG and Affordable Housing Fund	Assist at least 20 households annually through the programs offered by fair housing providers.
B) Continue to refer complaints of discriminatory housing practices to fair housing providers.	Ongoing	Community Development Department – Housing & Human Services Division	CDBG and Affordable Housing Fund	n/a
C) Refer complaints and requests for housing for the disabled to partner organizations.	Ongoing	Community Development Department – Housing & Human Services Division	CDBG and Affordable Housing Fund	n/a
D) Distribute fair housing brochures at public locations, such as city counters, public libraries, community/senior centers, and service providers. Expand outreach and access to information for limited English-speaking residents by providing all materials in dominant non-English languages, including Spanish, by January 2023.	Annually	Community Development Department – Housing & Human Services Division	General Fund	Updated and distribute fair housing materials at least annually.

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
E) Provide financial support for fair housing audits and the dissemination of audit results and information on fair housing laws to landlords, rental housing organizations, and the public. Hold biannual trainings for landlords and property managers to review findings and provide education on fair housing rights and responsibilities.	Annually, through annual grants and contracts	Community Development Department – Housing & Human Services Division	CDBG and Affordable Housing Fund	Engage at least 30 landlords and property owners every 2 years. Support annual audits of 10 or more landlords.

Program 5.1.2: Reasonable Accommodation

Actions:	Timeframe:	Responsible Agency:	Funding:	Quantified Objectives:
A) Consistent with state and federal laws, continue to provide individuals with disabilities reasonable accommodation in rules, policies, practices, and procedures through the building permit and development review processes.	Ongoing	Community Development Department	General Fund	n/a
B) Continue to partner with fair housing organizations to conduct fair housing tests for reasonable accommodations in multifamily rental properties. Provide regular training to landlords.	Ongoing	Community Development Department – Housing & Human Services Division	General Fund	See Program 5.1.1
C) Work with Livermore Housing Authority and partner organizations to identify landlords in need of assistance with making modifications for persons with disabilities in the Section 8 program.	Meet with the Housing Authority within 2 years of Housing Element adoption; identify landlords biannually, as feasible	Community Development Department – Housing & Human Services Division	CDBG, HOME, and Affordable Housing Fund	n/a.

Policy 5.2 Develop programs and policies that remove fair housing barriers and prevent displacement.

Program 5.2.1: Fair Housing Policies and Programs

Actions:	Timeframe:	Responsible Agency:	Funding:	Quantified Objectives:
A) Conduct racial equity impact assessments of City policies for potential unintended fair housing impacts on people of color and work with stakeholders to address those impacts	Within 3 years of Housing Element adoption	Community Development Department – Housing & Human Services Division	General Fund (staff time)	Racial equity assessments of at least three City housing policies
B) Strengthen requirements for City-funded affordable housing and service providers to offer linguistically accessible services, particularly in Spanish, to increase housing mobility opportunities through increased accessibility	Within 3 years of Housing Element adoption	Community Development Department – Housing & Human Services Division	General Fund & Affordable Housing Fund	Incorporate language access requirements into at least five Housing and Human Services grant agreement or service contracts
C) Pursue funding for culturally relevant financial empowerment services to help community members with protected characteristics remove economic barriers to accessing housing like credit scores and income documentation	Within 2 years of Housing Element adoption	Community Development Department – Housing & Human Services Division	General Fund (staff time)	Submit at least one funding application to support the program
D) Assess impacts and solicit community input on new policies that prevent displacement for low- and moderate-income community members, such as a Citywide rental registry, anti-harassment ordinance, or a tenant opportunity to purchase policy.	Within 3 years of Housing Element adoption	Community Development Department – Housing & Human Services Division	General Fund (staff time).	Prepare and release a brief on displacement prevention policies that is developed with direct input from community members impacted by and at risk of displacement
E) Work with trusted community partners to provide linguistically and digitally accessible and culturally relevant housing search assistance to address racial housing disparities experienced by Latinx, Black, Asian, and Pacific Islander community members.	Engage community partners and provide guidance and/or resources within 2 years of Housing Element adoption,	Community Development – Housing & Human Services Division	Affordable Housing Fund	Provide resources and guidance to at least three community partners to address local racial housing disparities,

GOAL 6: REGIONAL COOPERATION TO ADDRESS HOUSING NEEDS

Participate in and/or initiate coordinated efforts with communities in the region to effectively address affordable housing needs.

Policy 6.1: Foster regional cooperation and partnerships to address regional housing issues related to affordability, homelessness, racial and economic segregation, and special housing needs.

Program 6.1.1: Tri-Valley Affordable Housing Committee

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to participate in Tri-Valley Affordable Housing Committee to identify regional housing issues and to develop multi-jurisdictional approaches to solving affordable housing problems.	Ongoing, quarterly. Attend at least 30 Tri- Valley Affordable Housing Committee meetings over the planning period	Community Development Department Housing & Human Services Division	General Fund	n/a

Program 6.1.2: Regional Responses to Homelessness

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
A) Continue to coordinate with other local jurisdictions to in the provision of outreach, social services, and referrals to people with disabilities, survivors of domestic violence, and homeless or those at risk of becoming homeless.	Ongoing; through annual Housing & Human Services Grant allocation process. Participate in at least two regional partnerships annually to address homelessness	Community Development Department Housing & Human Services Division	CDBG, HOME, Section 108	n/a
B) Pursue opportunities to secure joint funding with neighboring and local jurisdictions to aid homeless and at-risk households.	In 2023, and annually as opportunities arise	Community Development Department - Housing & Human Services Division	General Fund, PLHA, Homekey	n/a

Actions:	Time Frame:	Responsible Agency:	Funding:	Quantified Objectives:
C) Implement local and regional plans to address homelessness	Ongoing	Community Development Department - Housing & Human Services Division	General Fund	n/a
D) Continue participating in local and regional partnerships to address homelessness	Ongoing	Community Development Department - Housing & Human Services Division	General Fund	n/a

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Appendix A – Sites List and Sites Maps

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Table A: Housing Element Sites Inventory

Assessor Parcel Number	Consolidated Sites	General Plan Designation (Current)	Zoning Designation (Current)	Minimum Density Allowed (units/acre)	Max Density Allowed (units/acre)	Parcel Size (Acres)	Existing Use/ Vacancy	Infra-structure	Publicly- Owned	Site Status	Identified in Last/Last Two Planning Cycle(s) [Lower Income Only]	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Optional Information1
098A041210605		Neighborhood Mixed Low Density	Neighborhood Mixed Use	n/a	15.0	0.45	Vacant	Yes - Current	No - Privately Owned	Available	n/a			5	5	Must comply with TDC ordinance
099 001502202		Rural Residential	Planned Development/Residential Rural-5	n/a	1.0	1.18	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	
099 001502203		Rural Residential	Planned Development/Residential Rural-5	n/a	1.0	2.04	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	
099 001503900		Rural Residential	Planned Development/Residential Rural-5	n/a	1.0	4.25	Vacant	Yes - Current	No - Privately Owned	Available	n/a			3	3	
099 001506500		Community Serving General Commercial	Planned Development/Residential Rural-5	n/a	1.0	1.40	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	
099 031201000		Urban High Residential/Office Commercial	Planned Development-07-001	n/a	3.0	0.13	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	
099 031201100		Urban High Residential/Office Commercial	Planned Development-07-001	n/a	3.0	0.21	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	
099 135400300		South Livermore Valley Agricultural Preserve	Planned Development-Southern Livermore Valley Specific Plan	n/a	3.5	120.04	Vacant	Yes - Current	No - Privately Owned	Available	n/a			6	6	Realistic capacity based on what is allowed in PD
097 008501802		Urban Medium-High Residential	Residential Low Density	n/a	4.5	0.16	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	
099B540100900		BART Station and Parking	Suburban Residential	n/a	4.5	0.77	Vacant	Yes - Current	No - Privately Owned	Available	n/a			2	2	
099B540101000		BART Station and Parking	Suburban Residential	n/a	4.5	0.94	Vacant	Yes - Current	No - Privately Owned	Available	n/a			3	3	
099 040000728		Urban Low Residential	Suburban Residential	n/a	4.5	2.98	Vacant	Yes - Current	No - Privately Owned	Available	n/a			10	10	
099 072521200		Urban Low Residential	Suburban Residential	n/a	4.5	0.42	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	
099 131103507		Urban Low Residential	Suburban Residential	n/a	4.5	0.41	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	
099 075101301		Urban Low Residential	Suburban Residential	n/a	4.5	0.20	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	
099 075101208		Urban Low Residential	Suburban Residential	n/a	4.5	1.49	Vacant	Yes - Current	No - Privately Owned	Available	n/a			5	5	
099A293400202		South Livermore Valley Residential Developed Area	Planned Development-Southern Livermore Valley Specific Plan	n/a	PD - 20 units allowed	9.84	Low density residential and tree company. About half the parcel is vacant.	Yes - Current	No - Privately Owned	Available	n/a			20	20	20 single-family units allowed under PD. Much of parcel is vacant.
099B510000500		Urban Medium Residential	Planned Development R-03-004	n/a	4.5	1.02	Low density residential. About 80 percent of the parcel is vacant.	Yes - Current	No - Privately Owned	Pending Project	n/a			4	4	This parcel has approval to subdivide into 5 lots, keeping the existing residence on one and building 4 new single family homes.
099 136700201		SV-5-AP	Planned Development-Southern Livermore Valley Specific Plan	n/a	1.5	0.83	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	1 unit allowed per PD
099 010003200		Open Space	PDA 18-006	n/a	1	12.34	Vacant	Yes - Current			n/a			1	1	Must provide access over creek. PDA 18-006 zoning permits 1 unit.
099B530001000		Urban Low Residential (UL-1)	Planned Unit Development 115	n/a	1.5	31.67	Vacant	Yes - Current	No - Privately Owned	Pending Project	n/a			44	44	Site is entitled for 44 units. No building permits issued yet.
097 014807500		Urban Low Residential (UL-2)	Suburban Residential	n/a	2	0.35	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
099 072505300		Urban Low Residential (UL-2)	Suburban Residential	n/a	2	0.53	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
099 007500215		Urban Low Medium Residential	Planned Development (Suburban Residential)	n/a	3	0.16	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Residential PD's shall conform to density specified in the General Plan and to zoning district closest to that density (RS)
099 007500306		Urban Low Medium Residential	Planned Development (Suburban Residential)	n/a	3	0.11	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
099 115104400		Urban Low Medium Residential	Suburban Residential	n/a	3	1.00	Vacant	Yes - Current	No - Privately Owned	Available	n/a			2	2	
099 132101300		Urban Low Medium Residential	Planned Unit Development 153-86	n/a	3	0.59	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	

Table A: Housing Element Sites Inventory

Assessor Parcel Number	Consolidated Sites	General Plan Designation (Current)	Zoning Designation (Current)	Minimum Density Allowed (units/acre)	Max Density Allowed (units/acre)	Parcel Size (Acres)	Existing Use/ Vacancy	Infra-structure	Publicly- Owned	Site Status	Identified in Last/Last Two Planning Cycle(s) [Lower Income Only]	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Optional Information1
097 009602700		Urban Medium Residential	T3 Neighborhood	n/a	4.5	0.20	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
098 038700201		Urban Medium Residential	Residential Low Density	n/a	4.5	0.10	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
098A040302009		Urban Medium Residential	Residential Low Density	n/a	4.5	0.23	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
098A040500900		Urban Medium Residential	Residential Low Density	n/a	4.5	0.14	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
099 019202400		Urban Medium Residential	Residential Low Density	n/a	4,5	0.26	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
099 031105001		Urban Medium Residential	Residential Low Density	n/a	4.5	0.16	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
099 031105002		Urban Medium Residential	Residential Low Density	n/a	4.5	0.14	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
099 108209000		Urban Medium Residential	Residential Low Density	n/a	4.5	0.15	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
097 002600502		Urban Medium-High Residential	T3 Neighborhood	n/a	6	0.11	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
097 004900504		Urban Medium-High Residential	T3 Neighborhood	n/a	6	0.17	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
097 010201200		Urban Medium-High Residential	T3 Neighborhood	n/a	6	0.11	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Min./Max. lot size standards permit only 1 unit.
098 029000416		Urban Medium-High Residential	Residential Low Density	n/a	6	0.57	Vacant	Yes - Current	No - Privately Owned	Available	n/a			2	2	Development would require access from front parcel.
098 034909502		Urban Medium-High Residential	T3 Neighborhood	n/a	6	0.24	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	Access available via N Street.
098A041400400		Urban Medium-High Residential	Residential Low Density	n/a	6	0.10	Vacant	Yes - Current	No - Privately Owned	Available	n/a			1	1	
099 005100302		Urban Medium-High Residential	Suburban Residential	n/a	6	0.61	Vacant	Yes - Current	No - Privately Owned	Available	n/a			2	2	Target lot size permits s maximum of 3 units.
098 025602700		Urban High Residential	Suburban Multiple Residential-12	n/a	14	1.40	Vacant	Yes - Current	No - Privately Owned	Available	n/a			15	15	
098 023100800		Urban High Residential (UH-2)	T4 Neighborhood	n/a	14	0.17	Vacant	Yes - Current	No - Privately Owned	Available	n/a		1		1	Minimum lot size in zoning district permits only 1 lot with 2 units.
098A061000200		Urban High Residential (UH-2)	Planned Development	n/a	14	0.39	Vacant	Yes - Current	No - Privately Owned	Pending Project	n/a		4		4	Residential PD's shall conform to density specified in the General Plan and to zoning district closest to that density (RM). Active application for housing on this site but no building permits issued.
098A061000400		Urban High Residential (UH-2)	Planned Development	n/a	14	0.18	Vacant	Yes - Current	No - Privately Owned	Available	n/a		2		2	Residential PD's shall conform to density specified in the General Plan and to zoning district closest to that density (RM).
098 022700300		Urban High Residential	T4 Neighborhood	n/a	14	0.11	Vacant	Yes - Current	No - Privately Owned	Available	n/a		1		1	Lot size can only accommodate single unit.
099 132502202		Low-Intensity Industrial/Urban High Residential	Planned Development R 16-001	n/a	18	2.95	Vacant	Yes - Current	No - Privately Owned	Available	n/a		35	16	51	Arroyo Vista Neighborhood Plan
099 132502300		Low-Intensity Industrial/Urban High Residential	Planned Development R 16-001	n/a	18	4.75	Vacant	Yes - Current	No - Privately Owned	Available	n/a		56	25	81	Arroyo Vista Neighborhood Plan
099 132503004		Low-Intensity Industrial/Urban High Residential	Planned Development R 16-001	n/a	18	4.92	Vacant	Yes - Current	No - Privately Owned	Available	n/a		58	26	84	Arroyo Vista Neighborhood Plan
099 132502902		Low-Intensity Industrial/Urban High Residential	Planned Development R 16-002	n/a	18	3.22	Vacant	Yes - Current	No - Privately Owned	Available	n/a		38	17	55	Arroyo Vista Neighborhood Plan
099 132502702		Low-Intensity Industrial/Urban High Residential	Planned Development R 16-003	n/a	18	7.21	Vacant	Yes - Current	No - Privately Owned	Available	n/a		86	37	123	Arroyo Vista Neighborhood Plan
099 132508900		Low-Intensity Industrial/Urban High Residential	Planned Development R 16-004	n/a	18	5.87	Vacant	Yes - Current	No - Privately Owned	Available	n/a		70	31	101	Arroyo Vista Neighborhood Plan
902 000800202	A	Urban High Residential	Planned Development R 18-003	n/a	18	34.04	Vacant	Yes - Current	No - Privately Owned	Available	n/a		186		186	186 units allowed under this PD
099 002300800	A	Urban High Residential	Planned Development R 18-003	n/a	18	1.21	Vacant	Yes - Current	No - Privately Owned	Available	n/a		0		0	Combine this parcel with APN above

Table A: Housing Element Sites Inventory

Assessor Parcel Number	Consolidated Sites	General Plan Designation (Current)	Zoning Designation (Current)	Minimum Density Allowed (units/acre)	Max Density Allowed (units/acre)	Parcel Size (Acres)	Existing Use/ Vacancy	Infra-structure	Publicly- Owned	Site Status	Identified in Last/Last Two Planning Cycle(s) [Lower Income Only]	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Optional Information1
098 029800500		Urban Medium-High Residential	T3 Neighborhood	n/a	6	0.11	Vacant	Yes - Current	No - Privately Owned	Available	n/a		1		1	
098 021300305		Urban High Residential	T4 Neighborhood	n/a	18	0.11	Vacant	Yes - Current	No - Privately Owned	Available	n/a		1		1	
098 021300306		Urban High Residential	T4 Neighborhood	n/a	18	0.11	Vacant	Yes - Current	No - Privately Owned	Available	n/a		1		1	
098 021300303		Urban High Residential	T4 Neighborhood	n/a	18	0.17	Vacant	Yes - Current	No - Privately Owned	Available	n/a		2		2	
098 034602200		Urban High Residential	T4 Neighborhood	n/a	18	0.16	Vacant	Yes - Current	No - Privately Owned	Available	n/a		2		2	
098 034602100		Urban High Residential	T4 Neighborhood	n/a	18	0.14	Vacant	Yes - Current	No - Privately Owned	Available	n/a		2		2	
098 035100605		Neighborhood Mixed Medium Density	Neighborhood Mixed Use	n/a	24	5.70	Strip mall with a lot of parking lot area	Yes - Current	No - Privately Owned	Available	n/a		91		91	Realistic capacity is based on a prior application for this site that is dormant right now.
097 014301905		Office Commercial	Commercial Office	n/a	18	13.29	Retail/commercial with a large vacant portion of the parcel	Yes - Current	No - Privately Owned	Pending project	n/a		84		84	The northern part of this parcel will be redeveloped for senior assisted living for 128 people. Will be 84 apartments units. Building permits have not been issued. Realistic capacity is based on the developable portion of the parcel and the proposed project.
097 001300900		Downtown Area	Downtown Specific Plan - Downtown Core	30	55	0.05	Vacant	Yes - Current	Yes - City-Owned	Available	n/a		2		2	
097 000102202		Downtown Area	Downtown Specific Plan - Downtown Core	30	55	0.04	Vacant	Yes - Current	No - Privately Owned	Available	n/a		1		1	
097 001400504		Downtown Area	Downtown Specific Plan - Downtown Core	30	55	0.05	Vacant	Yes - Current	No - Privately Owned	Available	n/a		2		2	
097 001500800		Downtown Area	Downtown Specific Plan - Downtown Core	30	55	0.12	Vacant	Yes - Current	No - Privately Owned	Available	n/a		5		5	
098 027501305	C	Downtown Area	Downtown Specific Plan - Transit Gateway	15	37	0.16	Vacant	Yes - Current	No - Privately Owned	Pending Project	n/a		3		3	Housing project approved for this site and the parcel around it. No building permits issued yet. Realistic capacity and income category based on City staff input.
098 027501403	C	Downtown Area	Downtown Specific Plan - Transit Gateway	15	37	0.77	Car wash	Yes - Current	No - Privately Owned	Pending Project	n/a		14		14	This parcel goes with the one above. No building permits issued yet. Realistic capacity and income category based on City staff input.
098 028100900		Downtown Area	Downtown Specific Plan - Neighborhood North Side	15	24	0.17	Vacant	Yes - Current	No - Privately Owned	Available	n/a		3		3	
098 028101000		Downtown Area	Downtown Specific Plan - Neighborhood North Side	15	24	0.17	Vacant	Yes - Current	No - Privately Owned	Available	n/a		3		3	
097 001800600		Downtown Area	Downtown Specific Plan - Downtown Core	30	55	0.11	Vacant	Yes - Current	No - Privately Owned	Available	n/a		4		4	
099 010003008		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan	Minimum densities are by subarea. See description in Housing Element text.		1.58	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements	1570		1753	3323	Isabel Neighborhood Specific Plan (INSP). Specific Plan was approved in late 2020 and the new zoning was applied. No applications for residential development inside the SP area are approved yet. The target number of residential units is 4,068. 1,570 of those units are assigned to the lower income category based on calculation of minimum units in areas of the neighborhood that have minimum densities higher than 30 du/ac. This parcel and the rest of the INSP parcels listed below are those that allow for residential development in the SP.
099 010001830		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			10.31	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP

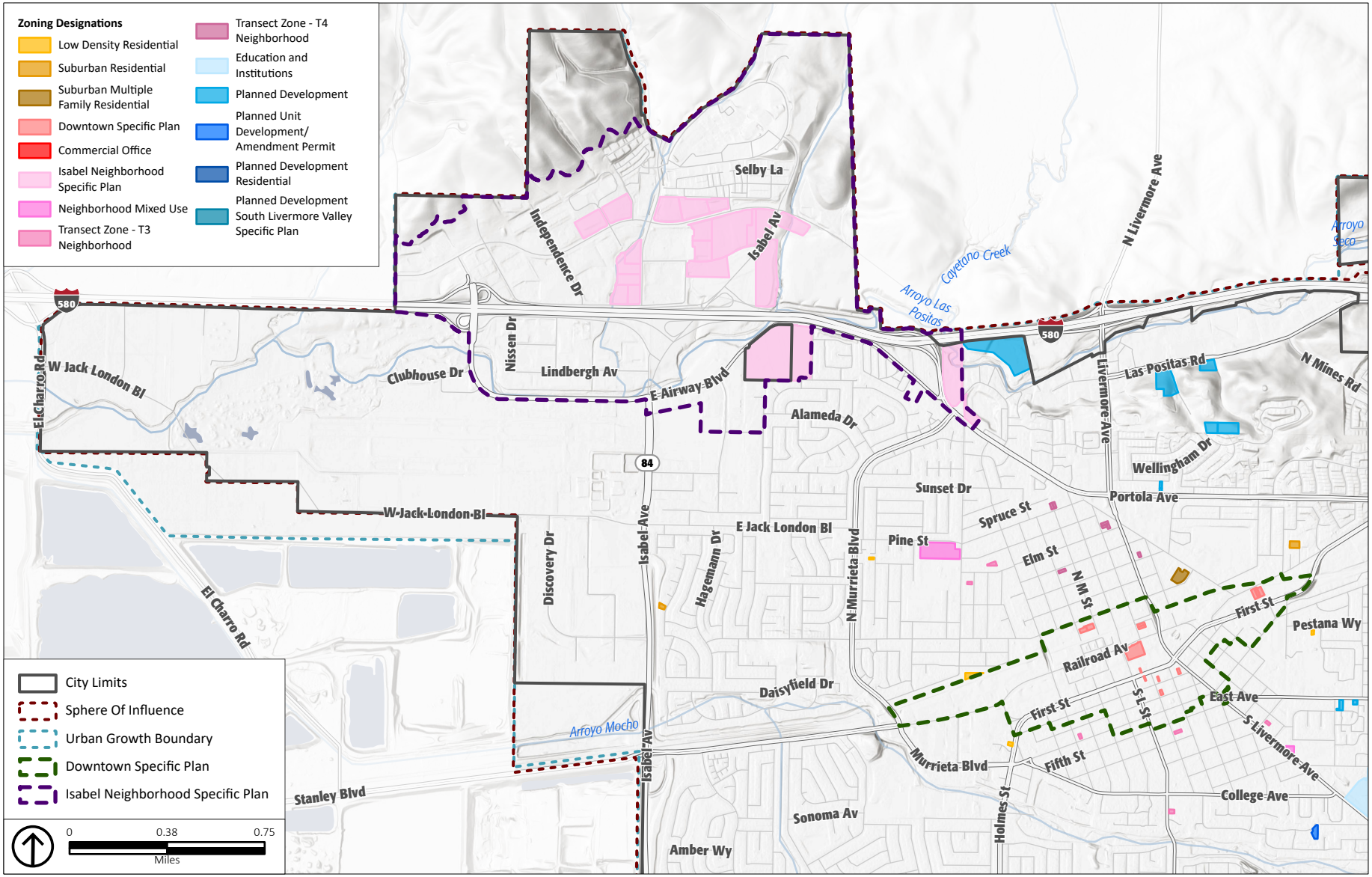
Table A: Housing Element Sites Inventory

Assessor Parcel Number	Consolidated Sites	General Plan Designation (Current)	Zoning Designation (Current)	Minimum Density Allowed (units/acre)	Max Density Allowed (units/acre)	Parcel Size (Acres)	Existing Use/ Vacancy	Infra-structure	Publicly- Owned	Site Status	Identified in Last/Last Two Planning Cycle(s) [Lower Income Only]	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Optional Information1
099 134409100		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			9.96	self-storage	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
099 133102800		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			21.10	Agriculture and low density residential	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001003704		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			11.66	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001400400		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			3.84	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001005000		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			4.60	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001005100		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			0.13	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001004900		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			2.28	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001004800		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			14.06	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001005300		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			6.55	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001004700		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			3.51	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001004600		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			3.53	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001002800		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			2.43	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001002900		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			4.97	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
903 001003000		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			5.54	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
905 001000403		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			5.27	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
905 001000600		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			4.93	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
905 001500800		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			2.66	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
905 001502900		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			3.03	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
905 001502800		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			2.35	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
905 001502600		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			2.81	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
905 001502700		Isabel Neighborhood Specific Plan	Isabel Neighborhood Specific Plan			2.24	Vacant	Yes - Current	No - Privately Owned	Available	Not Used in Prior Housing Elements				0	INSP
099 095000802		Urban High Residential	Planned Development 18-004		55	3.50	Civic uses and large vacant area on northeast side of parcel that is pending development as housing. Subdivision of that parcel is also pending.	Yes - Current	Yes - City-Owned	Pending project	Not Used in Prior Housing Elements	140			140	The area to the northeast of the solar field was recently rezoned for an affordable senior housing development. Newly created parcel number will be included when it is available. Realistic unit number is based on the approved project.
098 028902200		Downtown Area	Downtown Specific Plan - Downtown Core	30	55	2.08	Vacant	Yes - Current	No - Privately Owned	Pending Project	Not Used in Prior Housing Elements	130			130	Entitled for 130 low income units. No building permits issued. Realistic unit number is based on the entitled project.

Table A: Housing Element Sites Inventory

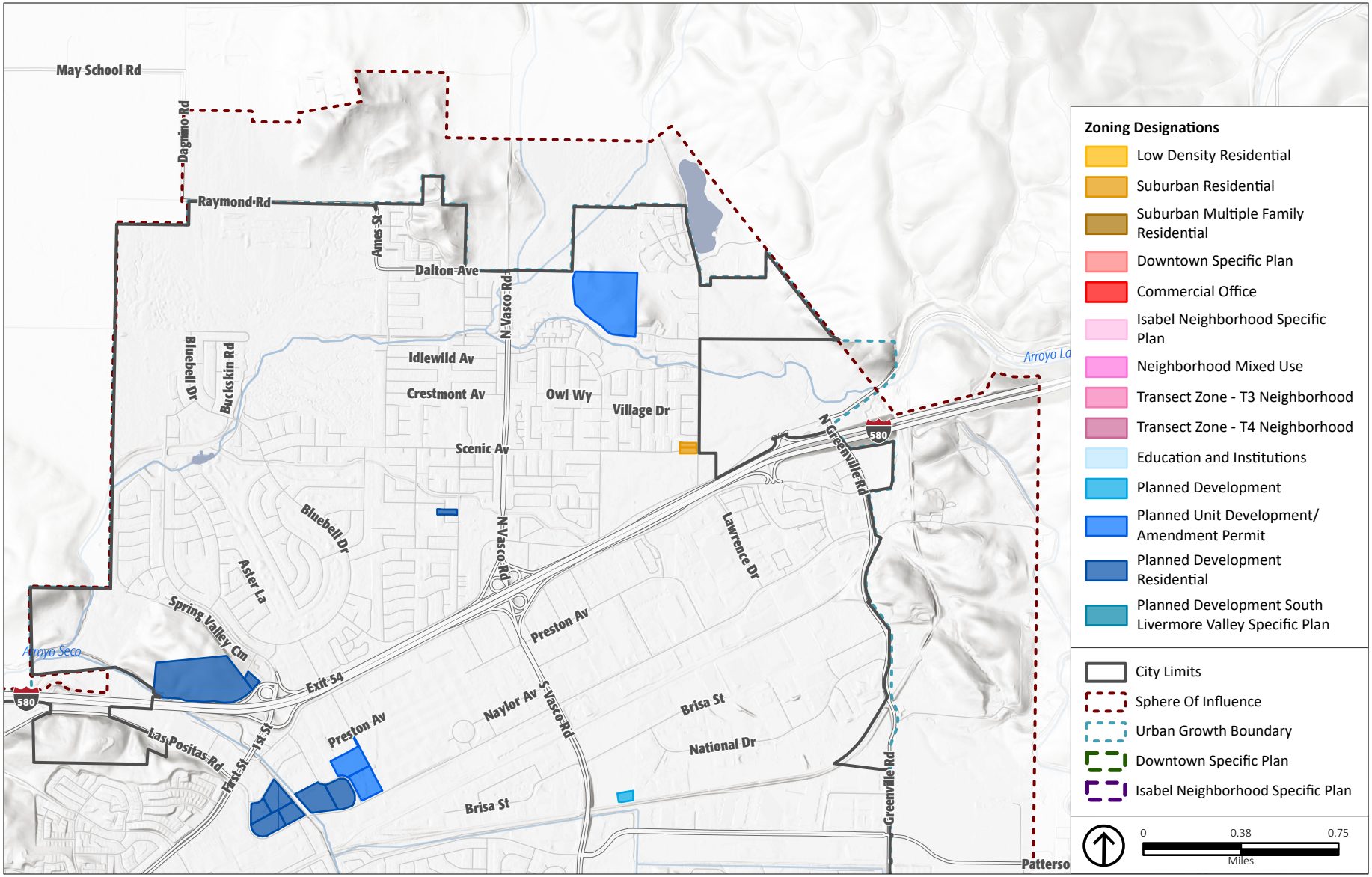
Assessor Parcel Number	Consolidated Sites	General Plan Designation (Current)	Zoning Designation (Current)	Minimum Density Allowed (units/acre)	Max Density Allowed (units/acre)	Parcel Size (Acres)	Existing Use/ Vacancy	Infra-structure	Publicly- Owned	Site Status	Identified in Last/Last Two Planning Cycle(s) [Lower Income Only]	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Optional Information1
098 025000204	B	Downtown Area	Downtown Specific Plan - Neighborhood North Side	15	24	0.29	Parking lot	Yes - Current	Yes - City-Owned	Available	Not Used in Prior Housing Elements	5			5	City-owned former RDA site. Designated as housing assets site and will be developed with 100% affordable housing, that is why the site is included for lower RHNA even though max density is 24 du/ac. City expects to release RFQ later this year to develop. Combined with APN below.
098 025000103	B	Downtown Area	Downtown Specific Plan - Neighborhood North Side	15	24	0.34	Auto body shop and parking	Yes - Current	Yes - City-Owned	Available	Not Used in Prior Housing Elements	6			6	City-owned former RDA site. Designated as housing assets site and will be developed with 100% affordable housing, that is why the site is included for lower RHNA even though maximum density is 24 du/ac. City expects to release RFQ later this year to develop. Combined with APN above
099 132508500		Low-Intensity Industrial/Urban High Residential (UH-5b)	Planned Unit Development 246-81	30	38	6.18	Vacant	Yes - Current	No - Privately Owned	Available	Used in Prior Housing Element	211			211	
099 132501200		Low-Intensity Industrial/Urban High Residential (UH-5b)	Planned Unit Development 246-81	30	38	6.68	Vacant	Yes - Current	No - Privately Owned	Available	Used in Prior Housing Element	228			228	
099B576001000		Low-Intensity Industrial/Urban High Residential (UH-5b)	I-4	30	38	1.40	Vacant	Yes - Current	Yes - City-Owned	Available	Used in Prior Housing Element	47			47	
												2337	**758**	**2058**	**5153**	

PLACEWORKS



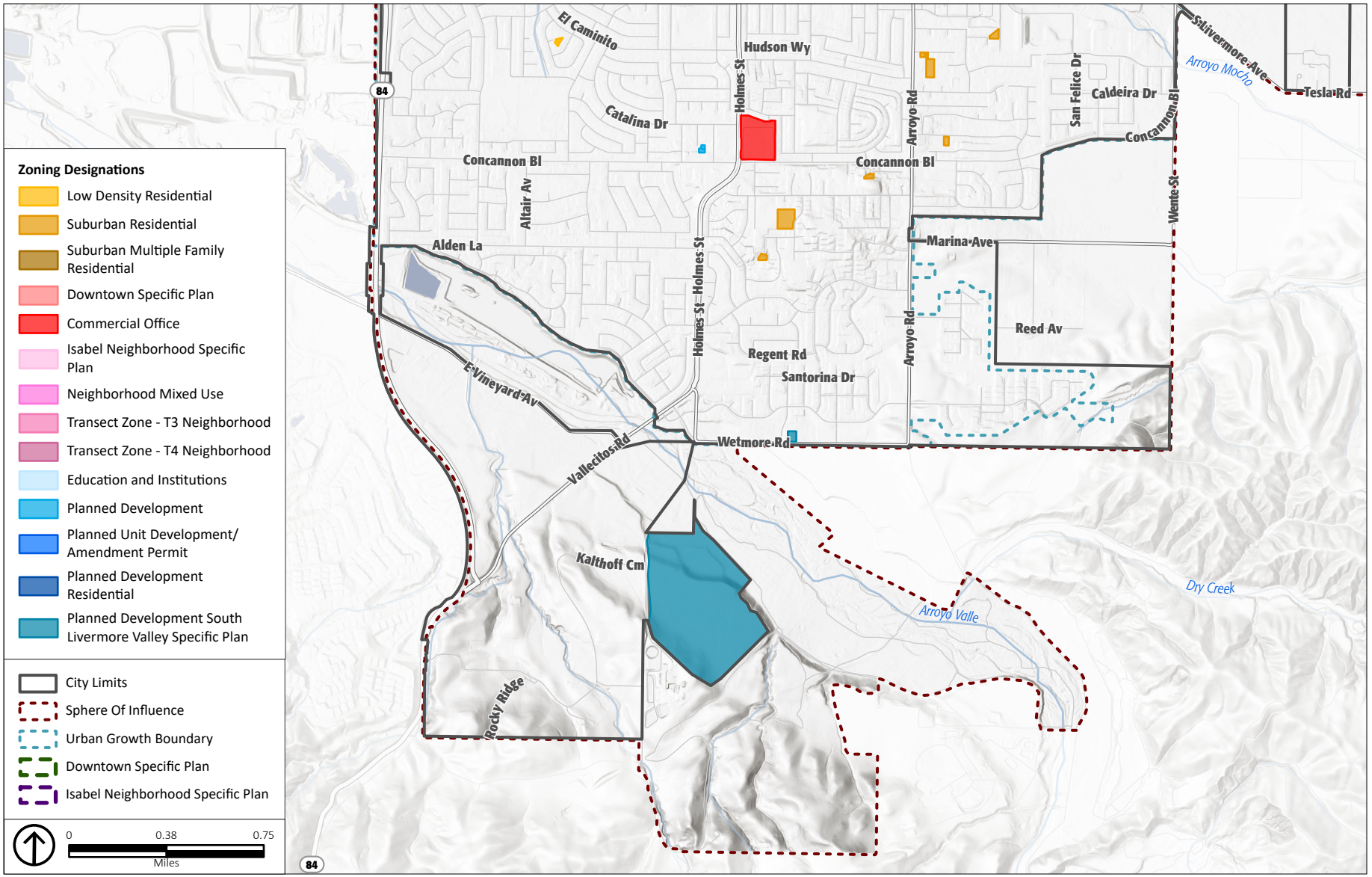
Source: City of Livermore, 2021; Esri, 2021; PlaceWorks, 2022.

Figure A-1a
Citywide Sites Inventory (Northwest)



Source: City of Livermore, 2021; Esri, 2021; PlaceWorks, 2022.

Figure A-1b
Citywide Sites Inventory (Northeast)

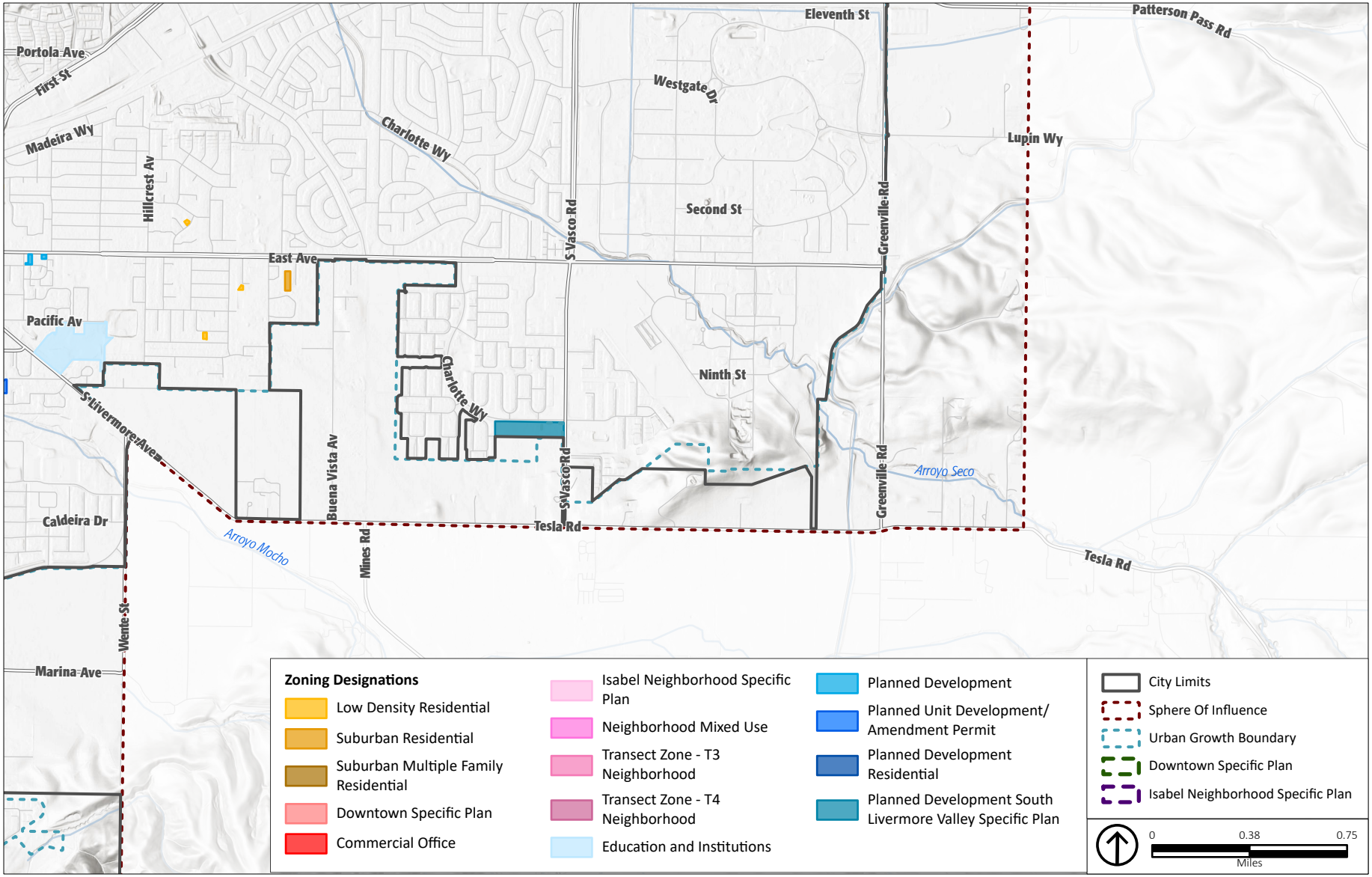


Source: City of Livermore, 2021; Esri, 2021; PlaceWorks, 2022.

Figure A-1c

Citywide Sites Inventory (Southwest)

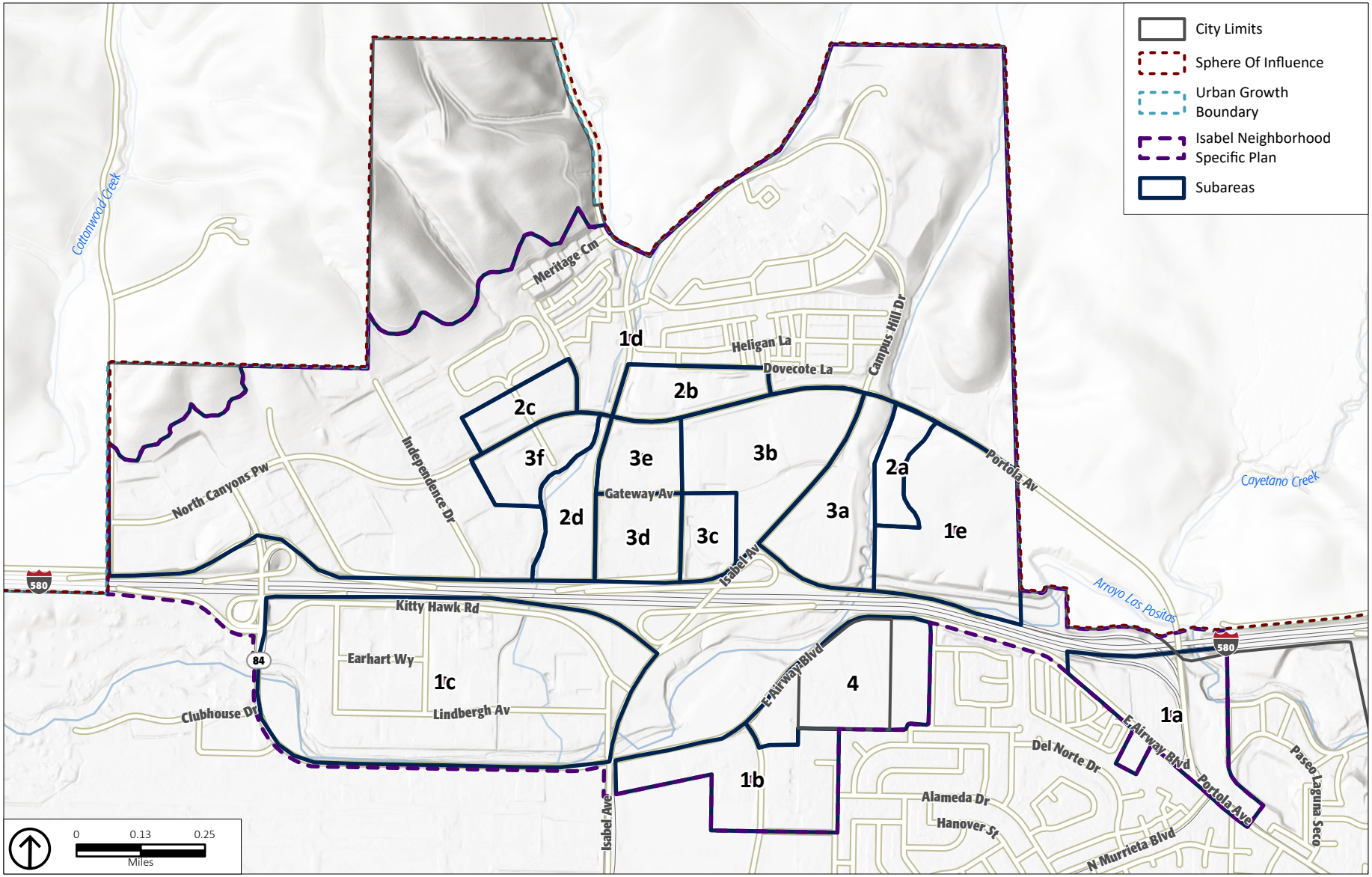
PLACEWORKS



Source: City of Livermore, 2021; Esri, 2021; PlaceWorks, 2022.

Figure A-1d
Citywide Sites Inventory (Southeast)

PLACEWORKS



Source: City of Livermore, 2021; Esri, 2021; PlaceWorks, 2022.

Figure A-2
Isabel Neighborhood Specific Plan

Appendix B - Review of Previous

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APPENDIX B: REVIEW OF PREVIOUS HOUSING ELEMENT PROGRAMS

Housing Program	*Progress?*	*Continue/Modify/Delete*
GOAL 1: DIVERSITY OF HOUSING CHOICE		
Policy 1.1: Develop and maintain an inventory of land with adequate densities and development standards to meet the Regional Housing Needs Allocation (RHNA) in all income categories.		
Program 1.1.1: Land Inventory		
Develop a land inventory that provides sufficient sites to meet the Regional Housing Needs Allocation (RHNA) of 2,729 units (839 very-low, 474 low, 496 moderate-income, and 920 above moderate). Timeframe: Completed for the 2015-2022 Cycle Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is complete. In March 2015, the City adopted an updated Housing Element for the 2015-2022 cycle that included a Land Inventory with sufficient sites to meet the RHNA. HCD certified the Housing Element on April 20, 2015.	Delete.
In the event that a site included in the City's land inventory is developed commercially or with other non-residential uses, identify an additional site with the same or more capacity as the previous site. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. No sites listed in the Land Inventory were redesignated to a nonresidential use in the planning period.	Amend and continue.
Should a proposed density reduction decrease the number of units below the City's RHNA for the Housing Element period, identify additional sites/units to ensure the RHNA can still be met. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The City did not process any projects in the planning period that would decrease the number of units below the City's RHNA.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Maintain a file in the Planning Division of vacant residential acreage to assist developers in identifying land suitable for single-family and multi-family residential development. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The Land Inventory is available to prospective home builders. An electronic map will be prepared moving forward.	Combine with subelement below, amend and continue.
Maintain maps indicating current zoning as well as public facilities and services to these sites. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The zoning map is available on the City's website. The City's GIS system provides updated general plan and zoning information and map layers of the location of public facilities and services available to residential sites. The City made some of the GIS layers publicly accessible in 2017.	Combine with subelement above and continue.
Monitor on an annual basis the development of underutilized or vacant residential sites identified to meet the RHNA. Timeframe: Annually Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	Underutilized or vacant residential sites identified to meet the RHNA were monitored for development each year as part of the Annual Progress Report.	Delete, this will be captured in other subelements above.
Following future amendments to the General Plan's Safety Element, ensure consistency with the Housing Element, including the land inventory. Timeframe: As needed Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The Safety Element was updated in 2018 to include a new goal, objectives, and policies relating to and supporting the Tri-Valley Hazard Mitigation Plan. The goal, objectives, and policies address natural hazard mitigation and protecting people, property, and the environmental from natural hazards. The Safety Element is being updated as part of the General Plan update.	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Policy 1.2: Facilitate the development of a range of housing types through area planning efforts and the Development Code.		
Program 1.2.1: Implementation of the General Plan, Downtown Specific Plan, and Development Code		
Continue to update and amend the General Plan as needed and appropriate to provide a range of housing types, densities, and affordability levels. Timeframe: As projects are proposed; reviewed annually Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. In 2015, the City a amended the General Plan for The Vines by Ponderosa prorejct, which involved changing the land use designation from a mixed-use commercial category to the residential-only "Urban High Residential" (UH-2) designation with a density range of 8 to 14 dwelling units per acre. In 2016, the City amended the General Plan to allow residential use and increased density for The Central Crossing project by Signature Homes. This project involved changing the land use designation on a portion of the site from Urban Medium Residential (UM) and Service Commercial (SC) to the UH-2 designation. The City amended the General Plan in 2017 to allow residential use and increased density in an area previously designated for commercial use only. The 24-acre area, referred to as the First Street Transitional area, now has a dual land use designation of SC and UH-2. In 2020, the City amended the General Plan to redesignate a portion of the Civic Center site to allow the development of an affordable senior housing project. The new Urban High Residential designation allows a density range of 38 to 55 dwellings per acre. A comprehensive General Plan Update is currently underway.	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Continue to update and amend the Downtown Specific Plan as needed and appropriate to facilitate downtown revitalization, the provision of affordable housing, and mixed-use development. Timeframe: As projects are proposed; reviewed annually Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. In 2018, the City continued its downtown redevelopment efforts by approving a conceptual plan with a variety of amenities, including 130 units of affordable workforce housing. The City adopted Downtown Specific Plan amendments to facilitate the redevelopment plan in 2020.	Continue.
Analyze potential Development Code updates that would expand opportunities for attached housing (e.g., small apartment complexes) and smaller unit types (e.g., studios and cottages). Timeframe: By 2017 Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The City updated the Accessory Dwelling Unit (ADU) standards in 2018 and 2019 and the Density Bonus standards in 2019. Staff implemented the new State ADU standards to comply with the State code.	Continue.
Evaluate specific barriers to residential development of small properties. Timeframe: By 2017 Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	Staff will explore options to remove barriers to the development of small properties as part of the current General Plan update effort.	Amend and continue.
Program 1.2.2: Isabel BART Station Specific Plan		
Develop a Specific Plan for the area surrounding the future Isabel BART Station, and revise the General Plan and Zoning designations accordingly to allow for residential transit-oriented development. Timeframe: By 2017 Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	Complete. In 2018, City Council approved the Isabel Neighborhood Specific Plan (INSP).However, the INSP approval was contingent upon the approval of the BART extension to Livermore, which was not approved by the BART Board of Directors. Staff coordinated with a new Regional Rail Authority to establish the Valley Link	Delete.

Housing Program	*Progress?*	*Continue/Modify/Delete*
	connection to BART and revised the INSP within this new context. Council adopted the revised INSP in 2020, which allows for approximately 4,000 new dwelling units in a range of attached housing types	
Program 1.2.3: Mobile and Manufactured Homes		
Continue to allow mobile and manufactured homes that meet State and City codes, as well as the City's design review requirements, in all residential districts. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: 40 new mobile or manufactured homes over the next 8 years	This program is ongoing. Two new mobile homes and several manufactured ADUs were built during the planning period.	Amend and continue.
Program 1.2.4: Secondary Dwelling Units		
Continue to encourage the development of secondary dwelling units by exempting them from certain development impact fees. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The City waived the Traffic Impact Fee (TIF), Downtown Revitalization Fee, and Parks Facility Fee for ADUs. The City issued permits for 60 ADUs in 2021, 39 ADUs in 2020, 36 ADUs in 2019, 18 ADUs in 2018, 12 ADUs each in 2016 and 2017, 9 in 2015, and 6 in 2014. The City will amend this program to include review of its current ADU standards for compliance with state law. Updates will be made if needed.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Program 1.2.5: Reduce Governmental Constraints		
The City of Livermore facilitates and encourages the development of a variety of housing in the community. The City will monitor its development fees to ensure they are reasonable and do not unduly constrain development, while protecting the quality, health, and public safety of the community. Timeframe: Ongoing; as changes are made to development fees. Make changes as needed Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	Ongoing. As part of the Housing Element update completed in 2015, the City determined that its development impact fees are comparable to nearby jurisdictions with similar markets and are not constraining housing production. The City continued to use various practices to offset potential negative effects of development impact fees on housing development and cost. The City updated its development fees each year during the planning period to reflect cost of living changes, in accordance with local ordinance.	Continue.
Policy 1.3: Encourage the development of housing for individuals with disabilities.		
Program 1.3.1: Licensed Community Residential Care Facilities		
Consistent with State law, continue to allow licensed community residential care facilities serving 6 or fewer persons in all residential districts as a means of providing housing for these special needs groups. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: None required Quantified Objectives: n/a	This program is ongoing. The Livermore Development Code continues to allow licensed community residential care facilities in the residential zoning districts.	Amend and continue
Program 1.3.2: Universal Design		
Continue to include universal design features as project specific criteria to achieve a higher project-specific rating during competitive years of the Housing Implementation Program (HIP). Timeframe: 2017-2019 HIP Program Responsible Agency: Community Development Department Funding: General Fund Quantified Objectives: n/a	The City has discontinued the HIP program. Accommodation of housing units will instead be based on the City's capacity to provide infrastructure and services for new housing. The City will continue to allow and encourage universal design in housing projects.	Delete

Housing Program	*Progress?*	*Continue/Modify/Delete*
Update the City's residential design guidelines and standards to encourage "visitability" and universal design features in new homes. Timeframe: By 2018 Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program has not been implemented. The City intends to update the residential design guidelines and standards as part of the General Plan update and Development Code update..	Continue.
Expand consumer awareness by providing information on universal design features at the City's Permit Center and develop resource information for the City's Permit Center website. Timeframe: By 2018 Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The City has not yet developed Livermore-specific resources on universal design features, but the City does provide information and guidance upon request at the Permit Center.	Continue.
Program 1.3.3: Development of Housing Persons with Disabilities		
Continue to provide monetary subsidies to market-rate developers and non-profits to encourage the development of new housing for persons with disabilities, including developmental disabilities, and for the improvement of existing housing. • Seek state and federal funding to increase resources available for this program. Timeframe: As projects are proposed or through annual Housing & Human Services Grant allocation process Ongoing monitoring* Responsible Agency: Community & Economic Development Department Funding: Affordable Housing Fund Quantified Objectives: n/a	In 2015, the City provided Hello Housing, a nonprofit housing development agency, with two loans totaling $1,310,000 as interim financing for acquisition and rehabilitation of a five-unit multifamily property that will be affordable to very-low-income (50% Area Median Income) households. Affordability restrictions are secured through a Regulatory Agreement. The project obtained additional funding through the State Mental Health Services Act for capital improvements. The project was sold to Housing Consortium of the East Bay (HCEB), a California nonprofit public benefit corporation. HCEB assumed a portion of the City's initial loan of $810,000, which will ensure that the project is able to remain affordable for 55 years.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
	In 2017, the City approved development entitlements for MidPen Housing to develop Avance Apartments, 44 units of affordable, services-enriched housing for persons with developmental disabilities. The City provided financial support for acquisition and development of the project through a loan from the City's Affordable Housing Trust Fund of up to $8,003,832. In February 2021, the project closed all necessary financing to begin construction. The City worked with Housing Consortium of the East Bay, a nonprofit developer of disabled/special needs housing, to refinance a private mortgage for shared, permanent housing for two developmentally disabled adults. The City worked with Tri-Valley REACH, a nonprofit operator of disabled/special needs housing, to purchase two units of shared housing for individuals with developmental disabilities and expand a shared home that operates as permanent housing for developmentally disabled adults who are able to live independently. In 2021, eight new HUD Section 811 units in the Chestnut Square Family apartments project were leased to persons with disabilities.	

Housing Program	*Progress?*	*Continue/Modify/Delete*
Consider regulatory incentives for projects targeted for persons with disabilities, including persons with developmental disabilities. Timeframe: Annually, or as projects are proposed Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The next Development Code update process may include an analysis of potential regulatory incentives. The City provided some specific fee reductions for developers of affordable housing, including those targeting persons with disabilities. In addition, recent State law has taken the lead in considering regulatory incentives for housing for persons with physical or mental disabilities. Notably, AB 2162 required local entities to streamline the approval of housing projects containing a minimum amount of Supportive Housing by providing a ministerial approval process, removing the requirement for CEQA analysis and removing the requirement for Conditional Use Authorization or other similar discretionary entitlements granted by the Planning Commission. The City will revise the Development Code to address AB 2162 as part of implementation of a revised version of this program.	Amend and continue.
Support "aging in place" through community design, partnering with organizations that provide support services, and encouraging accessibility improvements to rental housing. Timeframe: Annual renewal of Housing & Human Services Grant funding agreements and as projects are proposed Responsible Agency: Community & Economic Development Department Funding: Affordable Housing Fund Quantified Objectives: n/a	This program is ongoing. The City provided grant funds to several nonprofit agencies that provide senior support and disabled services to individuals: Senior Support Program of the Tri-Valley and Community Resources for Independent Living (CRIL) encourage seniors and disabled persons to age in place and facilitate independent living skills. In 2016, the City contracted with Habitat for Humanity East Bay/Silicon Valley to administer the City's owner-occupied housing rehabilitation program, which assists seniors with home accessibility	Continue.

Housing Program	Progress?	Continue/Modify/Delete
	improvements. In 2019, the City completed the development of the 72-unit Chestnut Senior apartments serving low income seniors. In 2021, the City approved development entitlements for a 140 unit senior project to be developed on Pacific Avenue (Pacific Avenue Senior Apartments), which includes services and amenities for seniors to allow them to live independently and age in place. From January-June 2021, the City contracted with Habitat for Humanity East Bay/Silicon Valley to administer the City's owner-occupied housing rehabilitation program, which assists seniors with home accessibility improvements.	
GOAL 2: WELL MANAGED GROWTH		
Policy 2.1: Encourage the provision of lower income housing, infill development, and mixed-use projects in locations served by existing infrastructure, particularly transit services.		
Program 2.1.1 Housing Implementation Program (HIP)		
Ensure that future HIP programs address the need to provide very low- and low-income housing units (according to the City's RHNA) by establishing sufficient allocations for development of sites identified in the land inventory. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The 2017-2019 HIP included sufficient allocations for development sites identified in the Land Inventory, including 1,566 in the Downtown area. The City has since discontinued the HIP program. Accommodation of housing units will instead be based on the City's capacity to provide infrastructure and services for new housing. The City will continue to encourage and accommodate very-low- and low-income housing.	Delete.
Re-evaluate and continue HIP exemptions as needed to facilitate housing construction, redevelopment, and large scale catalyst projects in the Downtown area. Timeframe: Ongoing	Neither the 2014-2016 HIP nor the 2017-19 HIP put further limitations on growth in the Downtown area. The City has since discontinued the HIP program. Accommodation of housing units will instead be based on the City's capacity to provide	Delete.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	infrastructure and services for new housing. Several projects are underway to redevelop Downtown catalyst sites with housing.	
Continue to allow exemptions from the HIP in conjunction with the TDC Program to encourage infill development. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The 2014-2016 HIP required minimum energy efficiency measures in order to qualify for allocations. Allocations were awarded on a first-come, first-served basis. The 2017-19 HIP continued to allow exemptions in conjunction with the TDC program. The City has since discontinued the HIP program but will continue to encourage infill development.	Delete.
Continue to use emphasized categories during competitive years as a mechanism to encourage infill development, mixed-use (commercial/residential) projects, and lot consolidation for larger projects. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The City has discontinued the HIP program. Accomodation of housing units will instead be based on the City's capacity to provide infrastructure and services for new housing. The City will continue to encourage infill development, mixed-use projects, and lot consolidation for larger projects.	Delete.
Provide information on the HIP on the Community and Economic Development website and conduct outreach to local developers. • Conduct 2-3 developer workshops during the 2015-2022 period. • Conduct outreach at the yearly Real Estate Roundup. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The City discontinued the HIP program. City planning staff is still available to meet and answer questions one-on-one with potential applicants. The City also conducts notification and outreach to local developers.	Delete.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Program 2.1.2 Monitor Infrastructure Needs		
Continue to analyze infrastructure needs and capacity to guide HIP allocations in a manner that balances residential growth with the provision of adequate infrastructure and services. Timeframe: Every three years, as part of HIP process Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The City prepared a "Community Services and Infrastructure Report" (CSIR) every three years in order to ensure the growth rate does not exceed the City's capability to provide services and infrastructure. Previously, this CSIR served as the basis for establishing HIP allocations. The City adopted a new CSIR in 2020, but has discontinued the HIP program.	Amend and continue.
Review infrastructure needs to support intensified development on infill sites within City limits and in the Downtown area; program improvements and upgrades into the City's CIP. Timeframe: Bi-annually, as part of CIP updates Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The City annually reviewed and amended its CIP as needed to accommodate upgrades to support intensified development. The 2017-2019 CIP included funding for Downtown Revitalization Projects such as infill site acquisition, infrastructure for the mixed-use Livermore Village catalyst site, relocation of the Railroad Depot, and demolition of vacant buildings for the purpose of future affordable housing construction.	Continue.
Work with the City's water and sewer provider in order to ensure the availability and adequate capacity of water and wastewater systems to accommodate the housing needs during the planning period • Prioritize proposed developments that include housing affordable to lower-income households. • Provide a copy of the Housing Element and any future amendments to the utility providers immediately after adoption. Timeframe: Ongoing as projects are proposed; as needed for prioritization of proposed developments; after adoption of the Housing Element and as needed for providing a copy of the Housing Element and any future amendments to utility providers	The City evaluated the capacity for water and wastewater systems to accommodate housing needs as part of the Community Services and Infrastructure Report. The City's 2017-2019 CIP included improvements/ upgrades to the sewer system. The City is currently updating its Water Master Plan to evaluate long-term water supply and infrastructure needs. The City continued to work with Cal Water Company during the review of projects within their service area. The City continued to prioritize affordable housing proposals. For example, in January 2017, the City approved the Chestnut Square project, which includes 114 units affordable to lower income seniors and families. In 2021,	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Responsible Agency: Community & Economic Development Department, Public Works Department Funding: General Fund Quantified Objectives: n/a	the City approved entitlements for a 130-unit workforce housing development in the downtown and a 140-unit low income senior housing development on the Civic Center site. It also approved entitlements for a 24-unit low-income housing development. Public infrastructure and services have sufficient capacity to accommodate demands resulting from the projects. The City provided a copy of 2015-2022 Housing Element and amendments to utility providers immediately upon adoption.	
Program 2.1.3 Support Mixed-Use and Transit-Oriented Development		
Promote lot consolidation to increase opportunities for mixed-use development. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: Affordable Housing Fund Quantified Objectives: n/a	This program is ongoing. Following the dissolution of redevelopment agencies, the City continued to explore funding sources to assist with lot consolidation and increase opportunities for mixed-use development in Priority Development Areas (PDAs).	Continue.
Continue to require minimum residential densities in areas designated for transit-oriented, mixed-use development to ensure higher density in these areas. Timeframe: Underway Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. There are minimum residential densities in the Downtown area to support higher density housing in this mixed-use, transit-oriented neighborhood. The City also adopted the Isabel Neighborhood Specific Plan, a PDA to guide development around the proposed Valley Link station. The plan calls for a mix of higher density housing types to take advantage of regional transit access and support Housing Element goals. In addition, the City's Development Code includes form-based zoning for two mixed-use sites that requires a minimum percentage of residential development.	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Continue to use existing density incentives and develop additional incentives to promote mixed-use and more intense residential development near transit. • Identify additional areas served by transit where density incentives should be encouraged. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. For example, the Chestnut Square project used the City's Density Bonus provision to provide affordable rental units. The City continued to explore opportunities for promoting high-density residential development. The City adopted the Isabel Neighborhood Specific Plan, which established a goal for 25 percent of the approximately 4,095 new housing units to be offered at affordable prices/rents, with a project-level minimum of 20 percent. Projects in the Isabel area may also use the City's Density Bonus. The plan provides flexible development standards and parking requirements, allows for master planning across adjacent blocks, and facilitates environmental streamlining as incentives to encourage mixed-use, transit-oriented development. The City continued to consider density incentives for other existing and future Priority Development Areas.	Continue.
GOAL 3: PRODUCTION OF AFFORDABLE HOUSING		
Policy 3.1: Facilitate the production of affordable housing through the regulation of and incentives to new development.		
Program 3.1.1 Inclusionary Housing Ordinance		
Continue to implement the inclusionary housing ordinance. Timeframe: Ongoing; review every 5 years for adjustment to market conditions or as needed/required Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. Approved projects have been providing below market rate units on-site and/or paying in-lieu fees to comply with the inclusionary regulations. It continued to be a major tool in promoting affordable housing production in the city. During the planning period, a total of 56 inclusionary units were built and sold to low- and moderate-income households as part of the Auburn Grove, Meridian Station, Artero, Central Crossings, Sonoma School site, and Vines projects.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Continue to require developers to identify the location of inclusionary units. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing as part of the entitlement process for development projects.	Amend and continue.
Update feasibility analysis of inclusionary housing ordinance to reflect current market conditions. As part of feasibility study the City will evaluate the must-build component of the inclusionary Housing Ordinance to allow developers to choose one of the alternative means of compliance without discretionary review by the City Council. Timeframe: By 2019; review every 5 years for adjustment to market conditions or as needed/require Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is complete. The 2013 Residential Nexus Analysis and 2013 Financial Feasibility Analysis demonstrated the direct impact of homebuilding on the need for additional affordable housing, and the inclusionary housing must-build requirement for ownership housing was reinstated in 2015. Concurrently, the In-Lieu fee was adjusted to a square-footage basis per the Market Feasibility Study. The updated fee became effective January 1, 2015. In 2021, the City reinstated the must-build requirement for rental developments in compliance with AB 1505.	Delete.
Program 3.1.2 Density Bonuses and Incentives		
Continue to ensure new residential projects are consistent with current State Density Bonus regulations. Timeframe: Ongoing. Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The City updated the Development Code to be consistent with State Density Bonus regulations in 2019. The City reviews requests for Density Bonuses during the development review process. The City will continue to update its Density Bonus regulations to comply with recent updates to State Density Bonus law.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Continue to encourage the use of both the State Density Bonus Program and the City's density incentives for senior and very-low income housing. Timeframe: Ongoing. Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The affordable Chestnut Square project and the Vineyard 2.0 project used a Density Bonus to provide affordable rental units.	Amend and continue.
Policy 3.2: Actively pursue and utilize a variety of funding resources and public/private partnerships in the development or purchase of housing affordable to lower and moderate-income households.		
Program 3.2.1 Affordable Housing Fund		
Continue to use the Affordable Housing Fund to provide affordable housing opportunities for lower income households. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: Affordable Housing Fund Quantified Objectives: Assist in the development of an average of 10 to 15 lower-income units annually	This program is ongoing. The City has utilized its Affordable Housing Fund (which includes Housing Impact Fees and Inclusionary "In-Lieu" Fees) to secure key sites for future new affordable units. The City worked with MidPen Housing Corporation to complete the development of the five-acre Chestnut Square project site. The City acquired and assembled the site using the Affordable Housing Fund and the dedication of property as part of an Affordable Housing requirement. Chestnut Square includes 114 rental units that are affordable to lower-income seniors and families, and a mixed-income component of 44 market-rate townhouses to help finance the affordable project and increase the range of homeownership opportunities in the Downtown area. In 2017, the City also provided an acquisition and development loan to Housing Consortium of the East Bay to purchase and develop a site that will provide up to 24 units of supportive housing and approximately 10,000 s.f. of commercial space for a resource center serving persons who are	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
	homeless and a commercial food kitchen that will benefit food insecure people in Livermore. In 2018, the City provided a predevelopment loan to Eden Housing for site planning for a 130-unit affordable, workforce housing project in the Downtown Plan area. The City provided an acquisition and development loan to MidPen Housing for the Avance project, which provides affordable housing for developmentally disabled persons.	
Continue to apply the Low-Income Housing Impact fee to generate funds for the Affordable Housing Fund. Timeframe: Ongoing; as projects are proposed Responsible Agency: Community & Economic Development Department Funding: General Fund (staff time to administer) Quantified Objectives:	This program is ongoing. For example, the City generated $1,814,750.78 in 2018 and $394,483.82 in 2019.	Continue.
Continue to allow the payment of In-lieu fees as an alternative compliance method under the Inclusionary Housing Ordinance (with City Council approval). Timeframe: Ongoing; as projects are proposed Responsible Agency: Community & Economic Development Department Funding: General Fund (staff time to administer) Quantified Objectives:	This program is ongoing. For example, the proposed Lassen Road project (186 units) will use a combination of on-site affordable units and paying in-lieu fees to comply with the Inclusionary Housing policy, in accordance with a development agreement. In addition, the approved Brisa Neighborhood project (465 units) used a combination of subsidizing on-site units and paying in-lieu fees to comply with the Inclusionary Housing policy, in accordance with a development agreement. Garaventa Hills, approved for 41 single family homes, also used an on-site/fee combination to satisfy the project's affordable housing requirement.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Review the In lieu and Low Income Housing Impact fees as major changes occur in the housing market and adjust if warranted. Timeframe: By 2018, ongoing, monitor the feasibility of reinstituting an impact fee for rental units as the market develops/ improves. Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives:	The housing in-lieu fee was increased annually throughout the planning period, through an annual adjustment to address market conditions, with the intent to make the fee comparable to building of an affordable unit, and thereby promoting inclusionary housing.	Amend and continue.
Explore additional funding sources and opportunities to leverage existing funding to increase resources for affordable housing programs. Timeframe: Ongoing monitoring (see Program 1.3.3) Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives:	This program is ongoing. City staff received training on HCD's Affordable Housing and Sustainable Communities Program (AHSC) as a potential source of funding. Staff applied to HCD for the Local Housing Trust Fund Program and the Permanent Local Housing Allocation (PLHA) Program to leverage City funding for projects in 2020. The City has designated three Priority Development Areas (PDAs) under the regional Sustainable Communities Strategy (Plan Bay Area), which may provide additional opportunities. Throughout the planning period, City staff worked with local developers and Alameda County to submit applications and secure funding from Measure A1 Housing Bond Funds and the Livermore Housing Authority and submit applications for HCD's TOD Program.	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Program 3.2.2 Acquire Land for Affordable Housing		
Utilize a variety of funding sources to increase the City's inventory of City-controlled properties to be set aside for future development of affordable housing. • Continue to allow land dedication as an alternative compliance method under the Inclusionary Housing Ordinance (with City Council approval). Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: Affordable Housing Fund, CDBG, and HOME. Quantified Objectives: n/a	The City currently owns five project sites for the future development of affordable housing. The City entered into an ENRA for its Pacific Avenue site, and City staff worked with the nonprofit development team of SAHA/Interfaith on entitlements for the Pacific Avenue site to develop 140 units of senior housing.	Continue.
Program 3.2.3 Partner with Affordable Housing Developers		
Coordinate with nonprofit housing developers and applicable federal, state and regional agencies to facilitate the development of quality affordable housing. Timeframe: Ongoing; as projects are proposed Responsible Agency: Community & Economic Development Department Funding: General Fund (staff time) Quantified Objectives: n/a	This program is ongoing.	Amend and continue.
Continue to foster relationships with nonprofit housing developers active in the region. Timeframe: Ongoing; as opportunities arise ** Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	City staff sent out Requests for Proposals (RFPs) for partnerships as City-owned site development opportunities arose and as projects proposed support from the City's Affordable Housing Fund. Staff also communicated with developers and housing services providers via participation in community-based and regional committees to address housing needs. The City entered into an ENRA for its Pacific Avenue site, and City staff worked with the nonprofit development team of	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
	SAHA/Interfaith on entitlements for the Pacific Avenue site to develop 140 units of senior housing.	
Program 3.2.4 Conversion of Market-Rate to Affordable Units		
Continue to provide financial resources to non-profit organizations to convert and increase the existing affordable housing stock. Timeframe: Ongoing; with monthly coordination with non-profit development partners to identify potential properties Responsible Agency: Community & Economic Development Department Funding: Affordable Housing Fund Quantified Objectives: Assist in the conversion of 2 to 3 units from market-rate to affordable per year	In 2014, the City provided Hello Housing with two loans to acquire and rehabilitate a five-unit multifamily property for affordable housing (see Program 1.3.3 for details). In 2020, the City joined as an additional member to the joint powers authority established by CalCHA for the purpose of acquiring market rate housing and converting it to low- to moderate-income restricted housing. Through this partnership, CalCHA acquired a 162-unit project in August 2020 for rehabilitation and conversion to low- and middle-income restricted housing.	Continue.
Program 3.2.5 Subsidies and Incentives		
Continue to provide subsidies to affordable housing projects, prioritizing those that provide the greatest level of affordability and serve special needs households. • Consider fee waivers for affordable units, direct subsidy through the Affordable Housing Fund, or providing land reserved for affordable housing. Timeframe: Ongoing; as opportunities arise and through annual Housing & Human Services Grant allocation process Responsible Agency: Community & Economic Development Department Funding: Affordable Housing Fund Quantified Objectives: n/a	This program is ongoing. The City continued to provide subsidies to projects that meet city goals to provide affordable housing. The City provided subsidies to six affordable housing projects in the planning period: the Chestnut Square project, the Avance project, the Vineyard housing/community facility project, the Downtown Workforce Housing project, and two City-owned single family homes sold to Tri-Valley REACH for the purposes of shared housing for adults with developmental disabilities. (See programs 1.3.3 and 3.2.1 for more detail.) The Chestnut Square project will provide affordable rental units for seniors and families with very low and low incomes, disabled persons and 15 homeless households. The Avance project includes 44 units of affordable, services-enriched	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
	housing for persons with developmental disabilities. The Vineyard project will serve formerly homeless households, including persons with disabilities. The City also applied waivers and exemptions in impact fees for affordable housing project for the Chestnut Square and Avance projects.	
Continue to allow the HIP exemption for projects with at least 35% very-low income units; emphasize affordable projects during competitive years. Timeframe: Ongoing; as projects are proposed Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The City continued to allow the HIP exemption for qualifying projects until the HIP cycle was discontinued after the 2017-2019 HIP. The City no longer has competitions.	Delete.
Continue to allow developers of affordable units to amortize the payment of applicable development impact fees over time to help meet affordable housing targets. Timeframe: Ongoing; as projects are proposed Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing.	Continue.
Continue to meet regularly with developers to discuss incentive opportunities and provide information at workshops. Timeframe: Ongoing; annually at a minimum Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing.	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Program 3.2.6 Public Outreach		
Improve communication with the public to increase awareness of policies, programs, and permit processes that support the production of affordable housing. Timeframe: Ongoing; monthly participation in community based meetings to distribute info Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. Staff continued to coordinate on improving access via the traditional methods of developer contact to increase knowledge of incentives available for projects that support the inclusion of affordable housing.	Amend and continue.
Policy 3.3: Provide housing assistance to lower and moderate-income households and other households with special needs.		
Program 3.3.1 First-Time Homebuyer Down Payment Assistance Program		
Continue to provide mortgage assistance for down payment, closing costs, and secondary financing to low- and moderate-income first-time homebuyers. Timeframe: 2015 through 2022 Responsible Agency: Community & Economic Development Department Funding: Affordable Housing Fund Quantified Objectives: Continue to provide First-Time Homebuyer Down Payment Assistance to an average of 10-15 low and moderate-income households annually	This program is ongoing. During the planning period, the City provided 35 down payment assistance and second mortgage loans to low- and moderate-income, first-time homebuyers through its Mortgage Assistance Program and Affordable Homeownership Programs. The City also helped advertise the CalHome Mortgage Assistance Loan Program and the Tri-Valley Down Payment Assistance Program.	Continue.
Continue to target persons with disabilities for participation in the program. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: Affordable Housing Fund Quantified Objectives: n/a	This program is ongoing. City staff continued to seek and discuss opportunities for fully accessible inclusionary units with developers.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Continue to promote and provide information about the program on the City's website, newsletter, through e-mail distribution, local advertising, and with brochures and handouts at the City's permit center counter. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing.	Amend and continue.
Program 3.3.2 Rental Assistance & Housing Navigation		
Pursue additional funding to maintain the Section 8 Rental Assistance Program and enhance support for other rental assistance programs. Timeframe: Ongoing Responsible Agency: Livermore Housing Authority and Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. City staff worked with the Livermore Housing Authority and nonprofit developers to apply project-based vouchers on City-sponsored affordable housing projects. In 2016 and 2017, the City provided 4 to 5 affordable workforce rental opportunities in the Station Square development for up to moderate Income households (120% AMI) through its Workforce Housing Program. The City also sold a fifth unit to Tri-Valley REACH for rental to persons with developmental disabilities. In 2019, the City secured 25 project-based vouchers for the Avance project through the Livermore Housing Authority. In 2020, the City worked with MidPen to encourage their implementation of eight HUD 811 funds for persons with disabilities.	Continue.
Assist Livermore Housing Authority (LHA) to maintain and/or increase the amount of rental housing available to very-low income households, as well as the amount of households assisted through the Section 8 program: • Provide technical assistance with property acquisition and administrative assistance to the Advisory Board.	This program is ongoing. The City continued to coordinate with the Livermore Housing Authority as they plan to renovate their affordable apartment complexes Bluebell, Chestnut, and Las Posadas, and work on conversion of the Public Housing project, Leahy Square, through HUD's Section 18 program. Conversion of Leahy Square will provide the project with greater potential for	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
• Continue to provide capital funds as needed to the LHA to upgrade rental housing owned and managed by the LHA. Timeframe: Ongoing; monthly coordination meetings with LHA Responsible Agency: Community & Economic Development Department Funding: General Fund, Affordable Housing Fund, CDBG Quantified Objectives: n/a	redevelopment and unit expansion in the future.	
Increase promotion of the Section 8 program to the development community, property owners, and possible participants. • Provide information on LHA on City's website. • Continue to advertise the program through the City's newsletter and brochures at the permit center and other public counters. Timeframe: Update information as needed or annually Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing.	Amend and continue.
Support partners that provide outreach to landlords about voucher programs with aim of increasing housing opportunities for recipients of rental assistance. Timeframe: Ongoing; annual workshops and quarterly coordination with other cities Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: Collaborate to hold one annual outreach event for landlords.	This program is ongoing. In 2017, the City worked in coordination with the other Tri-Valley cities on a landlord outreach event.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Program 3.3.3 Homelessness Prevention and Intervention		
Amend the Development Code to modify the definition of transitional and supportive housing and update the use tables, listing transitional and supportive housing as a residential use subject to the same permit requirements as a residential use of the same type in the same zone. Timeframe: At the time of Housing Element adoption Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program was completed at the time of Housing Element adoption.	Delete.
Continue to provide support (rental subsidies and case management) to emancipated youth through Project Independence. Timeframe: Ongoing; through annual Housing & Human Services Grant allocation process Responsible Agency: Community & Economic Development Department Funding: CDBG and HOME funds Quantified Objectives: Assistance to six individuals annually through the Project Independence program	The City chose to merge the Housing Scholarship and Project Independence Programs and to award one funding amount to Abode in Fiscal Year 2014-15 to implement both programs and phase them into a "Housing First" model. The City awarded funding to Abode to implement its "Housing First" model through its Tenant Based Rental Assistance Program. During the planning period, Abode assisted 63 households in securing permanent housing. Under the Housing First Model, a person who is homeless is moved into permanent housing as quickly as possible and provided with the necessary services that will enable them to maintain their housing indefinitely. The program relies on a variety of strategies to produce and acquire new affordable units, expand support services, and increase rental assistance.	Delete.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Provide homelessness prevention/intervention support services and rental assistance through Abode Services' AC Impact program. Timeframe: Ongoing; monthly coordination with Alameda County Responsible Agency: Community & Economic Development Department Funding: General Fund, Affordable Housing Fund, County Funds Quantified Objectives: Assistance to 10 individuals annually through the AC Impact program	This program is ongoing. Abode through their AC Impact program is providing housing to 40 formerly chronically homeless persons. All clients have maintained their housing since entering the program. The City continued to fund case management services to ensure that the individuals remain on a road to self-sufficiency. Services focus on building independent living skills, money management, and dealing with any behavioral issues.	Amend and continue.
Provide rental subsidies and related assistance to households at risk of homelessness through ECHO Housing. Timeframe: Ongoing; through annual Housing & Human Services Grant allocation process Responsible Agency: Community & Economic Development Department Funding: CDBG and HOME funds Quantified Objectives: Assistance to 10 individuals annually through Echo Housing's homeless prevention program	This program is ongoing. In 2015, the City provided $80,000 of HOME and CDBG funding to ECHO Housing for a new program that provides up to 18 months of rental assistance and case management to families so they do not fall into homelessness. In 2020, the City provided federal HOME and CDBG funding to Tri Valley Haven of tenant-based rental assistance (TBRA) and case management services to individuals experiencing domestic violence and at risk of homelessness. During the planning period, the City assisted 48 families and/or individuals at risk of homelessness and/or those currently homeless. The program provides assistance with ongoing rental subsidies.	Amend and continue.
Facilitate the coordination of the faith-based community and providers of homeless services, building upon the Mayor's Homeless Summit. Timeframe: Ongoing; through City-hosted subcommittee meetings Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. Faith-based and nonprofit providers of homeless services assisted in the development and implementation of the City's survey of persons experiencing homelessness in October 2015. In January 2019, faith-based and nonprofit providers of homeless services again assisted in the development and implementation of the County's survey of persons experiencing homelessness.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
	Annually, churches coordinated to provide a rotating Warming Center during winter months for adults experiencing homelessness, regardless of race, creed, or religion, to have a safe refuge for people who need a place to stay in Livermore. In 2020, due to COVID-19, the annual Warming Center did not occur due to safety precautions. City staff coordinated with the faith-based community and providers to continue the Warming Center in 2021-2022. During and after the COVID-19 Shelter-in-Place Order, the City continued to partner with two faith communities for showers and laundry services. In FY 2019-2020, Asbury Church provided 2,500 showers and 815 loads of laundry to Livermore unsheltered residents. The City also worked with the faith community to identify locations for a Homeless Safe Parking Program.	
Support the efforts of the Homeless Street Outreach (HSO) Team to proactively connect homeless individuals to resources. Timeframe: Ongoing; monthly oversight and coordination Responsible Agency: Police Department, Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. In FY 2019-2020 CityServe provided 400 referrals to benefits, and during the planning period, the Homeless Outreach Team engaged with or provided case management to 684 individuals. The City plans that Bay Area Community Health will provide a Street Medical Team to provide medical services to unsheltered Livermore residents.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
GOAL 4: PRESERVATION AND IMPROVEMENT OF AFFORDABLE HOUSING		
Policy 4.1: Improve the quality of existing affordable housing.		
Program 4.1.1 Minor Home Repair Program		
Continue to provide rehabilitation grants to lower income households and occupants of mobile homes to cover the cost of minor repairs such as plumbing, weather stripping, electrical work, and accessibility improvements. Timeframe: Ongoing; through identification of applicants through Neighborhood Preservation contacts and requests for assistance Responsible Agency: Community & Economic Development Department Funding: CDBG, HOME, Affordable Housing Fund Quantified Objectives: Assistance to 24-32 owners of mobile home units and 6-8 lower income households annually	This program is ongoing. During the planning period, the City worked with Habitat for Humanity to assist at least 19 homeowners with grants and loans to cover code violations, health and safety repair items, and general maintenance issues.	Incorporate into other programs and delete.
Continue to advertise the program through the City's website, newsletter, targeted mailings, and brochures distributed at public counters and to local agencies. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing.	Incorporate into other programs and delete.
Program 4.1.2 Owner-Occupied Housing Rehabilitation Loan Program		
Provide assistance to lower income households in the form of deferred payment loans for major repairs (roof, furnace, electrical, plumbing), or for installation of wheelchair ramps, support rail systems, or security/safety devices in housing occupied by elderly and disabled. Timeframe: 2015 through 2022 Responsible Agency: Community & Economic Development Department	This program is ongoing. The City revised the program guidelines and corresponding loan and grant documents to align with funding sources during the Fiscal Year 2018-19. During the planning period, the City and Habitat for Humanity provided at least 15 low-income residents assistance with home repairs.	Incorporate into other programs and delete.

Housing Program	***Progress?***	***Continue/Modify/Delete***
Funding: CDBG, HOME, Affordable Housing Fund Quantified Objectives: Assistance to 3-4 lower income households annually		
Continue to advertise the program through the City's website, newsletter, targeted mailings, and brochures distributed at public counters and to local agencies. Timeframe: Update information annually or as needed Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing.	Incorporate into other programs and delete.
Collaborate with nonprofit agencies such as GRID Alternatives to assist with energy-related improvements. Timeframe: Ongoing; as projects are proposed Responsible Agency: Community & Economic Development Department Funding: CDBG, HOME, Affordable Housing Fund Quantified Objectives: n/a	No households in Livermore participated in the GRID Alternatives program during the planning period.	Amend/combine with similar programs and continue.
Develop a Healthy Homes Initiative that provides outreach and education to help people maintain their homes. Timeframe: 2015-2016 Responsible Agency: Community & Economic Development Department Funding: CDBG, HOME, Affordable Housing Fund Quantified Objectives: n/a	Funding is currently unavailable for this program.	Amend/combine with similar programs and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Program 4.1.3 Historic Preservation Tax Credits (Mills Act)		
Investigate the feasibility of participation in the Mills Act Property Tax Abatement Program to encourage the restoration and maintenance of historic properties. Timeframe: Underway Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The City has decided not to pursue participation in the Mills Act Property Tax Abatement Program and this program will not be continued.	Delete.
Program 4.1.4 Neighborhood Improvement		
Continue to upgrade the quality of the living environment of older neighborhoods through improvements to infrastructure and public facilities. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund, Transportation Impact Fee, CDBG Quantified Objectives: n/a	This program is ongoing. The City's CIP includes ongoing/annual improvements for street resurfacing, sidewalk repair, and ADA access ramps.	Amend and continue.
Continue funding the sidewalk repair program and ADA sidewalk curb cuts and access ramps to improve sidewalk-to-street access for Livermore's disabled citizens. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund, Transportation Impact Fee Quantified Objectives: n/a	This program is ongoing. The City's CIP includes ongoing/annual improvements for street resurfacing, sidewalk repair, and ADA access ramps adjacent to City properties. In 2018 the City adopted a resolution discontinuing both the City subsidy of private sidewalk repairs and the practice of the City completing repairs on behalf of private property owners.	Amend and continue.
Pursue funding available for acquisition and rehabilitation of foreclosed, vacant, and/or blighted properties. Timeframe: Annually Responsible Agency: Community & Economic Development Department Funding: Affordable Housing Fund, State and Federal sources Quantified Objectives: See 3.2.4	This program is ongoing. The City continued to work with nonprofit housing agencies to identify prospective acquisition and rehabilitation opportunities that could rehabilitate blighted and distressed properties in the city and provide safe, clean, and affordable rental housing opportunities. For example, the City established a revolving	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
	loan fund with the nonprofit developer, Habitat for Humanity East Bay/Silicon Valley, for acquisition and rehabilitation of distressed single-family properties to be sold at an affordable price to low-income (80% AMI and below) U.S. military veterans. These homes will have a 55-year affordability resale restriction.	
Program 4.1.5 Neighborhood Preservation Program		
Encourage low-income homeowners who need financial assistance to correct code violations to utilize the Housing Rehabilitation programs Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: Assistance to an average of 10 qualified lower-income households annually	This program is ongoing. Neighborhood Preservation continued to refer homeowners to the Housing and Human Services Division, Owner Occupied Single-Family Rehabilitation Program, which provided information and financial loan and grant assistance for needed home rehabilitation and repairs. For example, in 2015 Neighborhood Preservation helped 318 residents correct code violations in the City's target areas.	Continue.
Continue to identify and provide assistance to rehabilitate units needing substantial renovation due to severe deterioration. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund; CDBG Affordable Housing Fund Quantified Objectives: n/a	City staff sends out Requests for Proposals (RFPs) for partnerships as City-owned site development opportunities arise and as projects propose support from the City's Affordable Housing Fund. Staff also communicates with developers and housing services providers.	Amend and continue.
Continue the Housing Quality Inspections for multi-family complexes that have received CDBG and HOME funding. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The City completed monitoring of four properties in 2015. HOME regulations were then revised to require the City to monitor and complete inspections on HOME-funded properties every two or three years based on the Uniform Physical Condition Standard (UPCS). In 2018 and 2019, the City completed the UPCS monitoring of all federally funded properties.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Continue to promote Neighborhood Preservation programs and clean-up events through the City's website. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The City's website contains information on upcoming events related to neighborhood nuisance and cleanup, including clutter support groups.	Continue.
Use volunteer assistance clean-up teams specifically to assist frail elderly and disabled homeowners that have received code complaints for property upkeep. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: Volunteer staff Quantified Objectives: n/a	This program is ongoing.	Continue.
Policy 4.2: Preserve affordable housing that is at risk of converting to market rate housing.		
Program 4.2.1 Preservation of Subsidized Housing at-risk of Conversion to Market Rate		
Monitor the at-risk status of affordable housing projects • Send a list of potentially at-risk housing projects to nonprofit developers to solicit participation in the City's efforts to preserve the units. • Contact project owners of at-risk projects to discuss preservation options/incentives and facilitate collaboration with potentially interested non-profits; and • Notify tenants according to State and Federal requirements. Timeframe: Annually 2015 through 2022 Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. This program will be amended to reflect current state law.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Communicate with tenants and respond to notices of intent filed by property owners in a timely manner. Timeframe: Ongoing, as needed Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. This program will be amended to reflect current state law.	Amend and continue.
Work to preserve at-risk housing units by providing financial incentives to landlords who in turn agree to continue to provide affordable units. Timeframe: 2015 through 2022 Responsible Agency: Community & Economic Development Department Funding: CDBG, Affordable Housing Fund Quantified Objectives: n/a	In 2020, the City joined as an additional member to the joint powers authority established by CalCHA for the purpose of acquiring market rate housing and converting it to low- to moderate-income restricted housing. Through this partnership, CalCHA acquired a 162-unit project in August 2020 for rehabilitation and conversion to low- and middle-income restricted housing.	Continue.
Pursue State funding available for the preservation of at-risk housing. Timeframe: Annually Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: Preservation of 36 units at risk of conversion to market rate	This program is ongoing.	Continue.
Program 4.2.2 Maintain Affordability of Housing Stock		
Support the preservation of existing market rate housing that is affordable to lower income households through rehabilitation and rental assistance programs. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. See Programs 3.3.2, 4.1.1, and 4.1.2 for more detail.	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
GOAL 5: PROVISION OF EQUAL HOUSING OPPORTUNITY		
Policy 5.1: Support and implement state and federal laws that prohibit discriminatory housing practices.		
Program 5.1.1 Support Non-Profit Organizations Specializing in Fair Housing Services		
Continue to provide financial assistance and administrative support to local non-profit organizations that specialize in reducing discriminatory housing practices through fair housing counseling, tenant/landlord mediation, education/outreach, and rental assistance. Timeframe: Ongoing; through annual Housing & Human Services Grant allocation process Responsible Agency: Community & Economic Development Department Funding: CDBG and Affordable Housing Fund Quantified Objectives: n/a	This program is ongoing. In Fiscal Year 2013-14, the City Council authorized $307,000 in funding from housing in-lieu funds for ECHO and CRIL to provide services to assist residents with accessing and maintaining housing. During the rest of the planning period, ECHO was allocated between $25,000 and $30,000 annually in funding from local housing in-lieu funds to provide services to assist residents with fair housing complaints, tenant landlord disputes, accessing and fair housing education. During the planning period, ECHO assisted 2,383 clients. This program will be continued and amended to implement current state law.	Amend and continue.
Continue to refer complaints of discriminatory housing practices to LHA and ECHO Housing. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: CDBG and Affordable Housing Fund Quantified Objectives: n/a	This program is ongoing. During the planning period, ECHO completed multiple property audits in 17 jurisdictions. They also completed at least 347 counseling and dispute resolutions. Most recently, in 2020 ECHO tested 10 Livermore properties, and the audit results showed that in 10% of the tests, the Hispanic tester did not receive a call back and/or was given less favorable information about the unit. This program will be continued and amended to implement current state law.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Continue to refer complaints and requests for housing for the disabled to partner organizations. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: CDBG and Affordable Housing Fund Quantified Objectives: n/a	This program is ongoing. During the planning period, CRIL provided services to 518 disabled persons.	Continue.
Continue to assist in the distribution of fair housing brochures at public locations, such as city counters, public libraries, community/senior centers, and service providers. • Continue to expand outreach and access to information for limited English-speaking residents. Timeframe: Annually, or as needed Responsible Agency: Community & Economic Development Department Funding: General Fund. Quantified Objectives: n/a	This program is ongoing. This program will be continued and amended as needed to implement current state law.	Amend and continue.
Continue to provide financial support for the City's Fair Housing Audit conducted by ECHO and the dissemination of audit results and information on fair housing laws to landlords, rental housing organizations and the public. Timeframe: Annually, through annual Housing & Human Services Grant allocation process Responsible Agency: Community & Economic Development Department Funding: CDBG and Affordable Housing Fund Quantified Objectives: n/a	This program is ongoing. ECHO was responsible for auditing rental properties in Livermore for compliance with fair housing standards. The City funded the Fair Housing Audits through an allocation made by the City's Housing and Human Service Grant Fund. ECHO worked with CRIL to provide counseling and additional training to landlords who fail to meet federal and state guidelines. ECHO tested 10 rental developments in Livermore for different types of discrimination each year. For example, in Fiscal Year 2018-19 ECHO completed 183 property audits in 17 jurisdictions. ECHO tested 10 Livermore properties, and the audit results showed that in 10% of the tests, the Hispanic tester did not receive a call back and/or was given less favorable information about the unit. ECHO	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
	provided an annual report on the Fair Housing Audits during the Human Services Commission public meeting and provided training to landlords who failed to comply with federal and state fair housing laws. ECHO also worked with other nonprofit agencies such as East Bay Community Law Center, Bay Area Legal Aid, and Centro Legal de la Raza to provide clients with appropriate legal services to stabilize their housing situation. ECHO collaborated with CRIL, an agency dedicated to serving individuals with disabilities, to provide CRIL clients with housing counseling. Lastly, ECHO held various public Fair Housing education workshops to educate the public, landlords, tenants, and community organizations.	
Program 5.1.2 Reasonable Accommodation		
Consistent with state and federal laws, continue to provide individuals with disabilities reasonable accommodation in rules, policies, practices, and procedures through the building permit and development review processes. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The Livermore Development Code outlines procedures to address reasonable accommodation (Chapter 9.06).	Continue.
Continue to partner with ECHO to conduct fair housing tests for reasonable accommodations in multi-family rental properties. • Provide regular training to landlords. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	As described in Program 5.1.1, the City partnered with ECHO to conduct a fair housing audit of 10 rental properties each year. For example, the obligation of landlords to allow therapy/service animals in the residence without a pet deposit or other fees was tested in Fiscal Year 2013-14, and the obligation to allow disabled tenants to use medical marijuana was tested in Fiscal Year	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
	2014-15. These audits found discriminatory treatment at 1 out of 10 properties tested in Livermore. ECHO provided the landlords of these properties with training and information regarding disability laws and tenant/landlord rights and responsibilities. In addition, ECHO offered free fair housing training to the owners and managers of the rental properties tested during the Fiscal Year 2010-11 audit and the Fiscal Year 2019-20 audit.	
Work with Livermore Housing Authority and partner organizations to identify landlords in need of assistance with making modifications for persons with disabilities within the Section 8 program. Timeframe: Ongoing; as project opportunities occur Responsible Agency: Community & Economic Development Department Funding: CDBG, HOME, and Affordable Housing Fund Quantified Objectives: n/a	This program is ongoing.	Continue.
GOAL 6: REGIONAL COOPERATION TO ADDRESS HOUSING NEEDS		
Policy 6.1: Foster regional cooperation and partnerships to address regional housing issues related to affordability, homelessness, and special housing needs.		
Program 6.1.1 Tri-Valley Affordable Housing Committee		
Continue to participate in Tri-Valley Affordable Housing Committee to identify regional housing issues and to develop multi-jurisdictional approaches to solving affordable housing problems. Timeframe: Ongoing, quarterly Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. Two Livermore City councilmember are members of the Tri-Valley Affordable Housing Committee, and the City also provides a staff liaison to the committee, who regularly attended the quarterly meetings.	Continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Program 6.1.2 Emergency, Transitional, and Supportive Housing Services		
Continue to coordinate with other local jurisdictions to provide for the acquisition, rehabilitation, and operation of emergency housing for families. • Support the Tri-Valley Haven in providing outreach, social services, and referrals to people with disabilities, survivors of domestic violence, and homeless or those at risk of being homeless. Timeframe: Ongoing; through annual Housing & Human Services Grant allocation process Responsible Agency: Community & Economic Development Department Funding: CDBG, HOME, Section 108 Quantified Objectives: n/a	This program is ongoing. During the planning period, the City allocated $176,000 from the Affordable Housing Fund and Social Opportunity Endowment fund to Tri-Valley Haven, which served 971 people.	Continue.
Pursue opportunities to secure joint funding with neighboring and local jurisdictions to aid homeless and at-risk households. Timeframe: In 2015, and annually as opportunities arise Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. In June of 2018, the cities awarded submitted a regional application and were awarded funds to contract with CityServe of the Tri-Valley to provide crisis intervention to unsheltered homeless individuals and families. In Fiscal Year 2019-20 the City allocated $268,883 in Homeless Emergency Aid Program (HEAP) funds to CityServe for Crisis Stabilization and rental services in the Tri-Valley.	Continue.
Assist in implementing the County-wide Homeless and Special Needs Housing Plan "EveryOne Home". Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The City represented the Tri-Valley and is a part of the Everyone Home Leadership Board. The board provides all direction for implementing the Everyone Home Coordinated Entry System (CES). The City worked closely with the Tri-Valley Housing Resource Center (HRC) and Abode Services. The HRC offices are located in the City's Multi Service Center. In addition, the City provided funding for outreach and case management to support the CES.	Amend and continue.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Maintain membership in the HOPE Partnership, which oversees the HOPE Mobile Services Unit. Timeframe: Ongoing; through annual Housing & Human Services Grant allocation process Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The Hope Mobile provided services every Friday for unsheltered residents.	Amend and continue.
Work with local and regional organizations such as Tri-Valley REACH to provide information on housing and services available for persons with disabilities, including developmental disabilities. • Provide information through the City's website and at the Multi-service Center. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. In 2019, City staff worked with Tri-Valley REACH to acquire two City-owned, single-family homes, resulting in the creation of housing for six separate households with physical and developmental disabilities. In 2020, staff worked with Tri-Valley REACH to expand a single-family home, resulting in the creation an additional shared housing opportunity for persons with physical and developmental disabilities.	Amend and continue.
Program 6.1.3 Regional Home Ownership Education and Counseling		
Continue to cooperate with Tri-Valley cities to support locally accessible home ownership counseling and foreclosure intervention services through regional and local agencies such as the Tri-Valley Housing Opportunity Center (TVHOC). Timeframe: Ongoing; through monthly services agreement with TVHOC Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The City provided various support to ECHO Housing Opportunity Center to help educate and prepare households for homeownership. During the planning period, ECHO provided 56 workshops and many counseling sessions to Livermore residents.	Delete.

Housing Program	*Progress?*	*Continue/Modify/Delete*
GOAL 7: ENERGY EFFICIENCY		
Policy 7.1: Promote the use of energy conservation features in the design and siting of new residential structures and in the retrofit of existing residential units.		
Program 7.1.1 Green Building		
Continue to enforce State Energy Code when reviewing construction plans submitted in order to obtain building permits. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The Building Division continued to implement State Energy Code requirements as part of the plan check process to obtain building permits. This includes Part 11, California Green Building Standards Code ("CALGreen"), which was last updated in January 2020.	Continue.
Encourage developers to exceed the minimum green building point requirement by: • Maintaining and regularly updating the Green Building Resource Center and the City's website Timeframe: Annually and/or as needed • Providing one on-one-consultation with certified or accredited staff to assist with project design and incorporating green building measures Timeframe: Ongoing, as requested Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. Building Division staff were available to meet with project applicants to discuss green building measures over the counter at the Permit Center or by appointment.	Continue.
As part of the Housing Implementation Program (HIP), require applicants to either: 1) provide a photovoltaic system(s) that generates a minimum of 10% of the total anticipated energy demand of the project, or 2) achieve Tier 2 California Green Building Code Energy Conservation Compliance for the entire project. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	The 2014-2016 HIP required minimum energy efficiency measures in order to qualify for allocations. The 2017-2019 HIP did not include this requirement because the CALGreen standards now automatically apply to address energy efficiency. Additionally, 2017-2019 was the City's last HIP cycle for the foreseeable future.	Delete.

Housing Program	*Progress?*	*Continue/Modify/Delete*
Program 7.1.2 Climate Action Plan		
Implement Climate Action Plan to reduce energy use and emissions associated with residential development. Timeframe: Ongoing Responsible Agency: Community & Economic Development Department Funding: General Fund Quantified Objectives: n/a	This program is ongoing. The City implemented its existing Climate Action Plan, which was adopted in 2012. The City anticipates adopting an update to the plan in 2022	Continue.

Note:

** Staff looks out for funding opportunities on a daily basis. For example, our subscription to the California Office of Planning Research (OPR) list serves made us aware of the Strategic Growth Council's Affordable Housing and Sustainable Communities Program. Other sources that staff monitors on at least a monthly basis include: Alameda County Housing and Community Development Department, State Housing and Community Development Department (HCD) Office of Financial Assistance, and federal sources through outreach to Congressional district staff.*

*** Staff sends out Requests for Proposals (RFPs) for partnerships as City-owned site development opportunities arise and as projects propose support from the City's Affordable Housing Fund. Staff also communicates with developers and housing services providers via participation in community-based and regional committees to address housing needs.*

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CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of an Amended and Restated Disposition, Development and Loan Agreement ("DDLA") with Eden Housing, Inc. for development of the Downtown Multi-family Housing Site, and authorizing the City Manager to execute the documents, agreements and specific authorities described in the DDLA.

RECOMMENDED ACTION

Staff recommends City Council adopt resolutions:

1. Declaring that Parcel 1 of Tract Map 8574 (APN 098- 0289-22) is exempt from the Surplus Land Act as defined in Government Code Section54234(a)(1);
2. Finding the Amended and Restated Disposition, Development and Loan Agreement with Eden Housing, Inc. for Development of the Downtown Multi-family Housing Site (a portion of APN 098-0289-022-0) is within the scope of the Specific Plan EIR, dated February 9, 2004 (SCH No.: 2003032038), the Specific Plan Subsequent EIR, dated March 30, 2009 (SCH No.: 2008092085), and the Specific Plan Subsequent EIR Addenda adopted by City Council on September 10, 2018 by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178; and
3. Authorizing the City Manager to execute the Amended and Restated Disposition, Development and Loan Agreement, and granting the authority to execute the final documents and agreements referenced in the DDLA, as well as the specific delegations of authority set forth in the DDLA.

SUMMARY

In November 2018, the City Council authorized the City Manager to execute a Disposition, Development and Loan Agreement (DDLA) with Eden for development of the Downtown affordable workforce housing project in conformance with the Downtown Plan. The DDLA was subsequently amended in May 2021. Staff recommends City Council approve an Amended and Restated DDLA with Eden, which proposes several modifications and additions that will facilitate the development process. Some of these modifications include: allowing for an earlier transfer of the Property to Eden in its current undivided configuration; the City's retention of air rights above the project to address newly adopted State legislation AB 721; and, enumerating several key financial commitments and agreements that would be

under the authority of the City Manager to execute. In addition, the Schedule of Performance would be extended to accommodate the CEQA litigation filed against the project.

DISCUSSION

Background

In May 2018, staff issued a Request for Qualifications (RFQ) to identify a qualified developer for the 130-unit, affordable workforce housing component of the City's Downtown Core Plan. Staff reviewed and evaluated developer qualifications and selected Eden Housing, Inc., (Eden) based on their experience building and managing similar housing projects, capability in securing financing, and ability to address project goals stated in the RFQ and integrate with other Downtown Plan components.

In November 2018, the City Council authorized the City Manager to execute a Disposition, Development and Loan Agreement (DDLA) with Eden for development of the Downtown residential uses in conformance with the Downtown Plan. The DDLA also provided Eden with $500,000 in City Affordable Housing Trust Funds to complete predevelopment work, design the project, and secure necessary entitlements, such as design review approval.

In February 2020, Eden successfully secured $14.4 million from Alameda County's A1 Bond Fund. Qualification for the funds relied upon the City's control of the site and commitment to use the land for affordable housing.

On May 24, 2021, City Council approved the Downtown Design Review application and Vesting Tentative Parcel Map for Eden's Downtown Livermore Apartments. The project consists of 130-units of multi-family housing within two buildings (North and South) and an approximately 31,200 square foot public park, "Veterans Park", that will span the area between the North and South buildings. Units will range in size from one - three bedrooms. Tenant facilities within the building will include laundry and computer rooms, an outdoor deck, children's play area and bike room. City Council adopted resolutions finding the Project exempt from the provisions of the California Environmental Quality Act (CEQA), approving the Project, and authorizing the City Manager to execute a First Amendment to the Disposition Development and Loan Agreement with Eden Housing, Inc. The First Amendment to DDLA updated the Schedule of Performance and outlined certain development obligations regarding Emergency Vehicle Access (EVA) and Veterans Park.

On June 24, 2021, a Petition for Writ of Mandate was filed by Save Livermore Downtown challenging the City's CEQA determination (the "Litigation"). On February 14, 2022, the Court entered judgment denying the petition for Writ of Mandate with prejudice. On April 13, 2022, a further appeal was filed by Save Livermore Downtown. The case is currently still pending.

In July 2021, Eden submitted a successful application for highly competitive tax credit financing to the State of California Tax Credit Allocation Committee ("TCAC"), but later had to decline that funding due to delays caused by the Litigation. Both the A1 Bond Funds and tax credit financing are critical to constructing the affordable housing project. The County has expressed support for the project and provided an extension of funding through February 2023.

Concurrently, staff has continued to make significant progress on key projects that advance the development goals of the Downtown Plan including: approval from the San Francisco Bay Area Regional

Water Quality Board for environmental remediation around the downtown sites; community outreach on designs for Veterans Park; and, the design and entitlement of the L Street public parking garage. Staff is working in coordination with all partners to ensure continuous progress on these project timelines to support implementation of the housing, cultural arts and science education facilities.

Proposed for Council's consideration is an Amended and Restated Disposition, Development and Loan Agreement which includes several changes to the original agreement that memorialize the City's support in key areas. It also expedites implementation by authorizing the City Manager to execute financial commitments and agreements consistent with this agreement and all other City Council approvals. Delegation of this authority would reduce or eliminate the need for future Council review unless those commitments exceeded specific limits. The DDLA also revises the Schedule of Performance and establishes a reasonable timeframe for Eden to secure project financing with a tolling of the schedule to accommodate the Litigation process.

Site Disposition

The original DDLA authorized transfer of the Property to occur at the close of project construction financing. The Amended and Restated DDLA allows Eden to take ownership of the site in its current, undivided configuration, once certain pre-conditions are met. It would further authorize the City Manager to execute any documents necessary to facilitate the disposition in accordance with the terms incorporated. A provision is also added to ensure that the City can repossess title to the Property if Eden should default on the Schedule of Performance. Transferring the site would allow Eden to access sources of predevelopment funding that must be secured through ownership of the site, such as the County A1 funds. This would bring in an additional opportunity for Eden to leverage funding for the project which could decrease any future contributions needed by Eden for the project.

Revesting to City

If Eden defaults on the Schedule of Performance prior to securing construction financing, the Property will be subject to repossession with title to be revested with the City. As part of the revesting, the City would forgive its $500,000 predevelopment loan and repay other predevelopment loans secured to the Property. The City would then locate another developer to assume a new seller take back loan and develop a project in compliance with the affordability covenants recorded on the property.

If the City defaults or were to pursue other legislative action pertaining to the land use which prevents the project from occurring, the City would be responsible for compensating Eden and reimbursing Eden's staff time, development and legal expenses not included in the predevelopment loans in an amount of $2,300,000.

To date, Eden has spent approximately $1,500,000 of its own funding on predevelopment expenses and $650,000 in staff costs. This provision would allow Eden to be made whole financially if they were unable to move forward due to the City's actions. Repossessing the Property for any other purpose than affordable housing would be subject to challenge under the State's Housing Accountability Act and would violate other State funding and regulatory restrictions that were pledged for the site. In addition, the City's Affordable Housing Trust Fund would need to be repaid out of non-housing funds for at least the value of the site, currently $7,800,000.

Conditions Prior to Transfer

The DDLA sets forth certain conditions that must occur prior to Eden taking ownership of the Property. As part of those conditions, Eden would be required to enter into a temporary parking lease to preserve the public parking spaces on site until the housing project is ready to begin construction. The proposed lease would be “triple net” which means that the City would maintain the cost of operating those spaces and pay for any property taxes, local assessments, insurance and maintenance during the term. The DDLA authorizes the City Manager to execute a lease for reimbursement of those expenses in an amount not-to-exceed $120,000 per year. The construction of the L Street garage is scheduled to begin in November 2022 and be complete in March 2024, therefore staff does not expect any impact on the availability of public parking.

Staff is working on final environmental approvals and clearances with all necessary agencies. The transfer would also be conditioned upon completion of the remaining environmental studies and agreements, including: 1) the Federal Environmental Assessment (“NEPA”) review for the HUD Section 8 Project Based Voucher funding; 2) approval of a Site Management Plan (“SMP”) by the San Francisco Bay Regional Water Quality Control Board and; 3) the City and Eden entering into an indemnity and cooperation agreement to assign duties and responsibilities under the approved Site Management Plan.

The indemnity agreement will separate the pre- and post-construction responsibilities described in the SMP between the City and Eden. Under the DDLA, the City Manager would be authorized to negotiate and obligate the City for an amount not-to-exceed $4,300,000 through that agreement without additional City Council approval. The not-to-exceed reimbursement limit is based on a conservative estimate that includes all vapor mitigation and site work for the Property that was submitted by the City for a grant from the Department of Toxic Substances Control ("DTSC"). If awarded, these funds could be applied towards the City's obligations for the project.

Retention of Air Rights

On January 1, 2022, AB 721 went into effect which creates a process for owners of affordable housing projects to render unenforceable covenants in deeds, contracts and other instruments that restrict the number, size and location of units that can be built on public or private property. The current DDLA in place between the City and Eden restricts the number of units to 130.

Eden has assured staff that it will not seek regulatory relief under AB 721. Eden has contributed significant amounts of its own funding and staff time to obtain entitlements and secure a County A1 funding commitment for the 130-unit project. An action to unilaterally change its obligations under the DDLA would jeopardize project funding and future opportunities to partner with the City. However, staff recommends the City adopt a strategy to mitigate the potential for issues created through AB 721 by retaining the air rights above the future housing parcels. This strategy would essentially limit additional units by precluding Eden or any future owner from developing the air space above the entitled project height in the future. As proposed in the DDLA, Eden will work with the City to incorporate the air rights above the housing parcels into the Veterans Park Parcel.

Veterans Park Construction

In March 2022, upon recommendation of Congressmember Eric Swalwell, Eden was awarded $1,000,000 towards Veterans Park. The Amended and Restated DDLA designates Eden as the construction manager for Veterans Park in accordance with the City’s design and plan specifications.

The City would be responsible for providing a budget, minus any grant funding received by Eden. The DDLA directs the future negotiation of a construction management contract with Eden with a limit not-to-exceed $5,500,000 under the City Manager's approval authority. This is a conservative estimate based on construction costs for Stockmen's Park and Livermorium Plaza. The benefits of retaining Eden as the construction manager include the opportunity to maximize coordination between the projects and efficiently use staff and grant resources.

L Street Parking Lease

As a project Condition of Approval, Eden was permitted 16 reserved parking spaces for residents in the L Street garage and an additional 13 unreserved spaces for guests. Eden would be responsible for contributing to the City's operating costs in an amount of $300 per reserved resident space in the first year, with a 2.5% annual escalator for a 55-year term from the time the housing development is complete. The DDLA sets forth the broad terms of the lease of those spaces by Eden and allows the City Manager to approve a future parking lease agreement.

Development Timeline

As proposed, the revised Schedule of Development moves the housing project development timeline forward pending the conclusion of the Litigation. Eden has already submitted a request to toll the timing of the Vesting Tentative Parcel Map for the Litigation.

Upon approval of the DDLA, staff would work with Eden to complete the pre-conditions for transfer of the Property. Clearance of the environmental conditions rely on the timely responses of other agencies and is anticipated to complete in mid-July. Transfer of the Property is estimated to occur in late August.

The schedule sets a deadline for Eden to secure all financing within approximately two (2) years once they are able to move forward with the development. Competitive applications for tax credit funding are typically accepted twice a year, in March and July. Eden will need to apply for other funding to position the project to be highly competitive in future rounds.

Within six (6) months of all funding commitments, Eden will seek approval of a Final Map to separate the parcels. Soon thereafter and concurrent with the closing of financing to start construction, Eden would dedicate the park parcel and air rights back to the City. This would occur within nine (9) months of all financing commitments. Construction of the housing project and Veterans Park will be coordinated by Eden.

FISCAL AND ADMINISTRATIVE IMPACTS

If approved, at the time of Property transfer, the City will provide a Seller Take-Back loan to Eden, representing the appraised value of the Property, in the amount of $7,800,000. Terms are 3% simple interest with annual payments due from a pro rata share (e.g., shared with other public lenders) of residual cash after all operating expenses and debt are paid on the project, from the time of conversion to permanent financing.

As a condition of the transfer, Eden would be required to enter into a temporary lease back of the Property to maintain public parking on site. The City would pay for all taxes, insurance and maintenance

expenses on the property with an annual cap not-to-exceed $120,000 per year plus a three percent (3%) escalator. The Term of the lease is dependent on the construction schedule for the housing project. The City has already appropriated a sufficient amount of General Funds in the downtown property management budget for this purpose.

The DDLA also sets forth future financial commitments from the City which will be negotiated in detail under the authority of the City Manager. All of these project items were anticipated under the previous DDLA and do not add to the scope or cost of obligations already assumed by the City, but were not identified with specific costs. In some instances, the cost impact to the City could be decreased where Eden is able to leverage additional funds for these items. The following items would be budgeted within future CIPs with funds to be determined through that process:

- Veterans Park Construction not-to-exceed $5,500,000. It should be assumed that the grant funds are conditioned upon completion of the housing project.

- Indemnity and Cooperation Agreement not-to-exceed $4,300,000. The City's contribution would be based on a number of factors including the amount of grant funds awarded by the Department of Toxic Substances Control (DTSC) and the scope of work required in the site management plan. The contribution is likely to be significantly lower than the full grant request to DTSC.

ATTACHMENTS

1. Resolution - Surplus Land
2. Resolution - CEQA and Agreement
3. Exhibit A - Amended and Restated Disposition, Development, and Loan Agreement

Prepared by: Fran Reisner
Housing Programs 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 DECLARING THAT A CITY-OWNED PARCEL IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54234(a)(1)

The City of Livermore ("City") is the owner in fee simple of a parcel of land; Parcel 1 of Tract Map 8574 (APN 098- 0289-22), hereinafter the "Undivided Parcel".

Upon dissolution of the Livermore Redevelopment Agency, the Undivided Parcel was identified as a housing asset in the Long Range Property Management Plan, which was approved by the Livermore Successor Agency Oversight Board and California Department of Finance, and was transferred to the City as the Housing Successor to the Livermore Redevelopment Agency.

On February 9, 2004, the City Council certified the General Plan and Downtown Specific Plan Environmental Impact Report ("Specific Plan EIR") (SCH No.: 2003032038).

On March 30, 2009, the City Council certified the Downtown Specific Plan Amendments and Regional Performing Arts Theater Subsequent Environmental Impact Report ("Specific Plan Subsequent EIR") (SCH No.: 2008092085).

On September 10, 2018, May 13, 2019, and October 26, 2020, the City Council adopted addenda to the Downtown Specific Plan Subsequent Environmental Impact Report by Resolution Nos: 2018-153, 2019-064, and 2020-178.

On January 29, 2018, the City Council approved a plan for the Downtown Core, which included an affordable, multi-family, "workforce" housing development and a public park on the Undivided Parcel.

On November 27, 2018, the City entered into a Disposition, Development and Loan Agreement ("DDLA") with Eden Housing, Inc., to establish the terms for developing a 130-unit affordable, "workforce", rental housing development (the "Project") in conjunction with a community park ("Veterans Park"), to be integrated with other community facilities within the Downtown Core Plan. The DDLA was amended, based on Council authorization, on May 26, 2021, and has remained in effect since its original execution.

On August 7, 2018, the Livermore Planning Commission considered the disposition of approximately 3.8 acres of real property located generally between North L Street, Railroad Avenue, First Street, and the Bankhead Theater, known as the Downtown Core Catalyst site for the purposes of implementing the Downtown Core Concept and found the disposition to be consistent with the General Plan in accordance with Government Code section 65402 (Resolution 28-18). The 3.8 acre property evaluated for this finding included the Undivided Parcel.

Section 54234(a)(1) of the Surplus Land Act, and the California Department of Housing and Community Development's Surplus Land Act Guidelines, state that if a local

agency, as of September 30, 2019, has entered into an agreement to dispose of property, and the disposition of the property is completed by December 31, 2022, the local agency is exempt from Articles II and III of the Surplus Land Act Guidelines.

Section 54234(b)(1) of the Surplus Land Act, and the California Department of Housing and Community Development's Surplus Land Act Guidelines, state that if a property was designated in a Long Range Property Management Plan, and the City has entered into an agreement to dispose of the property before December 31, 2020, and the disposition of the property is completed by December 31, 2022, the local agency is exempt from Articles II and III of the Surplus Land Act Guidelines.

The Undivided Parcel was designated as a housing asset in the Long Range Property Management Plan. The City entered into an agreement to dispose of property, the DDLA, with Eden Housing, Inc. on November 27, 2018, and that agreement has remained in effect, as amended, since the time of the initial agreement. The City is now entering into an Amended and Restated Disposition, Development and Loan Agreement to dispose of property by September 30, 2022, which is in advance of the December 31, 2022 deadline established by Government Code sections 54234(a)(1), (b(1).

For the reasons stated above, the conveyance of Undivided Property is exempt from the Surplus Land Act in accordance with Government Code section 54234(a)(1) and 54234(b)(1).

On May 17, 2022, the City notified the California Department of Housing and Community Development ("HCD") that it determined that the Undivided Property (Parcel 1 of Tract Map 8574 (APN 098- 0289-22) was exempt from the Surplus Land Act and supported such determination with written findings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore finds that the Amended and Restated Disposition, Development and Loan Agreement with Eden Housing, Inc. is within the scope of the Specific Plan EIR, dated February 9, 2004 (SCH No.: 2003032038), the Specific Plan Subsequent EIR, dated March 30, 2009 (SCH No.: 2008092085), and the Specific Plan Subsequent EIR Addenda adopted by City Council on September 10, 2018 by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178.

No new or more severe significant impacts were identified for the Project that were not identified in the 2004 Final EIR and 2009 Subsequent EIR, and no new mitigation measures would be required for the downtown plan. For all environmental topics addressed in the addendums, there were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR.

The DDLA is also exempt from the provisions of CEQA pursuant to CEQA Guidelines Sections 15182 (c), 15332, 15304 (a)(b) and 15308 and none of the exceptions to the categorical exemptions in CEQA Guidelines Section 15300.2 apply, as

described in the Eden Housing Project resolution, dated May 26, 2021 (Resolution 2021-071).

BE IT FURTHER RESOLVED that the Undivided Parcel, consisting of Parcel 1 of Tract Map 8574 (APN 098- 0289-22) is exempt surplus land as defined in Government Code section 54234(a)(1) and section 54234(b)(1). The Undivided Parcel is included in the City's Long Range Property Management Plan. The City and Eden Housing, Inc. entered into a legally binding agreement to dispose of property prior to September 30, 2019, and the sale will be completed prior to December 31, 2022.

On motion of Council Member _____, seconded by Council Member_____ , the foregoing resolution was passed and adopted on May 23, 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
Assistant City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT ("DDLA") WITH EDEN HOUSING, INC. FOR DEVELOPMENT OF THE DOWNTOWN MULTI-FAMILY HOUSING SITE

(APN 098-0289-022-00)

On February 9, 2004, the City Council certified the General Plan and Downtown Specific Plan Environmental Impact Report ("Specific Plan EIR") (SCH No.: 2003032038).

On March 30, 2009, the City Council certified the Downtown Specific Plan Amendments and Regional Performing Arts Theater Subsequent Environmental Impact Report ("Specific Plan Subsequent EIR") (SCH No.: 2008092085).

On September 10, 2018, May 13, 2019, and October 26, 2020, the City Council adopted addenda to the Downtown Specific Plan Subsequent Environmental Impact Report by Resolution Nos: 2018-153, 2019-064, and 2020-178.

On November 27, 2018, the City of Livermore ("City") and Eden Housing, Inc. ("Eden") entered into a Disposition, Development and Loan Agreement ("DDLA") with respect to the approximately 2.0-acre City owned site for the 130-unit, affordable, multi-family, "workforce" housing component of the Downtown Plan.

On May 26, 2021, the City and Eden entered into a First Amendment to the DDLA to define the development and financial obligations for Veteran's Park, allow for reimbursement by City to Developer for certain emergency vehicle access road improvements adjacent to the Project, and to update the entitlement, financing, and development timeline in the Schedule of Development.

On June 24, 2021, a Petition for Writ of Mandate was filed by Save Livermore Downtown, challenging the City's CEQA determination (the "Litigation"). On February 14, 2022, the Court entered judgment denying the Petition for Writ of Mandate with prejudice. On April 13, 2022, a further appeal was filed by Save Livermore Downtown. The case is currently still pending.

Now, the City and Eden desire to enter into an Amended and Restated DDLA and make several modifications and additions that will facilitate the development process, enumerate specific financial contributions and agreements that would be under the authority of the City Manager to execute, and modify the Schedule of Performance to extend the time period for Eden to complete development of the project in light of the pending Litigation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore finds that the Amended and Restated Disposition, Development and Loan

Agreement with Eden Housing, Inc. is within the scope of the Specific Plan EIR, dated February 9, 2004 (SCH No.: 2003032038), the Specific Plan Subsequent EIR, dated March 30, 2009 (SCH No.: 2008092085), and the Specific Plan Subsequent EIR Addenda adopted by City Council on September 10, 2018 by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178.

No new or more severe significant impacts were identified for the Project that were not identified in the 2004 Final EIR and 2009 Subsequent EIR, and no new mitigation measures would be required for the downtown plan. For all environmental topics addressed in the addendums, there were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR.

The DDLA is also exempt from the provisions of CEQA pursuant to CEQA Guidelines Sections 15182 (c), 15332, 15304 (a)(b) and 15308 and none of the exceptions to the categorical exemptions in CEQA Guidelines Section 15300.2 apply, as described in the Eden Housing Project resolution, dated May 26, 2021 (Resolution 2021-071).

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that the City Manager is authorized to execute the Amended and Restated Disposition, Development and Loan Agreement, attached hereto as Exhibit A, and is granted the authority to execute the final documents and agreements referenced in the Agreement and other related documents to implement the intent and terms of the Agreement, as well as the specific delegations of authority set forth in the Agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 23, 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
Assistant City Attorney

Exhibit A – Amended and Restated Disposition, Development, and Loan Agreement

AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AND LOAN AGREEMENT

by and between

CITY OF LIVERMORE

and

EDEN HOUSING, INC.
May 24, 2022

Prior Agreements:

1. Disposition and Development Agreement, dated November 27, 2018, approved by City Council Resolution No. 2018-197.

2. First Amendment to the DDLA, dated May 26, 2021 approved by City Council Resolution No. 2021-073.

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AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AND LOAN AGREEMENT

THIS AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AND LOAN AGREEMENT (this "Agreement") is made as of May 24, 2022, by and between the City of Livermore, a municipal corporation (the "City"), and Eden Housing, Inc. a California public benefit corporation (the "Developer"), with reference to the following facts, purposes, and understandings.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined in Article 2 and various other areas of this Agreement. The Parties intend to refer to those definitions in connection with their use in these Recitals.

B. City is the owner of a certain property that is approximately 5.5 acres, bound by Railroad Avenue, Livermore Avenue, First Street, and L Street. This property is commonly referred to as the "Livermore Village Site".

C. In 2008, the former Redevelopment Agency acquired the Livermore Village Site from Livermore Village I, LLC for approximately $10,100,000 from City inclusionary housing funds (Fund 611). A portion of this amount was refinanced using a loan from the State Residential Development Loan Program, which required a deed restriction on the property to require low-income and moderate-income housing units be developed on the property. Both of these sources restrict the use of the site to a residential development with an affordable component. In 2010 the Livermore Village Site was subdivided into three parcels for the purpose of separate public community uses, private community uses, and housing. Upon dissolution of the Livermore Redevelopment Agency, the Undivided Parcel was identified as a housing asset in the Long Range Property Management Plan, which was approved by the Livermore Successor Agency Oversight Board and California Department of Finance, and was transferred to the City as the Housing Successor to the Livermore Redevelopment Agency.

D. On January 29, 2018, the City Council approved the development of the Livermore Village Site to include a public park, up to 130 units of workforce housing, a science center, a black box theater, and retail space.

E. The City selected Eden Housing, Inc. as the Developer of the Undivided Parcel through a Request for Qualifications to develop the Undivided Parcel, more particularly described in Exhibit A, attached hereto. Through a competitive process in response to the City's goals and objectives for the Undivided Parcel, the Developer proposed to develop low-income and workforce housing on the Property.

F. The Developer obtained Entitlements from the City to construct the Project consistent of workforce housing, which will be comprised of up to 130 units of non-age restricted, multi-family rental housing over two phases of development, which will be affordable

for households with a range of incomes no greater than 110% of Area Median Income for Alameda County, on the Property.

G. On May 24, 2021, Developer obtained approval from the City for Vesting Tentative Parcel Map No. 11186 on behalf of the City for recordation of the Parcel Map in the Official Records of Alameda County (the "Tentative Map"), subdividing the Undivided Parcel into the following three parcels: (i) Parcel 1, as shown on the Tentative Map (the "Housing Parcel North"); (ii) Parcel 2, as shown on the Tentative Map (the "Veterans Park Parcel"); and (iii) Parcel 3, as shown on the Tentative Map (the "Housing Parcel South"). Parcels 1 and 3 are also referred to collectively as the Property and more fully depicted in Exhibit M, attached hereto and Parcel 2 is more fully depicted in Exhibit N, attached hereto.

H. The City has concluded that the Developer has the necessary expertise, skill, and ability to carry out the commitments contained in this Agreement.

I. Upon satisfaction of the conditions precedent set forth in this Agreement, City will convey the Undivided Parcel to Developer upon the terms and conditions set forth herein, and City will provide a loan to assist in financing Developer's acquisition of the Property. City has additionally provided a predevelopment loan to the Developer in an amount up to Five Hundred Thousand Dollars ($500,000) (the "Predevelopment Loan") that helped finance the initial predevelopment and expenses necessary to assess and determine the final scope of development and obtain entitlements to develop the Project. City and Developer agree that City may, but is not obligated to, provide a future development loan and/or other financial contribution to fund development and/or operations of the Project in an amount that will be determined through the activities provided for herein. Approval of any future development loan amounts shall be subject to approval of a final financing plan by the City and the timely submittal of items described in this Agreement.

J. Developer intends to assign this Agreement and the obligations contained herein to its Affiliate DTLM, L.P. ("Housing North Developer") to develop the Housing Parcel North with 79 affordable units (the "Housing North Phase") and to thereafter assign a portion of this Agreement its Affiliate DTLM South, L.P. (the "Housing South Developer"), which will develop the Housing Parcel South with 51 affordable units (the "Housing South Phase"), as more particularly described herein.

K. The City and Developer intend to continue in good faith discussions and negotiations of the Project Objectives attached hereto as Exhibit B. To facilitate development of a public park on the Veterans Park Parcel, the Developer will dedicate that Parcel back to the City upon the closing of construction financing for the first phase of the Project and in accordance with the Schedule of Performance.

L. Pursuant to CEQA, the City (in its capacity as "lead agency") approved on September 10, 2018 an Addendum to the Downtown Specific Plan 2009 Subsequent Environmental Impact Report.

M. On November 27, 2018, the City and Developer entered into a Disposition and Development and Loan Agreement, which was subsequently amended by a First Amendment to the DDLA dated May 26, 2021, which updated certain definitions, exhibits and provisions (as amended, the "Original Agreement"). This Agreement is intended to amend and restate and supersede the Original Agreement and will capture all necessary changes to the Original Agreement.

N. The Developer has subsequently formed the Housing North Developer entity to serve as the developer of the Project. All of Eden Housing Inc., rights and obligations under the Agreement shall be assigned to the Housing North Developer through execution of an assignment upon approval of this Agreement.

O. On June 24, 2021, Save Livermore Downtown filed a Petition for Writ of Mandate in Alameda County Superior Court, challenging the City's approval of the Project. Litigation ensued and on February 14, 2022, Alameda County Superior Court Judge Roesch denied the petition and entered judgment in favor of the City of Livermore. SLD filed an appeal on April 13, 2022 and the appeal is still pending (the "Litigation").

P. On April 4, 2022, a Request for Stay of Expiration Date for the Project Entitlements and Approvals during the pendency of the above-referenced litigation, including any appeals, was submitted to the City by the Developer. On May 9, 2022, the City granted the request. Those documents are attached hereto as Exhibit P.

Q. Now, to ensure the Project continues to move forward in a timely manner, the parties desire to update this Agreement to allow for transfer of the Undivided Parcel upon completion of federal environmental review and clearance, to make arrangements for an interim use of public parking prior to construction of the housing and cooperation between the parties regarding the environmental condition of the Undivided Parcel, and update the entitlement, financing, and development timeline in the Schedule of Performance.

NOW, THEREFORE, in consideration of the mutual covenants herein, the City and the Developer agree that the recitals are true and correct and further agree as follows:

ARTICLE 1. SUBJECT OF THE AGREEMENT

Section 1.1 Purpose of this Agreement. The purpose of this Agreement is to provide the terms and conditions under which the Developer shall: prepare or cause to be prepared all required documents necessary to receive development approvals for the Project, to obtain title to the Property, and develop the Project. This Agreement shall also provide terms and conditions under which the City shall convey the Undivided Parcel to the Developer for the purpose of developing, building, and operating affordable Workforce Housing at rents that are for households earning up to 110% of Area Median Income, in accordance with the Project Objectives, attached hereto as Exhibit B, and the City to contribute certain funds for the acquisition and predevelopment of the Property.

Section 1.2 Parties to the Agreement.

(a) The City. The City is a municipal corporation, organized and existing under the laws of the State of California. The office of the City is located at 1052 S. Livermore Avenue, Livermore, California 94550.

(b) The Developer. The Developer is Eden Housing, Inc., a California nonprofit public benefit corporation. For purposes of this Agreement, the principal address of Developer is 22645 Grand Street, Hayward, California 94541.

The qualifications and identity of Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with Developer. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

Notwithstanding anything to the contrary contained herein, this Agreement is assignable and transferable to Housing North Developer and/or Housing South Developer, so long as any such assignment or other document evidencing such assignment is acceptable to the City. Following any such assignment, the Housing North Developer and/or Housing South Developer may transfer limited partner interests to a tax credit investor ("Investor"), and such Investor may further transfer its limited partner interests, and the Investor may remove a general partner of the Housing North Developer and/or Housing South Developer (as applicable) pursuant to the terms of its limited partnership agreement, without the consent of the City.

ARTICLE 2. DEFINITIONS

Section 2.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

(a) "Affiliate" means any Person which (1) directly or indirectly through one or more intermediaries, (i) Controls, or (ii) is Controlled by, or (iii) is under common Control with, Developer.

(b) "Agreement" shall mean this Amended and Restated Disposition and Development and Loan Agreement.

(c) "Area Median Income" shall have the meaning set forth in the form of the Regulatory Agreement attached to this Agreement as Exhibit H.

(d) "Building Permit" shall mean an excavation, foundation or other building permit issued by the City ministerially in connection with the construction of the Improvements.

(e) "CEQA" shall mean the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), and its implementing guidelines.

(f) "Certificate of Occupancy" shall mean that certificate issued by the City to the Developer to allow occupancy of the Project.

(g) "Close of Escrow" shall have the meaning set forth in Section 5.6.

(h) "Control" shall mean (i) direct or indirect management or control of the managing member or members in the case of a limited liability company; (ii) direct or indirect management or control of the managing general partner or general partners in the case of a partnership and (iii) (a) boards of directors that overlap by fifty percent (50%) or more of their directors, or (b) direct or indirect control of a majority of the directors in the case of a corporation.

(i) "City" shall mean the City of Livermore.

(j) "City Documents" shall mean collectively, this Agreement, the Seller Take-Back Property Acquisition Note (Exhibit F), the Seller Take-Back Property Acquisition Deed of Trust (Exhibit G), the Predevelopment Loan Promissory Note (Exhibit E), the Predevelopment Loan Note Assignment and Amendment, the Predevelopment Loan Deed of Trust (Exhibit G), and the Regulatory Agreement (Exhibit H).

(k) "City Event of Default" shall mean any event of default by the City as set forth in Section 12.2, subject to any applicable notice and cure rights set forth therein.

(l) "City Impact Fees" shall mean all fees set forth in the schedule of fees adopted by the City on July 1, 2018, with the exception of those fees that are paid to the City on behalf of and passed through to a third party agency.

(m) "Deed of Trust" shall mean the deed of trust to be recorded against the Undivided Parcel and subsequently the Property to secure repayment of the Pre-Development and Site Acquisition Loans. A form of Deed of Trust is attached to this Agreement as Exhibit G.

(n) "Developer" shall mean Eden Housing, Inc., or any permitted transferee of the Developer in accordance with Article 10.

(o) "Developer Event of Default" shall mean any event of default by the Developer as set forth in Section 12.3 or 12.4, subject to any applicable notice and cure rights set forth therein.

(p) "Effective Date" shall mean the date which is the later of (i) the date this Agreement is executed by the Developer and (ii) the date this Agreement is approved and executed by the City.

(q) "Eligible Household" shall have the meaning set forth in the Regulatory Agreement, attached to this Agreement as Exhibit H.

(r) "Entitlements" shall mean, collectively, zoning approvals, conditional use permit and any other discretionary approvals required for construction of the Project. For definitional purposes in this Agreement, "Entitlements" do not include the Building Permit, the Final Map, or any other ministerial approvals.

(s) "Escrow" shall mean the escrow opened with the Escrow Holder to close the transactions described in Article 5.

(t) "Escrow Holder" shall mean Old Republic Title Company.

(u) “Final Construction Drawings” shall mean final drawings for the construction of the Improvements used to obtain a Building Permit from the City.

(v) “Final Map” shall mean Final Parcel Map 11186.

(w) “Force Majeure” shall have the meaning set forth in Section 13.4.

(x) "Grant Deed" shall mean the grant deed by which the City conveys its fee estate in the Undivided Parcel to the Developer. A form of the Grant Deed is attached to this Agreement as Exhibit L.

(y) "Hazardous Materials" shall mean:

(1) Those substances included within the definitions of "hazardous substances", "Hazardous Materials", "toxic substances", or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and in the regulations promulgated pursuant to said laws, all as amended;

(2) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(3) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §§ 1251 et seq. (33 U.S.C. §§1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §§ 1317); (E) flammable explosives; or (F) radioactive materials;

(4) Any toxic or hazardous waste, material or substance or any oil or pesticide listed in, covered by, or regulated pursuant to, any state or local law, ordinance, rule or regulation applicable to the Property, as heretofore or hereafter amended; and

(5) Such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States

government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

The term "Hazardous Materials" shall not include: construction materials, gardening materials, household products, office supply products, medical supplies and equipment or janitorial supply products customarily used in the construction, maintenance, rehabilitation, use, occupancy or management of a medical office building and its supporting parking structure, and which are used and stored in accordance with all applicable environmental ordinances and regulations.

(z) "Hazardous Materials Laws" shall mean environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions.

(aa) "Housing North Developer" has the meaning set forth in Recital J

(bb) "Housing North Phase" has the meaning set forth in Recital J.

(cc) "Housing South Developer" has the meaning set forth in Recital J.

(dd) "Housing South Phase" has the meaning set forth in Recital J.

(ee) "Improvements" shall mean up to 130 units of multi-family rental housing to be constructed in accordance with the Project Documents. As the context requires, the term "Improvements" shall refer to the 79 units of housing to be constructed on the Housing North Phase and the 51 units of housing to be constructed on the Housing South Phase individually.

(ff) "Indemnitees" shall have the meaning set forth in Section 9.4.

(gg) [Intentionally deleted].

(hh) "Official Records" means the Official Records of Alameda County.

(ii) [Intentionally deleted].

(jj) [Intentionally deleted].

(kk) "Parties" shall mean the City and the Developer.

(ll) "Party" shall mean either the City or the Developer depending on the context.

(mm) "Permitted Exceptions" shall mean the following exceptions to title with respect to the Property:

(1) the lien of any non-delinquent property taxes and assessments;

(2) all existing easements over, under and across the Property for ingress and egress and public utilities, which do not preclude Developer's intended use of the Property;

(3) any incidental easements or other matters affecting title which do not preclude or materially impair Developer's intended use of the Property;

(4) applicable building and zoning laws and regulations;

(5) the provisions of this Agreement;

(6) other matters created by, through or under Developer; and

(7) such other exceptions to title as may hereafter be mutually approved by the City and the Developer.

(nn) "Person" or "Persons" shall mean any individual, partnership, joint venture, corporation, limited liability company, limited liability partnership, trust or other entity, private or public with the power and authority to act and conduct business on its own behalf.

(oo) Intentionally Omitted.

(pp) "Pro Forma" shall mean the preliminary sources and uses of funds for the development of the Project on the Housing Parcel North and Housing Parcel South , which will be submitted to the City in accordance with the Schedule of Performance and subject to approval by the City.

(qq) "Project" shall mean (i) the Property and (ii) the Improvements, as more fully set forth in the Project Objectives. As the context requires, the term "Project" shall refer to the Housing North Phase and Housing South Phase individually.

(rr) "Project Documents" shall mean the site plan, elevations and landscaping plans submitted by the Developer to enable the Developer to obtain the Entitlements or other City permits, approvals, or authorizations for development of the Project.

(ss) "Project Objectives" shall mean the description of preliminary characteristics of the Project, desired items the Parties will strive to achieve, and shall serve as the basis to inform application documents for the Entitlements, attached hereto as Exhibit B.

(tt) "Property" shall collectively mean the City-owned parcels defined as Parcel 1 ("Housing Parcel North") and 3 ("Housing Parcel South") on Vesting Tentative Parcel Map 11186, as more particularly described in Exhibit M, attached to this Agreement.

(uu) "Purchase Price" shall have the meaning set forth in Section 5.2.

(vv) "Regulatory Agreement" shall have the meaning set forth in Section 9.1, and a form of which is attached as Exhibit H.

(ww) "Schedule of Performance" shall mean the summary schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the disposition of the Undivided Parcel to the Developer and the construction of the Improvements. The Schedule of Performance is attached to this Agreement as Exhibit C.

(xx) "Security Financing Interests" has the meaning set forth in Section 11.1.

(yy) "Seller Take-Back Property Acquisition Note" has the meaning set forth in Section 3.2(a), a form of which is attached as Exhibit F.

(zz) "Site Acquisition Loan" has the meaning set forth in Section 3.2(a).

(aaa) "TCAC" shall mean the California Tax Credit Allocation Committee, which administers the low income tax credit financing program.

(bbb) "Title Company" shall mean Old Republic Title Company.

(ccc) "Title Policy" has the meaning set forth in Section 5.3.

(ddd) "Transfer" shall mean a transfer of this Agreement or an interest in the Developer, as more particularly described in Article 10.

(eee) "Workforce Housing" shall mean non age-restricted housing that is targeted to a broad range of working incomes, up to 110% Area Median Income. To the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project, selection priority will be provided first to Livermore Valley Joint Unified School District school teachers, employees working for businesses in the Livermore Downtown, first responders employed in Livermore (including emergency medical personnel), professional artists working in Livermore, and then to all other persons who live or work in Livermore. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 or Section 142 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 or Section 142, as applicable, shall control.

(fff) "EVA Improvements" is defined as the Emergency Vehicle Access Improvements which are identified on Vesting Tentative Parcel Map 11186 and in the associated Engineering Conditions (Sections 7.c & d) for the Project approval.

(ggg) "Veterans Park Parcel" is defined as Parcel 2 on Vesting Tentative Parcel Map 11186, as more particularly described in Exhibit N, attached to this Agreement. This parcel will be dedicated back to the City upon construction financing closing for the first phase of the Project and in accordance with the Schedule of Performance.

(hhh) "Veterans Park Improvements" is defined as the constructed improvements within the Veterans Park Parcel which shall be entitled and designed at the sole discretion of the City.

(iii) "Undivided Parcel" is defined as that real property in the City of Livermore known as Lot 1 of Tract Map No. 8574, recorded December 23, 2020, in Book 365 of Maps at pages 15-19, in Alameda County Records, as more particularly described in Exhibit A.

Section 2.2 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

Exhibit A: Description of the Undivided Parcel

Exhibit B: Project Objectives

Exhibit C: Schedule of Performance

Exhibit D: Intentionally Omitted

Exhibit E: Predevelopment Loan Promissory Note dated November 27, 2018

Exhibit F: Form of Seller Take-Back Property Acquisition Loan Promissory Note

Exhibit G: Form of City Deed of Trust for both Predevelopment Loan and Seller Take-Back Property Acquisition Deed of Trust

Exhibit H: Form of Regulatory Agreement

Exhibit I: Insurance Requirements

Exhibit J: City Impact Fee Schedule dated July 1, 2018

Exhibit K: Form of Memo of DDLA

Exhibit L: Form of Grant Deed

Exhibit M: Description of the Property – Housing Parcel North and Housing Parcel South

Exhibit N: Description of the Veterans Park Parcel

Exhibit O: Form of Temporary Parking Lease Agreement

Exhibit P: Request for Stay of Expiration Date for the Project Entitlements and Approvals and Approval by City of Livermore

Exhibit Q: Form of Irrevocable Parking Spaces Lease

ARTICLE 3. CITY FINANCIAL ASSISTANCE

Section 3.1 Predevelopment Loan.

(a) Loan amount. The City provided a predevelopment loan of Five Hundred Thousand Dollars ($500,000) for predevelopment costs including architecture and design costs, legal and specialty consultant fees, site feasibility analysis, title review, due diligence, and preconstruction costs. The Predevelopment Loan is evidenced by the Predevelopment Note between Developer and City dated November 27, 2018, attached as Exhibit E. Prior to transfer of the Undivided Parcel, the City, Developer and Housing North Developer shall enter into an assignment and amendment of the Predevelopment Note to: (i) assign the Note from Developer to Housing North Developer as contemplated in Recital J; and (ii) to amend the Predevelopment Loan Term set forth in the Note attached as Exhibit E to 65 years.

(b) Interest. The City Predevelopment Loan shall bear three percent (3%) annual interest.

(c) Loan repayment. The City Predevelopment Loan shall have a term that expires on the sooner of the date fifty-five (55) years from either the conversion of the permanent financing (the "Predevelopment Loan Term") or 65 years from the date of this Agreement, unless otherwise terminated for infeasibility as described herein. The City Predevelopment Loan repayment shall be deferred during development of the Project. Upon issuance of a certificate of occupancy, payment on the City Predevelopment Loan shall be made from a pro rata share of residual receipts, the terms of which are described in the Predevelopment Loan Note.

Developer shall have the right to prepay the City Predevelopment Loan at any time, with no prepayment penalty. However, this DDLA shall remain in effect for the duration of the Predevelopment Loan Term, regardless of any prepayment or timely payment of the City Predevelopment Loan.

All principal and interest on the City Predevelopment Loan shall, at the option of the City, be due and payable upon the earliest of: (i) the occurrence of an Event of Default, as described in Section 3.2(e), for which the City exercises its right to cause the indebtedness to become immediately due and payable; or (ii) subject to the terms of Section 3.1(e) below.

Developer shall be responsible for payment of the principal of, or interest on, the City Predevelopment Loan as described in the Predevelopment Loan Promissory Note, attached hereto as Exhibit E. The sole recourse of the City with respect to principal of, or interest on, the Predevelopment Loan shall be as described in the Predevelopment Loan Promissory Note.

Upon the transfer of the Undivided Parcel to Developer, the Predevelopment Loan shall be secured by a deed of trust recorded against the Undivided Parcel (the "Predevelopment Loan

Deed of Trust", form of which is attached to this Agreement as Exhibit G). Once the Final Map is recorded and in accordance with the Schedule of Performance, and upon the close of construction financing for the first phase of the Project, the Veterans Park Parcel shall be dedicated back to the City, free and clear of any encumbrances (except as otherwise provided herein). The parties shall execute necessary documents to remove any encumbrances from the Veterans Park Parcel, including but not limited to a partial reconveyance of the Predevelopment Loan Deed of Trust and partial termination of the Regulatory Agreement.

(d) In the event that this Agreement is partially assigned to the Housing South Developer as contemplated in Section 1.2, at Developer's option in its sole discretion, the Predevelopment Loan shall be partially assigned to Housing South Developer and the Predevelopment Loan documents will be modified accordingly. In such an event, the City hereby acknowledges and agrees that there shall be no cross defaults between the Predevelopment Loan and applicable loan documents for the Housing North Developer and the Predevelopment Loan and applicable loan documents for the Housing South Developer.

(e) Termination for Infeasibility. Predevelopment Loan shall terminate if during the predevelopment analysis the Project is determined to be infeasible. City shall have no obligations to disburse additional funds. In the event that, prior to Developer's construction finance closing, the Project is determined by Developer or City to be infeasible through no fault of Developer, or if Developer terminates pursuant to Section 5.10, the Predevelopment Loan shall terminate and Developer's obligation to repay such Predevelopment Loan shall be forgiven.

Section 3.2 Site Acquisition Loan.

(a) Loan amount. City shall make an acquisition loan to the Developer in the amount of the Purchase Price of the Property ("Site Acquisition Loan"). The purchase price of the property shall be Seven Million Eight Hundred Thousand Dollars ($7.8M). The Site Acquisition Loan shall be evidenced and secured by the Seller Take-Back Note and Seller-Take Back Site Acquisition Deed of Trust recorded against the Undivided Parcel, the forms of which are attached as Exhibit F and Exhibit G.

(b) Interest. The Site Acquisition Loan shall bear interest at 3% annual simple interest.

(c) Loan conditions to disbursement. Disbursement of Site Acquisition Loan shall be contingent on the Developer entering into a Regulatory Agreement to provide for affordable rents in no more than forty-nine percent (49%) of units in the Project in the form attached hereto as Exhibit H.

(d) Loan repayment. Annual payments on the Seller Take-Back Note shall be due and payable on a pro-rata residual receipts basis in accordance with the formula set forth in the Seller Take-Back Note. The annual loan payments shall commence upon conversion of the project to permanent financing and continue for fifty-five years. The entire outstanding principal balance of the Site Acquisition Loan, together with interest accrued thereon and all other sums accrued, shall be payable in full on the date Maturity Date, as defined in the Seller Take-Back

Note. City shall have the right to accelerate the Maturity Date and declare all sums payable under the Seller Take-Back Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an event of borrower default, as described in Section 3.2(e).

Upon the transfer of the Undivided Parcel to Developer, the Site Acquisition Loan shall be secured by a deed of trust recorded against the Undivided Parcel, a form of which is attached to this Agreement as Exhibit G. The Veterans Park Parcel shall be dedicated back to the City, free and clear of any encumbrances (except as otherwise provided herein), upon close of construction financing for the first phase of the Project on the timeframe specified by the Schedule of Performance. The parties shall execute necessary documents to remove any unauthorized encumbrances from the Veterans Park Parcel including but not limited to a partial reconveyance of the Seller-Take Back Site Acquisition Deed of Trust and partial termination of the Regulatory Agreement.

(e) Event of Site Acquisition Loan Default. The following events shall constitute an event of default under the Site Acquisition Loan:

(1) Developer fails to pay when due the principal and interest payable under the Note, and such failure continues for thirty (30) days after City notifies Borrower thereof in writing;

(2) A transfer occurs in violation of Article 10;

(3) Developer fails to maintain insurance, as required in Section 4.6 and fails to cure such default within five days;

(4) Developer fails to pay prior to delinquency taxes or assessments due on the Property Improvements or fails to pay when due any other charge that may result in a lien on the Property or the Improvements, and Developer fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(5) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(6) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City;

(7) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), Developer or any general partner thereof (i) commences a voluntary case

or proceeding; (ii) consents to the entry of an order for relief against Borrower or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(8) A court of competent jurisdiction shall have made or entered any decree or order (i) adjudging the Developer to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (iv) directing the winding up or liquidation of the Developer, in each case if such decree, order, petition, or appointment is not removed or rescinded within ninety (90) days;

(9) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event (unless a lesser time period is permitted for cure pursuant to paragraphs (7) or (8) above or pursuant to any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(10) Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(11) A material breach of this Agreement or any City Document and remains uncured beyond any applicable cure period.

(f) If, in the City's sole discretion, the Developer fails to observe or perform any condition contained in Section 3.2(d) or (e), or take diligent action towards the cure or remedy of such event, for a period of sixty (60) days after written notice from the City specifying such failure and requesting that it be cured, such event shall be deemed a default under the Site Acquisition Loan and the City shall be entitled, and in addition to all other remedies provided by law or in equity, to compel specific performance by the Developer of its obligations under the Site Acquisition Loan. Any investor or limited partner of Developer or Developer's assignee shall have the same notice and cure rights granted to Developer, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Developer.

(g) City and Developer acknowledge and agree that the City is conveying the Undivided Parcel prior to recordation of the Final Map. In the event that the Property Undivided Parcel and Project are subdivided into more than one parcel and/or ownership structure, the Site Acquisition Loan may be divided into multiple loans, to be allocated proportionally amongst some or all of the subdivided Property and Project as mutually determined by the City and Developer, each with terms in accordance with this Section 3.2. If requested by either City or

Developer, this Agreement, the Site Acquisition Loan documents, and the Regulatory Agreement may be amended to reflect any such changes.

The City hereby acknowledges and agrees that there shall be no cross defaults between the Site Acquisition Loan and applicable loan documents (including the Regulatory Agreement) once those are divided and assigned to the Affiliated limited partnership.

Section 3.3 Development Loan/Contribution. Subject to approval of a final finance plan, the City may, but is not obligated to, make a future development loan and/or other financial contribution ("Development Loan/Contribution") to be disbursed to pay for development and/or operations costs in connection with the Project. The Development Loan/Contribution shall be contingent upon the City and Developer agreeing to terms for each phase of development. Development Loan/Contribution will only be disbursed following approval of the finance plan, and the necessary land use, environmental, and permit approvals. A Development Loan/Contribution agreement, the form of which shall be mutually agreed upon by City and Developer and be consistent with this Agreement, will control the specific terms of the Development Loan/Contribution. The amount of the Predevelopment Loan allocated to each phase may be included in the Development Loan/Contribution for such phase and be deemed to have been previously disbursed.

Section 3.4 Financing for EVA Improvements. As set forth in this subsection and subject to the conditions set forth herein, the City will reimburse Developer for the approved costs associated with constructing EVA Improvements solely consisting of the installation of retractable bollards described in 7c of the City's Engineering Conditions ("EVA Improvement Reimbursables") that are approved by the City. Developer shall first provide the City with a cost proposal for the EVA Improvement Reimbursables, including design and construction, and City shall maintain the right to approve or disapprove costs. Reimbursement of City-approved costs will not be included as part of City's loan assistance to develop the Project. Improvements shall be constructed in compliance with all applicable laws as described in Sections 8.5 and in Exhibit B. Developer will submit actual invoices to City only for that portion of work which is approved for reimbursement by City.

Section 3.5 Construction and Financing for Veterans Park Improvements. The Parties agree that the Developer will manage the construction of the Veterans Park Improvements but that the City will pay for the costs of the Veterans Park Improvements at its sole expense. City and Developer will negotiate a future construction management and reimbursement agreement to coordinate the construction of the Veterans Park Improvements. The Agreement shall authorize reimbursement for the construction of the park, per the designs and specifications issued by the City, and shall not exceed Five Million Five Hundred Thousand Dollars ($5,500,000) (not including any grants obtained by Developer to help fund the construction costs), without additional approval of the City Council. The Agreement and the procurement of the contractor

who will build the park shall comply with all applicable local, state, and federal procurement laws to the extent such laws apply.

These improvements would be exclusive of any development loan provided by the City for development of the Project.

ARTICLE 4. PREDISPOSITION REQUIREMENTS

Section 4.1 City's Conditions Precedent to Close of Escrow. As conditions precedent to the Close of Escrow for the Undivided Parcel, the conditions set forth in this Article 4 and Section 6.2 must first be met by the times specified for such conditions in the Schedule of Performance (as such times may be extended pursuant to Section 4.7) or, if no time is so specified, on or before the Close of Escrow. Satisfaction of these conditions depends on performance by the Developer. Only the City can waive satisfaction of the conditions in this Article 4 and Section 6.2.

Section 4.2 Financing Commitment. The Developer shall provide the City with a preliminary development Pro Forma, setting forth the Developer's estimate of sources and uses of funds for development of the Project. No later than the time specified in the Schedule of Performance, but not as a condition to Close of Escrow, the Developer will submit a true copy of each letter of interest from lenders, TCAC, and/or equity partners to provide funds in the amounts necessary to fully finance the projected costs of development of the Improvements, each of which shall be approved by the City. Prior to conveyance of the Housing South Parcel as contemplated in Recital J and section 1.2(b), but not as a condition to Close of Escrow on the Undivided Parcel, Developer shall have either (i) obtained all financing necessary to build the Improvements, or (ii) will close on the financing necessary to build the Improvements.

Section 4.3 City Approvals. The Developer shall obtain all Entitlements necessary for the Improvements. Developer and City acknowledge that the Litigation is pending, and therefore the Parties agree that Entitlements issued by the City during the pendency of the Litigation shall be deemed to have been obtained.

Section 4.4 Organizational Documents. The City shall approve the Developer's organizational documents in the time specified in the Schedule of Performance.

Section 4.5 Federal Environmental Review and Clearance. Notwithstanding any other provision in this Agreement, the City shall have no obligation to sell the Undivided Parcel, the Developer shall have no obligation to purchase the Undivided Parcel, and no transfer of title to the Developer may occur, unless and until the City has provided the Developer with written notification that: (1) the City has completed a federally required environmental review pursuant to the National Environmental Policy Act ("NEPA") and the City's request for release of funds has been approved and, subject to any other conditions in this Article 4, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review are satisfied before or after the purchase of the Undivided Parcel; or (2) it has determined the purchase is exempt from federal environmental review pursuant to NEPA and

a request for release of funds is not required. The City shall use its best efforts to conclude the environmental review pursuant to NEPA of the Undivided Parcel expeditiously.

Section 4.6 Insurance. Within the time specified in the Schedule of Performance, the Developer shall furnish to the City the type and amounts of insurance specified in Exhibit I, which may be modified from time to time by the City's Risk Manager upon written notice, provided that such modifications are commercially reasonable and reasonably financially feasible.

Section 4.7 Time Extensions. The City Manager shall have the authority to approve two extensions of the Schedule of Performance, as mutually agreed upon in writing between the Parties and which the City Manager deems reasonable and appropriate.

Section 4.8 Lease Back of the Undivided Parcel. Prior to the Close of Escrow on the Undivided Parcel, the parties shall enter into a Temporary Parking Lease for the Undivided Parcel in substantial conformance with Exhibit O wherein parking will be available for public parking until construction of the first phase of the Project commences and shall deposit an executed counterpart of the Temporary Parking Lease Agreement for the Undivided Parcel with the Escrow Holder. As further set forth in the Temporary Parking Lease Agreement, the lease shall be a triple net lease, with City responsible for payment of all costs it incurs during its lease of the Undivided Parcel. In addition, in consideration for the use of the Undivided Parcel during the lease period, City shall either pay directly or reimburse Developer for all third party costs incurred as a result of Developer's ownership of the property, including insurance, property taxes and assessments and any other expenses which are required to be paid directly by the Developer as part of the operation of the Undivided Parcel as temporary public parking. Any other expenses that the City shall be responsible for under the Temporary Parking Lease Agreement other than insurance, property taxes and assessments shall be subject to review and approval by the City prior to commitment or obligation by the Developer. City's obligations to reimburse Developer for insurance, property taxes and assessments under the Lease shall not exceed One Hundred Twenty Thousand ($120,000) per year, for the term of the lease, increasing 3% annually, or further Council approval shall be required.

Section 4.9 Air Rights to Housing Parcels. Prior to the Close of Escrow on the disposition of the Undivided Parcel the parties shall have taken the necessary steps to ensure that the City will receive the air rights to Parcels 1 and 3 at and above the elevation of 534 feet by modifying the Veterans Park Parcel accordingly. The intent of this paragraph is to ensure that the Project shall not exceed the entitled height elevation of 534, or 52 feet above the surface elevation (the benchmark elevation is 482 feet, measured from a monument at the corner of Railroad Avenue and L Street), provided, however, that the City shall provide Developer with a temporary access easement to access the air rights above Parcels 1 and 3 during construction of the Project. Veterans Park Parcel shall be dedicated back to the City as described in Section 8.10.

ARTICLE 5. DISPOSITION OF THE UNDIVIDED PARCEL

Section 5.1 Purchase and Sale. Provided the predisposition requirements set forth in Article 4 and the additional closing conditions set forth in Section 5.4 have been satisfied, the City shall sell to the Developer, and the Developer shall purchase from the City, the Undivided Parcel pursuant to the terms, covenants, and conditions of this Agreement.

Section 5.2 Purchase Price. The Purchase Price for the Property shall be $7,800,000 (Seven Million Eight Hundred Thousand Dollars).

Section 5.3 Opening Escrow. To accomplish the conveyance of the Undivided Parcel from the City to the Developer, in accordance with the Schedule of Performance, the Parties shall establish an escrow and execute and deliver to the Escrow Holder written instructions that are consistent with this Agreement. At Close of Escrow, Title Company shall provide Developer (at Developer's sole cost and expense) an ALTA owner's policy of title insurance issued by the Title Company insuring fee title to the Property vested in Developer subject only to the Permitted Exceptions (the "Title Policy").

Section 5.4 Additional Closing Conditions. Subject to the satisfaction of all predisposition conditions to the Close of Escrow set forth in this section, the Close of Escrow shall occur and the City shall convey, and the Developer shall accept conveyance of, a fee interest in the Property pursuant to the Grant Deed, a form of which is attached to this Agreement as Exhibit L.

The following shall constitute conditions to the completion of the Close of Escrow:

(a) The conditions precedent set forth in Article 4 above shall have been satisfied.

(b) The Developer shall have deposited the following with the Escrow Holder: (i) City Documents, executed and acknowledged as applicable, (ii) Developer's share of closing costs, and (iii) any other documents required by Article 4 and Section 6.2 and that may be reasonably requested by the Escrow Holder and the Title Company and that are customarily delivered in connection with the closing of real estate transactions in Alameda County.

(c) There shall exist no condition, event or act which would constitute a Developer Event of Default or which, upon the giving of notice or the passage of time, or both, would constitute a Developer Event of Default.

(d) The representations and warranties of Developer as set forth in Section 13.1 remain true and correct in all material respects. There has been no material adverse change in the financial condition of the Developer as of the date of the Close of Escrow.

(e) Title Company shall be prepared to issue the Title Policy without any exceptions other than the Permitted Exceptions.

(f) Reserved.

(g) The City shall have deposited the following with the Escrow Holder (i) the Grant Deed, in recordable form, (ii) an owner's affidavit as reasonably and customarily required by the Title Company, and (iii) any other documents required by Article 4 and Section 6.2 and that may be reasonably requested by the Escrow Holder and the Title Company and that are customarily delivered in connection with the closing of real estate transactions in Alameda County.

Section 5.5 Deposit of Documents. Within ten (10) business days after the satisfaction or waiver of all of the conditions set forth in Article 4, the Parties shall deposit into Escrow any and all documents and funds necessary to effectuate the Close of Escrow. Each such agreement, instrument and document shall be duly executed, and in recordable form if it is to be recorded.

Section 5.6 Close of Escrow. Provided that all of the conditions set forth in Article 4 have been satisfied or waived and all of the documents set forth in Section 5.5 have been deposited into Escrow, Escrow Holder shall do all of the following:

(a) Complete all blank spaces, if any, in the Grant Deed, including the effective dates thereof;

(b) Attach thereto final and accurate legal descriptions consistent with the title policies required under this Agreement;

(c) Deliver copies of fully executed originals of Grant Deed to the appropriate parties; and

(d) Cause to be recorded or distributed (as set forth below) the following documents:

(1) Record in the Official Records the Grant Deed conveying the Property to the Developer;

(2) Record in the Official Records the Seller Take-Back Site Acquisition Deed of Trust and Predevelopment Loan Deed of Trust;

(3) Record in the Official Records the Regulatory Agreement;

(4) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(5) Forward to both the Developer and the City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon;

(6) Provide the Title Policy to Developer; and

(7) Distribute or record such other documents as may be specified in the Parties' escrow instructions, if any.

The date on which the Escrow Holder records the last of the above items shall be the "Close of Escrow."

Section 5.7 Additional Escrow Instructions. The Parties shall execute such further escrow instructions as Escrow Holder may require; provided that Escrow Holder shall not require the imposition of any additional obligations or liabilities on the Parties. Such further escrow instructions shall not modify the provisions of this Agreement unless the Parties otherwise expressly provide for such modification in such additional instructions.

Section 5.8 Condition of Title to the Property. The City shall convey the fee interest in the Undivided Parcel to the Developer free of all liens, encumbrances, clouds, conditions, and rights of occupancy and possession, except the (a) the Permitted Exceptions, (b) reservations, licenses, easements and rights of way in, to, over or affecting the Property for any purpose whatsoever that are existing as of the date of this Agreement and have been disclosed to Developer in writing or are otherwise known to Developer or would be apparent or discoverable by an ALTA survey of the Property. Notwithstanding the foregoing, City acknowledges and hereby agrees to remove that certain easement dated November 7, 1978 and recorded May 18, 1979, as Instrument No 79-095080 prior to conveyance of the Undivided Parcel.

Section 5.9 Condition of the Undivided Parcel.

(a) "As Is" Conveyance.

(1) THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE CITY IS CONVEYING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT THE DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM CITY AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY OR ANY PARTICULAR PURPOSE, (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, (F) THE COMPLIANCE OF THE PROPERTY OR THEIR OPERATION WITH ANY

APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY, EXCEPT AS PROVIDED IN ARTICLE 6, AND (H) THE CONDITION OF TITLE TO THE PROPERTY. THE DEVELOPER AFFIRMS THAT THE DEVELOPER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE CITY OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE CITY MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. THE DEVELOPER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). THE DEVELOPER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(2) Developer's Release of City. Except as provided in Section 6.2, the Developer, on behalf of itself and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the City, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or their suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

(3) Scope of Release. The release set forth in Section 5.9(a)(2) hereof includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Developer agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to the Developer may have given or may

hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Developer's Initials: _____

(b) The provisions of this section shall survive the termination of this Agreement.

Section 5.10 Inspections; Condition of Site. Developer shall conduct its own investigation of the Property, its physical condition, the soils and environmental conditions of the Property and all other matters which, in Developer's sole and absolute judgment, affect or influence Developer's willingness to develop the Property pursuant to this Agreement. Within the time set forth in the Schedule of Performance, Developer shall provide written notice to City of Developer's determinations concerning the suitability of the physical condition of the Property and its economic feasibility for development and intended use. If, in the Developer's sole and absolute discretion, the physical condition of the Property is unsuitable for the use or uses to which the Property will be put, or that it is not economically feasible for Developer to develop the Project pursuant to this Agreement, then Developer shall have the option to (a) take any action necessary to place the Property in a condition suitable for development, at no cost to City; or (b) terminate this Agreement pursuant to the provisions in Section 3.1(e). If Developer has not given written notice to City of its determination concerning the suitability of Property within the time set forth in the Schedule of Performance, Developer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section.

Section 5.11 Right of Entry. Prior to the Close of Escrow, City will grant to the Developer and the Developer's agents the right to enter upon the Property for the exclusive purpose of conducting studies and investigations that will assist the Developer in performing its due diligence investigation. Such entry shall be made only during regular business hours and upon not less than five (5) business days' advance telephonic, email, or written facsimile notice to the City's Housing Programs Manager.

Prior to exercise of the right of entry, the Developer shall provide the City with satisfactory evidence, in the form of a certificate of insurance, that the Developer's agents who obtain access to the Property are insured to the levels required by the City's Risk Manager.

The Developer shall indemnify, defend and hold the City of Livermore, Indemnitees, as defined in Section 9.4 and the Property harmless from and against, any and all costs, expenses (including, without limitation, attorneys' fees), damages, claims, liabilities, liens (including, without limitation, mechanics liens) encumbrances and charges to the extent such arise out of or are in any way directly related to any entry by the Developer or the Developer's agents upon the Property, but only to the extent such matters do not arise from the gross negligence or willful misconduct of the City or other Indemnitee, from pre-existing conditions of the Property, or from Developer's discovery of any information potentially having a negative impact on the Property. The foregoing obligation of the Developer shall survive the expiration or termination of this Agreement.

Section 5.12 Real Estate Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement. The Developer represents that it has not obtained or engaged the services of a real estate broker in this transaction. If a real estate commission is claimed through either Party in connection with the transaction contemplated by this Agreement, then the Party through whom the commission is claimed shall indemnify, defend and hold the other Party harmless from any liability related to such commission. The provisions of this Section shall survive termination of this Agreement.

ARTICLE 6. HAZARDOUS MATERIALS REPRESENTATIONS

Section 6.1 Existing Hazardous Materials. Environmental investigations conducted at the Undivided Parcel found limited areas of metals (lead, arsenic) in shallow soil, total petroleum hydrocarbons (TPH) in soil and groundwater, and volatile organic compounds (VOCs) in groundwater and soil gas (air in between soil particles). Environmental investigations conducted to support development off-property, at adjacent properties, found VOCs associated with former dry-cleaning operations to the south of the Undivided Parcel.
Data from the recent investigation and prior sampling events indicate the following:

- Soil: Metals were confirmed in shallow soil within the areas proposed for excavation during the proposed development of the Undivided Parcel. The detected metals concentrations are generally within the range of naturally occurring (background) levels or, when evaluated as a whole, less than Water Board Tier 1 environmental screening levels.
- Groundwater: Chemicals detected in groundwater include tetrachloroethene (PCE), total petroleum hydrocarbons (TPH) as diesel, and chloroform. Based on historical site use and known use of neighboring properties, these chemicals are a result of releases from upgradient sources and concentrations have been decreasing over time.
- Soil Vapor: Chemicals detected in soil vapor include PCE and benzene. VOCs detected in soil vapor at the Property are likely the result of one or more VOCs release(s) from historical dry-cleaning operations at the, adjacent, former Quality Cleaners located south of the Property at 2048 First Street, rather than the result of past use of the Property.

Data was used to evaluate potential health risks to future occupants of the planned residential buildings. Based on this assessment, using conservative (health protective) assumptions, the estimated risks are well within levels considered by the California and United States Environmental Protection Agencies to be protective of human health and do not warrant further remediation or mitigation as part of the proposed development of the Property.

The San Francisco Bay Regional Water Quality Control Board ("Water Board") has required submittal of a Site Management Plan ("SMP") prior to the start of construction on the Property. The SMP is intended to ensure protection of human health at the property by establishing procedures and protocols to be followed during construction and post-construction. The SMP includes procedures to help ensure that chemicals (e.g., petroleum and metals) in soil and groundwater from historical site uses and uses at other nearby sites are safely managed and disposed of should they be encountered during site development. The SMP will also include protocols for confirmation testing to demonstrate that volatile organic compounds in soil gas do not pose a risk to future occupants.

Once completed and approved by the Water Board, the SMP will be provided to the Developer in accordance with the Schedule of Performance.

Section 6.2 Indemnification and Cooperation. After Developer completes analysis of the SMP and the environmental condition of the Property, and prior to the close of escrow for the Undivided Parcel, the Developer and City shall enter into an indemnity and cooperation agreement to apportion costs and any potential liability related to Hazardous Materials at, on, in, beneath, or from the Property from and after the date of the close of escrow between the Parties.

The Parties acknowledge that no remediation or mitigation is required for the Undivided Parcel in order to develop the Project as more particularly described in section 6.1, above. The indemnity and cooperation agreement between the parties will delineate each party's responsibilities regarding the following:

- Soil Handling Protocols for the development of the Project;
- Post Construction Confirmation Testing to Confirm Results of the City's Human Health Assessment; and
- Operation and Maintenance of the HVAC system in the Project's garage.

The indemnity and cooperation agreement shall also address any action items resulting from the City's remedial work plan to be submitted for Water Board review and approval; and access issues related to neighboring sites, including any need for access to install groundwater monitoring or soil vapor wells to the south of the Housing Parcel South, should the City be unable to place the wells in the Public Right of Way.

The City Manager is authorized to negotiate and execute the indemnity and cooperation agreement in an amount not to exceed $4,300,000, subject to the City Attorney's approval of the agreement as to form. The obligations of the City under the indemnity and cooperation agreement shall not exceed $4,300,000, without further council approval.

Furthermore, Developer shall have no responsibility for any environmental compliance costs resulting from the City's other open Water Board cases applicable to other city-owned properties near the Project site.

ARTICLE 7. DESIGN REQUIREMENTS

Section 7.1 Project Design. The Parties acknowledge that the Developer worked with City in designing the Project to standards that are acceptable to City and that met the objectives identified in the Project Objective, attached as Exhibit B. To the extent any further Entitlements are required for the Project, Developer acknowledges and agrees that the City has full authority and discretion to grant or deny applications for Entitlements.

Section 7.2 Additional Permits and Approvals. Within the time specified in the Schedule of Performance (as such times may be extended pursuant to Section 4.7 or by mutual agreement of the Parties), Developer shall obtain all ministerial permits and approvals necessary to construct the Improvements. All applications for such ministerial permits and approvals shall be consistent with the approved Project Documents. The Developer acknowledges that execution of this Agreement by the City does not constitute approval by the City of any required ministerial permits or approvals, and in no way limits the City's approval process for any such permit and approval. The City shall provide reasonable assistance to the Developer in securing such ministerial permits and approvals.

Section 7.3 City Review. Except for the activities to be performed by or on behalf of the City as otherwise contemplated herein, the Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the Project, including, but not limited to, the quality and suitability of the Project Documents, the supervision of construction work for the Project and the Veterans Park Improvements, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Except for the activities to be performed by or on behalf of the City as otherwise contemplated herein, any review or inspection undertaken by the City with reference to the Project is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City under this Agreement, and should not be relied upon by the Developer or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Improvements.

ARTICLE 8. PRE-CONSTRUCTION AND CONSTRUCTION OF THE IMPROVEMENTS

Section 8.1 Commencement of Construction. The Developer shall commence pre-construction activities and the construction of the Improvements within the times set forth in the Schedule of Performance. Construction shall be deemed to commence on the date the Developer issues a notice to proceed pursuant to a valid Building Permit from the City.

Section 8.2 Completion of Construction. The Developer shall diligently prosecute to completion the construction of the Improvements, and shall complete construction of the Improvements within the time set forth in the Schedule of Performance, subject to Force Majeure

requirements in Section 13.4 of this Agreement. As between the City and the Developer, except for, Veterans Park Improvements, and work contemplated by the Cooperation and Indemnity Agreement referenced in section 6.2, above, the Developer shall be solely responsible for the construction of the Improvements, including all costs of construction (except for the EVA Improvement Reimbursables referenced in Section 3.4).

Section 8.3 Construction Pursuant to Scope and Plans.

(a) The Developer shall construct the Improvements in accordance with the approved Final Construction Drawings, and the terms and conditions of all City and other governmental approvals.

(b) The Developer shall submit or cause to be submitted for the City approval any proposed change in the Final Construction Drawings which materially changes the size, location, or elevations of the Improvements, including the landscape and/or hardscape, or signage of the Improvements, or which materially changes the quality or appearance of the exterior materials of the Improvements, or which would require an amendment to any City Approval prior to making such change. The City, through the City Manager or his/her designee, shall reasonably approve or disapprove a proposed material change within fifteen (15) days after receipt by the City. If City does not approve or disapprove within fifteen (15) days after receipt by the City, such non-response shall be deemed approval. If the City rejects the proposed material change, then, upon request of Developer, the City shall provide the Developer with the specific reasons therefor, and the approved Final Construction Drawings shall continue to control.

The obligations of the City pursuant to this section are separate from the rights the City may have in exercising its municipal regulatory authority and nothing contained herein shall limit the City's rights under its regulatory authority.

(c) No change which is required for compliance with building codes, government health and safety regulations or other applicable laws or regulations, or to comply with changes or corrections required of the Developer in the plan check process shall be deemed material. However, the Developer must submit to the City any change that is required for such compliance within ten (10) days after making such change, and such change shall become a part of the approved Final Construction Drawings, binding on the Developer.

Section 8.4 Mechanics' Liens. The Developer shall indemnify the City and hold the City harmless against and defend the City in any proceeding related to any mechanic's lien, stop notice or other claim brought by a subcontractor, laborer or material supplier who alleges having supplied labor or materials in the course of the construction of the Improvements by the Developer. This indemnity obligation shall survive the issuance of a Certificate of Occupancy by the City and the termination of this Agreement.

Section 8.5 Compliance with Applicable Law; Prevailing Wage Requirement.

a) The Developer shall cause all construction to be performed in compliance with: 1) All applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter. (2) All directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after the payment of all applicable fees, procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible to the City for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in work on the Property.

b) The Developer shall pay and shall cause the contractor and subcontractors to pay prevailing wages in the construction of the Development as those wages are determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices as required by California Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"). In addition, as applicable, the Developer shall cause its respective contractors and subcontractors in the construction of the Project to do all the following: 1) all calls for bids, bidding materials and the construction contract documents for the Project must specify that (A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the Project unless registered with the DIR pursuant to Labor Code Section 1725.5, and (B) the Project is subject to compliance monitoring and enforcement by the DIR; 2) the Developer is required to provide the City all information required by Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of the contract (https://www.dir.ca.gov/pwc100ext/); 3) the Developer shall cause its respective contractors to post job site notices, as prescribed by regulation by the DIR; or 3) the Developer shall cause its respective contractors to furnish payroll records required by Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner. Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractor and subcontractors) to pay prevailing wages in accordance with the terms of this Agreement as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the construction of the Development. The requirements in this Subsection survive the repayment of the City Loans, the reconveyance of the Deed of Trust, and the expiration of the Regulatory Agreement.

c) The Developer shall defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Developer, its contractor and subcontractors) to pay prevailing wages in accordance with this Agreement as determined pursuant to Labor Code Sections 1720 et seq., and implementing regulations of the Department of Industrial Relations or comply with the other applicable provisions of Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the Department of Industrial Relations in connection with the construction, pursuant to this Agreement, of the Project and shall indemnify and hold the City harmless against any damages, compensation, fines, penalties or other amounts resulting from the successful prosecution of such claim.

d) The Developer shall construct the Project to comply with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act, Section 504 of the Construction Act of 1973, Title II and/or Title III of the Americans with Disabilities Act of 1990, Title 24 of the California Code of Regulations and the Uniform Federal Accessibility Standards, and in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.).

Section 8.6 Progress Reports. Until a Certificate of Occupancy has been issued by the City, the Developer shall provide the City with periodic progress reports, as reasonably requested by the City (but not more than once every calendar month), regarding the status of the construction of the Improvements. Such report shall consist of an executive summary of the work to date, including, but not limited to, the causes for any delays and the work that is anticipated for the following month, a reasonable number of construction photographs taken since the last report submitted to the City, and shall be in form reasonably acceptable to the City.

Section 8.7 Entry by City. After the expiration of the Temporary Parking Lease Agreement and the City's issuance of a Building Permit for the Project, but prior to the City's issuance of a Certificate of Occupancy has been issued by the City, the Developer shall permit the City, upon reasonable prior notice (which shall in no event be less than 48 hours), through its officers, agents, or employees, to enter the Property during normal business hours to inspect the work of construction to determine that such work is in substantial conformity with the Scope of Development and the approved Final Construction Drawings or to inspect the Property for compliance with this Agreement. The City is under no obligation to (a) supervise construction, (b) inspect the Property, or (c) inform the Developer of information obtained by the City during any inspection. The Developer shall not rely upon the City for any supervision or inspection. The rights granted to the City pursuant to this section are in addition to any rights of entry and inspection the City may have in exercising its municipal regulatory authority.

Section 8.8 Non-Discrimination During Construction; Equal Opportunity. The Developer (for purposes of this Section 8.8, the term "Developer" shall include Developer's

contractors), for itself, its successors and assigns, and transferees agrees that in the construction of the Project provided for in this Agreement:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, actual and perceived, medical condition, age, marital status, sex, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS), actual or perceived, or retaliation for having filed a discrimination complaint ("Nondiscrimination Factors"). The Developer will take affirmative steps to ensure that applicants are employed by the Developer, and that its employees are treated without regard to the Nondiscrimination Factors during employment including, but not limited to, activities of: upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to its employees and applicants for employment, the applicable nondiscrimination clause set forth herein.

(b) The Developer will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned nondiscrimination factors; and

Section 8.9 Insurance Requirements. Developer, its contractors, subcontractors and/or agents shall furnish or cause to be furnished to the City duplicate originals of insurance policies, complete with additional insured and loss payee endorsement, as applicable pursuant to this Agreement. Developer shall, until Developer's obligations under this Agreement are paid and discharged in full, maintain and keep in full force and effect any insurance required by City, issued by companies approved and regulated by the State Department of Insurance in the amounts and terms set forth in Exhibit I. Upon reasonable written notice, Developer shall comply with any changes to the amounts and terms of insurance as may be required from time to time by the City's Risk Manager, provided that such changes are commercially reasonable and reasonably financially feasible.

Section 8.10 Dedication of Veterans Park Parcel. Developer shall dedicate the Veterans Park Parcel (Parcel 2) back to the City upon recordation of the Final Map and upon construction finance closing for the first phase of the Project, at the time specified in the Schedule of Performance. Parcel 2 shall have air rights over Parcels 1 and 3, as described in Section 4.10 above. Parcel 2 shall also be dedicated to the City free and clear of any encumbrances created by the Developer that have not been authorized by the City. Notwithstanding the foregoing, City hereby acknowledges and agrees that City will grant certain temporary construction easements to Housing North Developer and Housing South Developer necessary for the construction of the Project, in form and substance as mutually agreed upon by the Parties.

The parties hereto agree that irreparable damage would occur in the event Section 8.10 of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

Section 8.11 Reserved Parking for the Project's Residents. The City agrees to enter into an irrevocable parking space lease, in a form substantially compliant with Exhibit Q, with the Developer for 16 reserved parking spaces for Project residents in the L Street Garage, which will be constructed and owned by the City to serve the Project. The spaces will be leased at $300 per space per year, for an annual cost of $4,800, for a 55-year term with a 2.5% escalator. The term will commence from lease-up of the first phase of the Project. The lease can be assumed by a future owner of the Project subject to any existing encumbrances, so long as the Project remains in compliance with its permanent affordable housing covenants.

ARTICLE 9. OBLIGATIONS WHICH CONTINUE THROUGH AND BEYOND THE COMPLETION OF CONSTRUCTION

Section 9.1 Affordable Housing Use. The Developer covenants to use the Property for affordable housing for a period of not less than 55 years, in conformance with the regulatory agreement ("Regulatory Agreement"), the form of which is attached hereto as Exhibit H. As further set forth herein, upon conveyance of the Housing South Parcel, the Regulatory Agreement shall be modified to reflect the correct unit count and mix for the Housing North Parcel, and a new regulatory agreement shall be executed by the Housing South Developer that will be specific to the Housing South Project.

Section 9.2 Downtown Landscape Maintenance District. The Parties acknowledge that the City's Downtown Landscape Maintenance District LL-859 applies to the Property upon completion of the construction of the Project. The parties agree that no other existing Community Facility District applies to the Project.

Section 9.3 Maintenance. The Developer hereby agrees that, after the Close of Escrow and prior to completion of construction of the Improvements, the Property shall be maintained in a neat and orderly condition and in accordance with industry health and safety standards, and that, once the Project is completed, the Project shall be well maintained as to both external and internal appearance of the buildings, the common areas, and the parking areas. The Developer shall maintain or cause to be maintained the Improvements in good repair and working order, and in a neat, clean and orderly condition, including the walkways, driveways, parking areas and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements. In the event that there arises a condition in contravention of the above maintenance standard, then the City shall notify the Developer in writing of such condition, giving the Developer thirty (30) days from receipt of such notice to commence and thereafter diligently to proceed to cure said condition. In the event the Developer fails to cure or commence to cure the condition within the time allowed, the City shall have the right to perform all acts necessary to cure such a condition. The City shall receive from the Developer the City's reasonable cost in taking such action and shall provide reasonable evidence of such costs to the Developer.

Section 9.4 Developer To Indemnify City.

(a) The Developer shall indemnify, defend (with counsel approved by the City) and hold harmless the City and its elected officials, officers, employees, agents,

consultants, designated volunteers, and contractors (collectively, the "Indemnitees") from and against any and all liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, causes of action, writs, judicial or administrative proceedings, penalties, deficiencies, fines, orders, judgments and damages (all of the foregoing collectively "Claims") which in any manner, directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, result from, or relate to: (i) approval of this Agreement and/or the Improvements; (ii) performance of this Agreement on the part of the Developer or any contractor or subcontractor of Developer; and/or (iii) the development, operation, maintenance or management of the Improvements, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that the City does not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or Developer's deposit with the City of any of the insurance policies described in this Agreement.

(b) The Developer shall pay immediately upon the Indemnitees' demand any amounts owing under this indemnity. The duty of Developer to indemnify includes the duty to defend the Indemnitees or, at the Indemnitees' choosing, to pay the Indemnitees' costs of its defense in any court action, administrative action, or other proceeding brought by any third party arising from the Improvements or the Property. The Indemnitees shall have reasonable approval rights regarding decisions with respect to their representation in any legal proceeding, including, but not limited to, the selection of attorney(s). Developer's obligations set forth in this Section shall survive the issuance of the Certificate of Occupancy by the City, and termination of this Agreement. Developer's indemnification obligations set forth in this Section 9.4 shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees.

Section 9.5 Hazardous Materials.

(a) Certain Covenants and Agreements. Following possession of the Property, the Developer hereby covenants and agrees that:

(1) The Developer shall not knowingly permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Property in violation of any applicable law, except to the extent of any Existing Contamination (defined in Article 9.5(b)) and as further acknowledged in Article 7 herein;

(2) The Developer shall keep and maintain the Project and each portion thereof in material compliance with, and shall not cause or permit the Project or any portion thereof to be in violation of, any Hazardous Materials Laws;

(3) Upon receiving actual knowledge of any material lack of compliance in relation Hazardous Materials Laws, the Developer shall within ten (10) days advise the City in writing of: (A) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer or the Project pursuant to any applicable Hazardous Materials Laws; (B) any and all claims made or threatened by any third party, including without limitation the Water Board and any adjacent landowners, against the Developer or the Project relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as "Hazardous Materials Claims"); (C) the presence of any Hazardous Materials in, on or under the Property in such quantities which require reporting to a government agency; or (D) the Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Project under any Hazardous Materials Laws.

(b) Indemnity. Without limiting the generality of the indemnification set forth in Section 9.4, and subject to Section 6.2, and excepting any liability or Hazardous Materials Claims relating to the presence of any Hazardous Materials in environmental media at the Property as of Closing (collectively, "Existing Contamination"), , the Developer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City, its elected officials, officers, employees, and designated volunteers from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of: (1) the failure of the Developer, its agents, employees, or contractors to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Project; (2) the presence in, on or under the Project of any Hazardous Materials or any releases or discharges of any Hazardous Materials into, on, under or from the Property; or (3) any activity carried on or undertaken on or off the Project, subsequent to the conveyance of the Property to the Developer, and whether by the Developer or any employees, agents, contractors or subcontractors of the Developer at any time occupying or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Property (collectively "Indemnification Claims"). The foregoing indemnity shall not apply to Existing Contamination on or under the Property, or affecting any natural resources, unless and to the extent Developer materially exacerbates such Existing Contamination, but shall apply to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials by Developer or any employees, agents, contractors or subcontractors of the Developer, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. Notwithstanding the foregoing, Developer's indemnity under this Section 9.5(b) shall not apply to any Indemnification Claims to the extent arising from the gross negligence or willful misconduct of the City, it's elected officials, officers, employees, and designated volunteers.. Solely in relation to the Existing

Contamination, the City hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Developer) the Developer and its officers, contractors, employees, agents, tenants, and invitees and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of: (1) the failure of the City, its agents, employees, or contractors to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Project,; and (2) the presence in, on or under the Project of any Hazardous Materials or any releases or discharges of any Hazardous Materials into, on, under or from the Property (collectively "City Indemnification Claims"). For avoidance of doubt nothing herein shall abrogate any of the Developer's responsibilities under the SMP, except as provided by the cooperation and indemnity agreement contemplated in section 6.2.

(c) No Limitation. The Developer hereby acknowledges and agrees that the Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under Section 9.5(b) above, are in no way limited or otherwise affected by any information the City may have concerning the Project and/or the presence within the Project of any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations.

Section 9.6 Non-Discrimination.

(a) The Developer covenants and agrees for itself, its successors and its assigns in interest to the Site or any part thereof, that there shall be no discrimination against or segregation of any person or persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. All deeds, leases, or contracts for the sale, lease, sublease, or other transfer of the Site shall contain or be subject to the nondiscrimination or non-segregation clauses hereafter prescribed.

(b) Notwithstanding subdivision (a), with respect to familial status, subdivision (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in subdivision (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to subdivision (a).

ARTICLE 10. ASSIGNMENT AND TRANSFERS

Section 10.1 Definitions. As used in this Article 10, the term "Transfer" means:

(a) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode of form, of or with respect to this Agreement, or of the Property, or any part thereof or any interest therein or of the Project constructed thereon, or any contract or agreement to do any of the same; or

(b) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to more than fifty percent (50%) ownership interest in the Developer, or any contract or agreement to do any of the same.

Section 10.2 Purpose of Restrictions on Transfer. This Agreement is entered into solely for the purpose of development and operation of the Improvements on the Property and its subsequent use in accordance with the terms of this Agreement and the Regulatory Agreement. The qualifications and identity of the Developer are of particular concern to the City, in view of:

(a) The importance of the redevelopment of the Property to the general welfare of the community; and

(b) The fact that a Transfer as defined in Section 10.1 above is for practical purposes a transfer or disposition of the Property.

It is because of the qualifications and identity of the Developer that the City is entering into this Agreement with the Developer and that Transfers are permitted only as provided in this Agreement.

Section 10.3 Prohibited Transfers. The limitations on Transfers set forth in this Article 11 shall apply from the Effective Date of this Agreement until the issuance of a Certificate of Occupancy by the City. Except as expressly permitted in this Agreement, the Developer represents and agrees that the Developer has not made or created, and will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law, without the prior approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. Any Transfer made in contravention of this Section 10.3. shall be void and shall be deemed to be a default under this Agreement, whether or not the Developer knew of or participated in such Transfer.

Section 10.4 Permitted Transfers. Notwithstanding the provisions of Section 10.3, the following Transfers shall be permitted (subject to satisfaction of the conditions of Section 10.5), so long as such Transfer is permitted under, and accomplished in accordance with this Agreement:

(a) Any Transfer creating a Security Financing Interest (defined in Section 11.1).

(b) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest.

(c) Any Transfer resulting directly from the death or mental incapacity of an individual.

(d) The conveyance or dedication of a portion of the Property to any public entity, including a public utility, required to allow for the development of the Improvements.

(e) The granting of temporary or permanent easements or permits to facilitate development of the Project.

(f) A Transfer to an Affiliate of Developer, provided that such Transfer does not result in a change of Control.

(g) A Transfer otherwise approved by the City.

(h) A Transfer permitted under Article 1 of this Agreement.

As a condition of the City approval of a Transfer described in Section 10.4(f),10.4(g), and 10.4(h) above, the transferee must concurrently assume the obligations of the Developer under this Agreement. As a condition of the City's approval of a Transfer described in Section 10.4(f), the City must review and approve the transferee's organizational documents for the purposes of determining that such transferee is controlled by the Developer.

Section 10.5 Effectuation of Permitted Transfers.

(a) Other than as permitted in Section 10.4, no Transfer of a direct interest in this Agreement shall be permitted unless, at the time of the Transfer, the person or entity to which such Transfer is made, by an agreement reasonably satisfactory to the City and in form recordable among the land records, expressly agrees to perform and observe, from and after the date of the Transfer, the obligations, terms and conditions of this Agreement; provided, however, that no such transferee shall be liable for the failure of its predecessor to perform any such obligation. The City shall grant or deny approval of a proposed Transfer within sixty (60) days of receipt by the City of the Developer's request for approval of a Transfer, which request shall include evidence of the proposed transferee's business expertise and financial capacity. Subject to the provisions of Section 10.5 of this Agreement, failure by the City to approve or disapprove the proposed Transfer within sixty (60) days after receipt of the Developer's written request shall be deemed to be approval of the proposed Transfer by the City.

(b) Any assignment of rights and/or delegation of obligations under this Agreement in connection with a Transfer of a direct interest in this Agreement (whether or not the City approval is required) shall be in writing executed by Developer and the assignee or transferee, which written agreement shall name the City as an express third party beneficiary with respect to such agreement (the "Assumption Agreement") with a copy thereof delivered to the City within thirty (30) days after the effective date thereof. Upon Transfer of a direct interest in this Agreement pursuant to an Assumption Agreement, the assignor shall be relieved of liability with respect to any such obligations relating to the Project accruing from and after the date of such assignment or transfer. Notwithstanding the foregoing, unless such assignee

specifically assumes pursuant to the Assumption Agreement the obligations under this Agreement to indemnify the City with respect to the Project, the assignor will retain such obligations and remain jointly and severally liable for such indemnity obligations with such assignee; however, in the event of such an assumption of the indemnification obligation, Developer shall be released from all liability under such indemnity obligations.

(c) Notwithstanding the foregoing, the City and Developer acknowledge agree that, in accordance with Section 1.2 above, this Agreement and the rights and obligations hereunder shall be partially assigned to Housing South Developer upon the conveyance of the Housing Parcel South. The partial assignment shall be in writing, executed by the City, Developer and Housing South Developer, and shall include a partial assignment of all rights and obligations applicable to the Housing South Parcel hereunder (and under any other documents contemplated by this Agreement, including but not limited to the indemnity and cooperation agreement contemplated in Section 6.2) as well as language whereby City shall acknowledge and agree that there shall be no cross defaults under this Agreement between the Housing South Project and the Housing North Project.

ARTICLE 11. SECURITY FINANCING AND RIGHTS OF HOLDERS

Section 11.1 No Encumbrances Except for Development Purposes. Prior to the City's issuance of a Certificate of Occupancy, mortgages, deeds of trust, assignment of rents and security agreements, and other real property security instruments to secure the funds necessary for the construction and permanent financing of the Improvements as shown in the Financing Plan are permitted to be placed upon the Property only as permitted pursuant to this Section 12.1. Such permitted security instruments and related interests shall be referred to as "Security Financing Interests". The Developer shall promptly notify the City of any Security Financing Interest that has been or will be created or attached to Developer's fee interest in the Property.

Until the Developer is entitled to issuance of a Certificate of Occupancy, the Developer may place mortgages, deeds of trust, or other reasonable methods of security on Developer's fee interest in the Property only for the purpose of securing acquisition of the fee interest and for predevelopment, construction and permanent financing approved by the City as part of the approved Financing Plan. City hereby acknowledges and agrees that Developer intends to obtain a predevelopment loan from the County of Alameda and that in the event such loan is obtained, the County may secure such loan with a deed of trust and regulatory agreement recorded against the Property, and which time such instruments will be deemed "Security Financing Interests" hereunder.

Section 11.2 Holder Not Obligated to Construct. The holder of any Security Financing Interest authorized by this Agreement is not obligated to construct or complete any improvements or to guarantee such construction or completion. However, nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

Section 11.3 Notice of Default and Right to Cure. Whenever the City pursuant to its rights set forth in Article 12 delivers any notice to the Developer of the occurrence of a

Developer Event of Default (a "Cure Notice"), the City shall not exercise any remedy available to it unless and until each of the following have occurred: (a) written notice of the Developer Event of Default is provided to each and every then-existing holder of record of any Security Financing Interest (each an "Encumbrance Holder") that has notified the City in writing of (i) its interest in receiving such a notice, and (ii) its address for the receipt of such notice; and (b) such Developer Event of Default remains uncured after the expiration of the applicable cure period set forth in Section 12.3. The Cure Notice shall be sent simultaneously with any similar notice or notices of a Developer Event of Default that the City may be required to provide to Developer pursuant to Article 12. An Encumbrance Holder shall have the right and the power to cure any Developer Event of Default specified in a Cure Notice within the cure periods set forth in Section 12.3 below, and, if such Developer Event of Default is so cured, this Agreement shall remain in full force and effect. Nothing contained in this Agreement shall be deemed to permit or authorize such Encumbrance Holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing the Developer's obligations to the City under this Agreement. The Encumbrance Holder in that event must agree to complete, in the manner provided in this Agreement, the construction of the Improvements. Any such Encumbrance Holder properly completing construction of the Improvements pursuant to this section shall assume all rights and obligations of Developer under this Agreement and shall be entitled, upon written request made to the City, to a Certificate of Occupancy from the City.

Section 11.4 Cure of Developer Defaults. Developer Events of Default may be cured by any Encumbrance Holder in the following manner within the following time frames:

(a) For all Developer Events of Default, an Encumbrance Holder shall have (a) thirty (30) days after the later of (i) its receipt of the earliest Cure Notice issued by the City to such Encumbrance Holder setting forth such Developer Event of Default, or (ii) expiration of the applicable Cure Period set forth in Article 12 to cure such Developer Event of Default if such Developer Event of Default can reasonably be cured by an Encumbrance Holder within such thirty (30)-day period; or (b) if an Encumbrance Holder has promptly commenced to cure such Developer Event of Default within such applicable period and has been diligently prosecuting the same, but such Developer Event of Default cannot reasonably be cured by such Encumbrance Holder within such applicable period, then such Encumbrance Holder shall be provided with such additional time as is necessary to complete the cure, provided such Encumbrance Holder continues to diligently pursue such cure to completion.

(b) If a Developer Event of Default cannot practicably be cured by an Encumbrance Holder without the need for such Encumbrance Holder to obtain possession of the Property (for example, by foreclosure of a Security Financing Interest), or if a Developer Event of Default cannot be cured by an Encumbrance Holder (for example, the insolvency of Developer), then, in each case, if at least one Encumbrance Holder has delivered to the City within thirty (30) days after its receipt of an Cure Notice a written undertaking wherein such Encumbrance Holder agrees (1) that it will commence foreclosure proceedings forthwith, and (2) will cure or obtain an agreement from the Foreclosure Transferee that such Foreclosure Transferee will cure such Developer Event of Default (to the extent that it can be cured), upon

completion of the foreclosure and the resultant Foreclosure Transfer, and if thereafter any such Encumbrance Holder actually commences foreclosure proceedings and prosecutes the same thereafter with due diligence, then the cure period shall not commence until completion of such foreclosure proceedings and the resultant Foreclosure Transfer; provided, that if said Encumbrance Holder is prevented from commencing or continuing foreclosure proceedings by any bankruptcy stay, or any order, judgment or decree of any court or regulatory body of competent jurisdiction, and said Encumbrance Holder diligently seeks release from or reversal of such stay, order, judgment or decree, then the cure period shall not commence until such stay, order, judgment or decree is released or reversed, and such foreclosure proceedings and the resultant Foreclosure Transfer are thereafter actually commenced and prosecuted thereafter with due diligence to completion. Upon completion of any such Foreclosure Transfer, the Foreclosure Transferee (whether such Foreclosure Transferee is the Encumbrance Holder or another party) shall have until the expiration of the applicable cure periods set forth in this Section 11.4 to cure the Developer Event of Default giving rise to such Foreclosure Transfer, to the extent curable by such Foreclosure Transferee (unless such Developer Event of Default has already been cured), and any other Developer Events of Default that may then exist and be curable by such Foreclosure Transferee. The Encumbrance Holder shall have the right to terminate its foreclosure proceedings hereunder in the event of a cure of a Developer Event of Default giving rise to such foreclosure proceedings.

As used herein, a "Foreclosure Transfer" shall mean any transfer of the entire fee interest of Developer in the Property pursuant to any judicial or non-judicial foreclosure or other enforcement of remedies under or with respect to a Security Financing Interest, or by voluntary deed or other transfer in lieu thereof. A "Foreclosure Transferee" shall mean any transferee (including without limitation an Encumbrance Holder) which acquires title to the fee interest of Developer in the Property pursuant to a Foreclosure Transfer.

Section 11.5 Failure of Holder to Complete Development. Subject to Section 11.4(b), in any case where six (6) months after default by the Developer in completion of construction of the Improvements under this Agreement, the holder of record of any Security Financing Interest, having first exercised its option to construct, has not proceeded diligently with construction, the City shall be afforded those rights against such holder it would otherwise have against the Developer under this Agreement.

Section 11.6 Right of City to Cure. In the event of a default or breach by the Developer of a Security Financing Interest prior to the completion of construction of the Improvements, and if the holder has not exercised its option to complete the construction of the Improvements, the City may, upon prior written notice to the Developer, cure the default, prior to the completion of any foreclosure. In such event the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Developer's fee interest in the Property to the extent of such costs and disbursements. The City agrees that such lien shall be subordinate to any Security Financing Interest, and the City shall execute from time to time any and all documentation reasonably requested by the Developer to effect such subordination.

Section 11.7 Right of City to Satisfy Other Liens. After the Close of Escrow and after the Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Property, or any portion thereof, which is not permitted under this Agreement, and has failed to do so, in whole or in part, the City shall, upon at least ten (10) days' prior written notice to the Developer, have the right to satisfy any such lien or encumbrances; provided, however that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof and so long as such delay in payment shall not subject the Property or any portion thereof to forfeiture or sale.

Section 11.8 Holder to be Notified. To the extent deemed necessary by the City, the Developer shall insert each term contained in this Article 11 into each Security Financing Interest or shall procure acknowledgement of such terms by each prospective holder of a Security Financing Interest prior to its coming into any security right or interest in the Property or portion thereof.

Section 11.9 Modifications. If a holder of a Security Financing Interest should, as a condition of providing financing or funding for development of all or a portion of the Improvements, request any modification of this Agreement in order to protect its interests in the Project or this Agreement, the City shall consider such request in good faith consistent with the purpose and intent of this Agreement and the rights and obligations of the parties under this Agreement.

ARTICLE 12. DEFAULT AND REMEDIES

Section 12.1 Application of Remedies. The provisions of this Article shall govern the Parties' remedies for breach of this Agreement.

Section 12.2 Fault of City.

(a) Event of Default. Following notice and cure as set forth in subsection (b) below, each of the following events constitutes a "City Event of Default" and a basis for the Developer to take action against City:

(1) The City fails to convey a fee interest in the Property as provided in this Agreement and the Developer is otherwise entitled by this Agreement to such conveyance.

(2) The City breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure; Remedies. Upon the occurrence of any of the above-described events, the Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach

or failure. In the event the City does not then cure the default within such thirty (30)-day period (or, if the default is not reasonably susceptible of cure within such thirty (30)-day period, the City fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the Developer shall be entitled to any rights afforded it in law or in equity by pursuing any or all of the following remedies: (1) terminating this Agreement by written notice to the City; (2) prosecuting an action for damages (excluding punitive damages and consequential damages); or (3) seeking specific performance or any other remedy available at law or in equity (excluding punitive damages and consequential damages).

Section 12.3 Fault of Developer.

(a) Event of Default. Following notice and cure as set forth in subsection (b) below, each of the following events constitutes a "Developer Event of Default" and a basis for the City to take action against the Developer:

(1) The Developer does not attempt diligently and in good faith to cause satisfaction of all conditions in Article 4 within the reasonable control of the Developer by the time set forth in the Schedule of Performance.

(2) The Developer fails to construct the Improvements in the manner and by the deadline set forth in Article 8 and the Schedule of Performance.

(3) The Developer breaches any provision of Article 7.

(4) The Developer attempts or completes a Transfer except as permitted under Article 10.

(5) The Developer's: (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

(6) The Developer defaults under any Security Financing Interest and has not cured such default within the applicable cure period contained in such agreement.

(7) The Developer breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure. Upon the happening of any of the above-described events the City shall first notify the Developer in writing of its purported breach or failure, giving the Developer thirty (30) days from receipt of such notice to cure such breach or failure. If the Developer does not cure the default within such thirty (30)-day period (or if the

default is not reasonably susceptible of being cured within such thirty (30)-day period, the Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the City shall be afforded all of its rights at law or in equity by taking any or all of the following remedies: (1) terminating this Agreement by written notice to the Developer; (2) prosecuting an action for damages (excluding, punitive damages and consequential damages); or (3) seeking specific performance or any other remedy available at law or in equity (excluding punitive damages and consequential damages). If the City elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect. Any investor limited partner of Developer's assignee shall have the same notice and cure rights granted to Developer, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Developer.

Section 12.4 Right of Reverter. Following the Close of Escrow of the Undivided Parcel, (1) if the Developer fails to commence the pre-construction activities or construction of the Improvements by the dates listed in the Schedule of Performance (as such dates may be extended), or (2) if the City does not prevail in the Litigation; then the City may, in addition to other rights granted in this Agreement, re-enter and take possession of the Undivided Parcel or Property as the case may be with all improvements thereon, and revest in the City the estate previously conveyed to the Developer by the City with respect to the Undivided Parcel subject to the provisions set forth below.

The City's rights under this Section 12.4 shall terminate and be of no further force and effect once the Developer closes on construction financing for the first phase of the Project.

The interest created pursuant to this Section 12.4 shall be a "Power of Termination" as defined in California Civil Code Section 885.010. The City's Power of Termination shall be subordinate and subject to and be limited by and shall not defeat, render invalid, or limit:

(a) Any Security Financing Instrument with respect to the Undivided Parcel or Property; or

(b) Any rights or interests provided in this Agreement for the protection of the holder of a Security Financing Interest with respect to the Undivided Parcel or Property.

(c) Any leases affecting the Undivided Parcel or Property as of the date of such termination.

Upon revesting in the City of title to the Undivided Parcel as provided in this Section 12.4, the City shall, pursuant to its responsibilities under state law, use its best efforts to resell the Undivided Parcel as soon as possible, in a commercially reasonable manner and consistent with the objectives of such law, to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing such improvements as are acceptable to the City in accordance with the uses specified for the Property and in a manner satisfactory to the City. In addition, upon revesting in the City of title to the Undivided Parcel as provided in this Section 12.4, the Predevelopment Loan and Site Acquisition Loan shall be deemed paid in full and cancelled. It is anticipated that the sale of the

Undivided Parcel to a new buyer would be on substantially the same terms and that the payment price would be paid in in the form of an Acquisition Loan from the City evidence by a Seller Take Back Note and Deed of Trust.

If this clause is triggered because the City did not prevail in Litigation, the City shall reimburse Developer for actual costs incurred and paid as a result of its ownership of the Undivided Parcel, and not already reimbursed through the Lease Back provisions.

The rights established in this Section 12.4 are to be interpreted in light of the fact that the City will convey the Undivided Parcel to the Developer for development of the Project and not for speculation.

Section 12.5 Damages. This Agreement does not and shall not be interpreted in any manner to restrict, limit, or otherwise impair the City's governmental power. Developer acknowledges that the City's execution of this Agreement in no way limits the City's discretion in the permit and approval process in connection with development of the Project. Likewise, Developer acknowledges that the City's execution of this Agreement cannot and does not limit the City's ability to exercise its legislative authority.

City acknowledges the exercise of its legislative authority for a land use action, such as but not limited to a General Plan Amendment, Specific Plan Amendment, or zoning action (collectively, a "Land Use Action") that prevents the Project from being developed does not constitute a compensable taking absent extraordinary circumstances. Examples of extraordinary circumstances that could subject the City to a taking without payment of compensation include, but are not limited to, eliminating all value from the property, the denial of due process, and reclassifying the property in a manner to prevent its improvement so that it might be acquired at a lesser price.

The City acknowledges that Developer has expended significant resources to develop the Project that could have been used to develop affordable housing elsewhere and that could be lost, and obtained grant and/or loan funding that would need to be repaid, if the City subsequently exercises its legislative authority for a Land Use Action that prevents the Project from being developed. The City and Developer agree that they would be able to quantify the losses equal to the grant and/or loan funding that would need to be repaid should a Land Use Action by the City prevent the Project from being developed. The City and Developer also agree that quantifying the scope of the economic and noneconomic losses arising from a Land Use Action that prevents the Project from being developed is inherently difficult insofar as the action results in the loss of affordable housing opportunities, negatively impacts Developer's reputation, and cannot adequately capture the soft costs expended on the Project.

The City and Developer agree and stipulate that the repayment of Project grant and/or loan funds already expended for the Project that are not available for repayment and the agreed upon sum of $2,300,000 is a reasonable measure of the damages based upon their experience in the affordable housing industry and given the nature of the losses that may result from a Land Use Action that prevents the Project from being developed.

Therefore, in the event the City exercises is legislative authority for a Land Use Action that prevents the Project from being developed, then the City shall pay damages to Developer as follows:

(1) An amount equal to the grant and/or loan funds that were expended by Developer prior to the date of that Land Use Action that is not available for repayment in the event the awarding/loaning agency demands Developer repay the expended funds; and

(2) The stipulated amount of $2,300,000 for the losses that cannot be quantified.

The City and Developer further agree that these agreed upon sums are not penalties, and further agree that they are a reasonable measure of Developer's damages given the nature of the losses that may result from a Land Use Action by the City that prevents the Project from being developed.

This provision shall not apply in the event Developer or its successor applies to the City for a new Land Use Action for the Project site or for a different Project. The parties further agree that this provision shall not apply in the event an action by Developer, its successor, a court of competent jurisdiction, or the State of California prevents the Project from being developed.

Section 12.6 Rights and Remedies Cumulative. Except as otherwise provided, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default.

Section 12.7 Survival. Upon termination of this Agreement under this Article 12, the following provisions of this Agreement shall survive: 5.9, 5.12, 8.4, 8.5, and 9.4, 9.5, 11.1, 13.3. This Section 12.7 exists for reference purposes only, and does not alter the scope or nature of the surviving provisions.

ARTICLE 13. GENERAL PROVISIONS

Section 13.1 Identity of Developer. The Developer represents and warrants to the City as of the Effective Date and as of the Close of Escrow, as follows:

(a) Organization. The Developer is a California limited partnership duly organized, validly existing and in good standing under the laws of the State of California with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement.

(b) Authorization. The Developer has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this Agreement performance of

the Agreement. Upon the Effective Date of this Agreement, this Agreement shall constitute a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

(c) No Conflict. The execution, delivery and performance of this Agreement by the Developer does not and will not conflict with, or constitute a violation or breach of, or constitute a default under (i) the charter or incorporation documents of the Developer, (ii) any applicable law, rule or regulation binding upon or applicable to the Developer, or (iii) any material agreements to which the Developer is a party.

(d) No Litigation. Aside from the Litigation and unless otherwise disclosed in writing to the City prior to the date of this Agreement, there is no existing or, to the Developer's actual knowledge, pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting the Developer or the Undivided Parcel that would, if adversely determined, materially and adversely affect the Developer or the Undivided Parcel or the Developer's ability to perform its obligations under this Agreement or to develop and operate the Project.

(e) No Material Adverse Change. There has been no material adverse change in the financial condition of the Developer since the Effective Date.

(f) Default Under Other Agreements. There is no event, act or omission which constitute, or but for the passage of time or the giving of notice, or both, would constitute a breach, violation or default under any agreement materially related to the development or operation of the Project, including but not limited any other partnership agreement, joint venture agreement, or loan agreement.

Until the Close of Escrow, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in Section 13.1 not to be true, immediately give written notice of such fact or condition to the City. Upon the Developer's Transfer prior to the Close of Escrow, the Developer shall cause the Developer's assignee to update the representations and warranties set forth above.

Section 13.2 Notices, Demands and Communications. Formal notices, demands, submittals and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, delivered personally, or dispatched by certified mail, return receipt requested, or by reputable overnight delivery service with a receipt showing date of delivery, to the principal offices of the City and the Developer as follows:

City:	City of Livermore Attn: City Manager 1052 S. Livermore Avenue Livermore CA 94550
Developer	DTLM, L.P.

C/o Eden Housing, Inc.
22645 Grand Avenue
Hayward, CA 94541
Attn: Sr. VP of Development
KLeichner@edenhousing.org
Jeremy.Hoffman@edenhousing.org
Matt.Graves@edenhousing.org

with copies to:

Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, CA 94612
Attn: Evan Gross

Notices to Developer shall be sent by electronic mail in addition to other means of communication described above. Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 13.2. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery or refusal of delivery.

Section 13.3 Non-Liability of Officials, Employees and Agents. No member, official, employee, consultant, counsel, or agent of a Party shall be personally liable to the other Party, or any successor in interest to the other Party, in the event of any default or breach or for any amount or on any obligation under the terms of this Agreement.

Section 13.4 Enforced Delay. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due any of the following items that constitute Force Majeure for purposes of this Agreement: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority (except for restrictions or priorities established by the Party required to perform the action required under this Agreement); unusually severe weather; inability to secure necessary labor, materials or tools; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of a Party shall not excuse performance by such Party, including without limitation the Developer's inability to obtain financing for the Project or the economic infeasibility of the Project).An extension of time for Force Majeure shall only be for the period of the enforced delay, which period shall commence to run from the time of the notification of the delay by the Party requesting the extension to the other Party. The Party requesting an extension of time under this Section 13.4 shall give notice promptly following knowledge of the delay to the other Party. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after knowledge of the commencement of the delay, the period shall commence to run upon the earlier of (i) thirty (30) days prior to the giving of such notice or (ii) the date that the other Party received knowledge of the events giving rise to the delay.

Section 13.5 Intentionally Omitted.

Section 13.6 Inspection of Books and Records. The City has the right at all reasonable times and upon five (5) business days prior written notice to inspect the books, records and all other documentation of the Developer pertaining to its obligations under this Agreement.

Section 13.7 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of its provision. References to "Articles" and "Sections" are to sections of this Agreement, unless otherwise specifically provided.

Section 13.8 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 13.9 Severability. If any term, provision, covenant or condition of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 13.10 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, each Party shall bear their own attorneys' fees and no attorneys' fees may be awarded to the Party prevailing in the action.

Section 13.11 Binding Upon Successors; Covenants to Run With Land. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties; provided, however, that there shall be no Transfer except as permitted in Section 10.4. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

The terms of this Agreement shall run with the land, and shall bind all successors in title to the Property until the termination of this Agreement, except that the provisions of this Agreement that are specified to survive termination of this Agreement shall run with the land in perpetuity and remain in full force and effect following such termination. Every contract, deed, or other instrument hereafter executed covering or conveying the Undivided Parcel, or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases the Undivided Parcel, or the applicable portion of the Undivided Parcel, from the requirements of this Agreement.

Section 13.12 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

Section 13.13 Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the conveyance of the Undivided

Parcel and the development of the Project. This Agreement supersedes the Disposition, Development and Loan Agreement dated November 11, 2018, as it was amended on May 16, 2021, but this agreement is also intended to fulfill and complete those agreements. In the event a court of competent jurisdiction determines that Government Code section 54234 prevents the sale and disposition of the Undivided Parcel or that a decision by the California Department of Housing and Community Development should prevent the sale and disposition of the Undivided Parcel, the Parties hereby express their intent that either of those situations will work to automatically revive the Development and Loan Agreement dated November 11, 2018, as it was amended on May 16, 2018, which may then be reinstated by the Parties in their collective discretion.

Section 13.14 Counterparts. This Agreement may be executed in counterparts and multiple originals.

Section 13.15 Amendments. The Parties can amend this Agreement only by means of a writing signed by both Parties.

Section 13.16 Recordation of Memo of DDLA. The Parties consents to the recordation of the memorandum of this Agreement, in the form attached as Exhibit K in the Official Records against Developer's interest in the Property.

Section 13.17 Standard of Approval. Any consents or approvals required or permitted under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

Section 13.18 Effectiveness of Agreement. This Agreement is dated for convenience only and shall only become effective on the Effective Date.

Section 13.19 Delegation of Authority to City Manager. This Agreement may be amended from time to time as the Parties find is necessary. The City Manager shall have the authority to make minor amendments to effectuate the intent of this Agreement. Upon approval of this Agreement by the City Council, the City Manager shall also have the authority to execute the final documents and agreements referenced in this Agreement and other related documents to implement the intent and terms of this Agreement, as well as the specific delegations of authority set forth herein as approved by the City Council's resolution approving this Agreement.

WHEREFORE, the Parties have executed this Agreement as of the date first above written.

City:
City of Livermore, a municipal corporation

By: _____
Marc Roberts
Its: City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Assistant City Attorney

DEVELOPER:

By: Eden Housing, Inc.,
a California nonprofit public benefit corporation,
its manager

By: _____
Name: Andrea Osgood
Title: Senior Vice President of Real Estate Development

EXHIBIT A

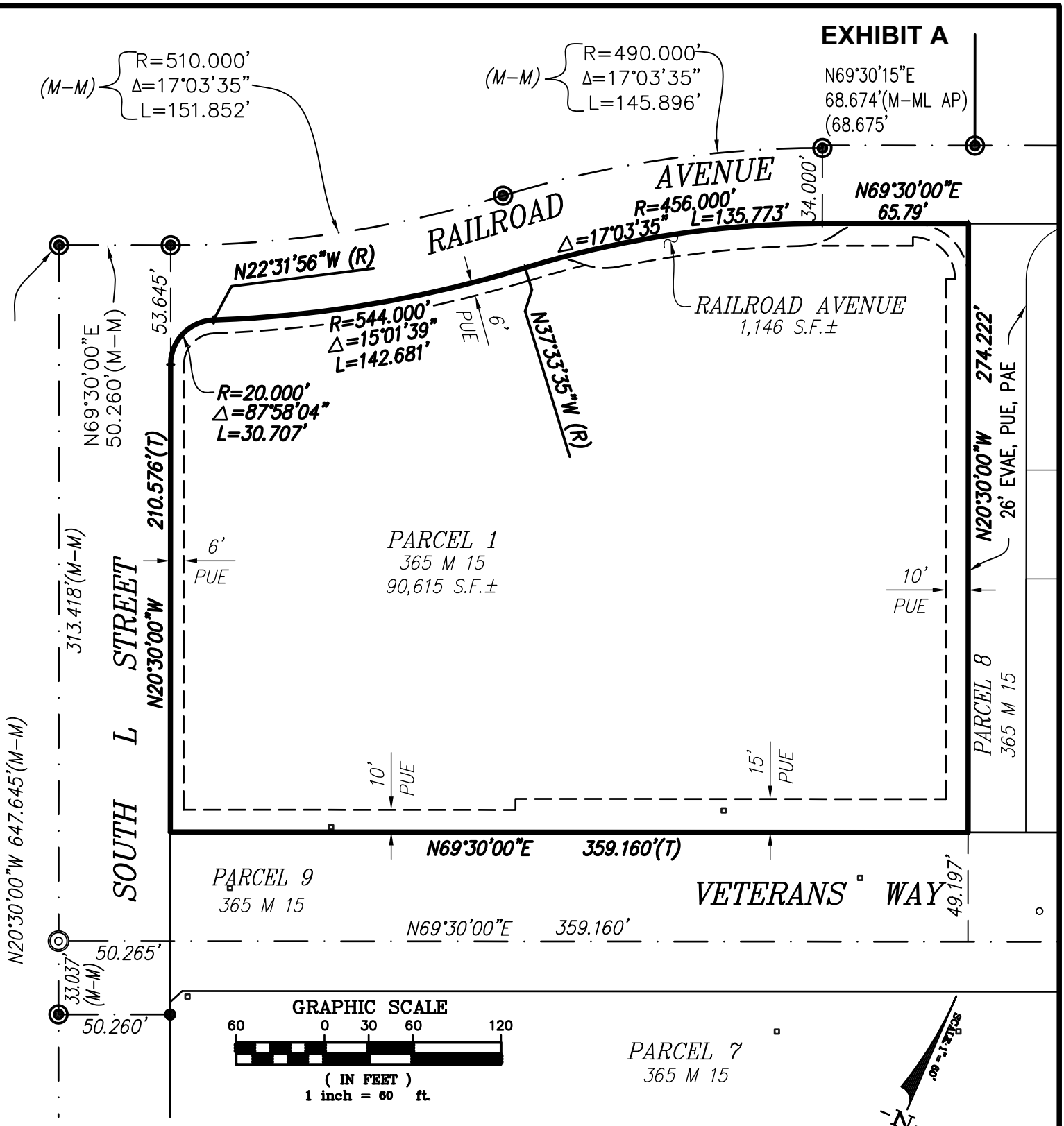
LEGAL DESCRIPTION UNDIVIDED PARCEL

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 1 OF TRACT MAP NO. 8574, RECORDED DECEMBER 23, 2020, IN BOOK 365 OF MAPS AT PAGES 15-19, ALAMEDA COUNTY RECORDS.

CONTAINING 90,615 SQUARE FEET OF LAND MORE OR LESS

APN: 098-0289-22



LEGEND

	BOUNDARY OF SUBJECT PROPERTY	(T)	TOTAL
	PROPOSED LOT LINE	(M-CL)	MONUMENT TO CENTERLINE
	RIGHT OF WAY LINE	(CL-CL)	CENTERLINE TO CENTERLINE
	MONUMENT LINE	(ML-ML)	MONUMENT LINE TO MONUMENT LINE
	EXISTING PUBLIC UTILITY EASEMENT (PUE)	S.F.	SQUARE FEET
	ADJOINER LOT LINE	±	MORE OR LESS
◉	1/4" PIN WITH CUT CROSS IN CONC. MONUMENT WELL		

EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION

Exhibit B

Project Objectives

The Property shall be developed as multi-family affordable rental housing with up to 130 units. The Project was approved by City Council for entitlement May 24, 2021 and as part of the design and development of the Improvements, the Project shall make way for and accommodate the development of an open green/publicly accessible City-owned park space and pedestrian access path (Veterans Park) as generally depicted in the approved Downtown Concept Plan and described in the Downtown Core Landscape Design Guidelines.

Parties have satisfied through the Project entitlements, completion of environmental studies and as described herein the DDLA, the following elements:

- Configuration of the Property and potential Property subdivision
- Environmental Condition of the Property at Transfer
- Developer's contribution to the Downtown Landscape Maintenance District LL-859
- Design elements, which shall be consistent with zoning and downtown specific plan requirements.
- Integration with adjacent planned uses including, Stockman's Park, a Science and Society Center, Black Box Theater, and Veterans Park.
- Parking accommodations on the site
- A housing selection process to give application preferences for renting to local workers, including teachers, emergency responders (including emergency medical response), employees of businesses downtown, and professional artists as permitted by federal law.
- Unit sizes and mix of unit types
- Affordability levels, which shall, at a minimum, satisfy the restrictions in the First Amendment to a Notice of Affordability Restrictions on Transfer of Property and Declaration of Restrictive Covenants, recorded in the Official Records of Alameda County, document number 2018227103

Parties shall negotiate in good faith to finalize the following additional Project elements:

- A plan for ongoing operations and maintenance of the Improvements
- Financing of the Improvements

Schedule of Performance

#	Milestone	Due Date/Completion Date
Pre-Development		
1	Insurance Requirements Fulfilled	Completed
2	Organization Documents	Completed
3	Complete Site Due Diligence	Completed
4	Obtain Planning Approval/Development Entitlements	Completed
5	Preliminary Pro Forma	Completed
6	Appraisal	Completed
7	Predevelopment Loan	Completed
Prior to Close of Escrow on Undivided Parcel		
8	Final approved Regulatory Agreement and Prommissory Note For A&R DDLA	23-May-22
9	CC Approval of Amended and Restated DDLA	23-May-22
10	Federal Environmental Review and Clearance	22-Jul-22
11	Submit Application for Minor Amendment to Tentative Map	1-Jun-22
Close of Escrow on Undivided Parcel		30-Sep-22
Pre-Construction		
12	Financing Commitments	2 years post-litigation
13	Final Pro Forma	2 years post-litigation
14	Developer Submit Draft Final Map and Public Improvement Plans for review	2 years, 3 months post-litigation
15	Developer Submit draft Building Permit Plans for review	2 years, 3 months post-litigation
16	City Council Approval of Final Parcel Map, including acceptance of Veterans Park Parcel, Subdivision Improvement Agreement, & Public Improvement Plans	5 months post submittal (line 14)
17	Developer Dedicates Veterans Park Parcel to City via Final Map	On or before first phase construction financing closing
18	Close of Escrow on all Construction Financing	2 years + 194 days post-litigation
Commence Construction Phases 1 & 2		Within 60 days of City Issuance of Final Building Permit Plans for each phase
Complete Constructions Phases 1 & 2		3 years post commencement of each phase

EXHIBIT D

(INTENTIONALLY OMITTED)

NOTICE TO BORROWER:

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALE AND ASSUMPTIONS

PROMISSORY NOTE
Downtown Housing Predevelopment Loan

Principal Amount: $500,000

November
~~September~~ 27, 2018
Portion of APN 098-0289-021-00

FOR VALUE RECEIVED, the undersigned Eden Housing, Inc. a California nonprofit public benefit corporation ("Borrower") whose address is 22645 Grand Street, Hayward California 94541, hereby promise(s) to pay to the order of the City of Livermore, a municipal corporation ("City"), at 1052 South Livermore Avenue, Livermore, California 94550, the principal amount of [FIVE HUNDRED THOUSAND Dollars ($500,000)], together with interest accrued thereon, as set forth in this Promissory Note ("Note").

Pursuant to that certain Disposition, Development and Loan Agreement ("DDLA") dated November ~~September~~ 27, 2018 by and between City and Borrower (the "Developer"), the Developer agreed to prepare a development plan for 130 units of affordable workforce housing (the "Project") on the Property (defined below).

In accordance with the DDLA, the property is a portion of APN 098-0289-021-00 located approximately at Railroad Avenue and L Street in the City of Livermore, Alameda County, California as depicted in Exhibit A attached hereto (the "Property").

In accordance with the DDLA, the Borrower intends to purchase, develop, own and operate the Project on the Property. Pursuant to the DDLA, the City has made an predevelopment loan to Borrower in the original principal amount of [FIVE HUNDRED THOUSAND] Dollars ($500,000) (the "Predevelopment Loan") to fund certain predevelopment costs associated with the proposed Project.

This Note is made and delivered pursuant to and in conjunction with the DDLA entered into by and between the City and Borrower dated as of even date herewith. All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the DDLA.

1. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the Principal Amount, as that term is subsequently defined, loaned to the Borrower by the City to finance Project predevelopment costs, as set forth in the DDLA. As a condition of receiving the Principal Amount, the Borrower promises and agrees to comply will all terms and conditions of this Note.

2. Principal. The principal amount of this Note, $500,000 ("Principal Amount"), loaned to the Borrower by the City to finance Project predevelopment costs, as set forth in the DDLA.

3. Interest. The Note shall bear simple interest at three percent (3%) annual interest as of the date of this Note.

4. Term. The entire indebtedness evidenced by this Note shall be repaid to the City by no later than the date that is the earlier of: (i) fifty-five (55) years from the date the Project's financing converts to permanent financing, or (ii) the sixtieth (60th) anniversary of the date hereof (the "Maturity Date"); unless otherwise terminated for infeasibility in accordance with Section 3.1(e) of the DDLA.

5. Repayment. The Borrower shall make payments towards principal and accrued interest due on the Predevelopment Loan from residual receipts pari passu with other City financing as described in the DDLA during the Term of this Note. This Note becomes due and payable in full on (a) the date the Property is sold or transferred in a manner which is ineligible under the terms of the DDLA, or (b) an Event of Default by Borrower which has not been cured as provided for in this Agreement, but in any event (c) no later than the Maturity Date. Any payments made by Borrower pursuant to this section shall be applied first to current annual interest due, and then to reduce the principal amount of the Predevelopment Loan. All payments by the Borrower shall be paid to the City in currency of the United States of America, which at the time of the payment is lawful for the payment of public and private debts.

All payments on this Note shall be made payable to the City of Livermore, and shall be delivered to the City at 1052 South Livermore Avenue, Livermore, California, 94550, or to such other place as the City may from time-to-time designate.

All payments on this Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses incurred in connection with the payment.

5.1 Annual Payments from Surplus Cash. By not later than July 1 of each year, Borrower shall pay to City fifty percent (50%) of Surplus Cash split pro rata with all other soft lenders approved by the City, generated by the Property during the previous calendar year to reduce the indebtedness owed under this Note.

By not later than June 1 of each year, Borrower shall provide to City Borrower's calculation of Surplus Cash for the previous calendar year, accompanied by such supporting documentation as City may reasonably request to substantiate Borrower's calculation of Surplus Cash. City shall have the right to inspect and audit Borrower's books and records concerning the calculation of Surplus Cash, and to object within ninety (90) days from receipt of Borrower's statement. Failure to timely object shall be deemed acceptance. If City does object, City shall specify the reasons for disapproval. Borrower shall have thirty (30) days to reconcile any disapproved item.

No later than November 1 of each year, Borrower shall provide to City a projected budget for the following calendar year which shall include an estimate of Surplus Cash. City will review the proposed budget and, if acceptable, approve it, which approval shall not be unreasonably withheld, provided, however, if the proposed budget has not been rejected by City within 30 days of receipt, City shall be deemed to have accepted the budget. If the budget is not acceptable, City shall specify the reasons for disapproval. Once approved, any changes to the budget that exceed ten percent (10%) of the total budget shall require City's prior written consent, which consent shall not be unreasonably withheld.

5.1.1 "Surplus Cash" shall mean for each calendar year during the term hereof, the amount by which Gross Revenue (defined below) exceeds Annual Operating Expenses

(defined below) for the Property. Surplus Cash shall also include net cash proceeds realized from any refinancing of the Property, less fees and closing costs reasonably incurred in connection with such refinancing, and any City-approved uses of the net cash proceeds of the refinancing.

5.1.2 "Gross Revenue" shall mean for each calendar year during the term hereof, all revenue, income, receipts and other consideration actually received from the operation and leasing of the Property. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants; Section 8 payments or other rental subsidy payments received for the dwelling units; deposits forfeited by tenants; all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; and the proceeds of casualty insurance not required to be paid to the holders of Approved Senior Loans (provided however, expenditure of such proceeds for repair or restoration of the Property shall be included within Annual Operating Expenses in the year of the expenditure). Gross Revenue shall not include tenant security deposits, loan proceeds, capital contributions or similar advances, or interest earned on restricted reserve accounts.

5.1.3 "Annual Operating Expenses" shall mean for each calendar year during the term hereof, the following costs reasonably and actually incurred for the operation and maintenance of the Property to the extent that they are substantiated by such documentation as City may reasonably require: property taxes and assessments; debt service currently due and payable on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Property) on loans which have been approved in writing by the City and which are secured by deeds of trust senior in priority to the Deed of Trust ("Approved Senior Loans"); property management fees and reimbursements in amounts in accordance with industry standards for similar residential projects and paid pursuant to a property management agreement approved by City; premiums for property damage and liability insurance; utility service costs not paid for directly or indirectly by tenants; maintenance and repair costs; fees for licenses and permits required for the operation of the Property; expenses for security services; advertising and marketing costs; accounting costs; payment of deductibles in connection with casualty insurance claims not paid from reserves; tenant services; the amount of uninsured losses actually replaced, repaired or restored and not paid from reserves; cash deposits into reserves for capital replacements and operating expenses in the amount specified in the Regulatory Agreement or reasonably approved by the City; annual monitoring fees, if any, payable to the City or other public agencies in connection with loans provided for the Property; and other ordinary and reasonable operating expenses approved by City.

5.1.4 Exclusions from Annual Operating Expenses. Annual Operating Expenses shall exclude the following: contributions to Property operating or replacement reserves, except as provided in Section 5.1.3; debt service payments on any loan which is not an Approved Senior Loan, including without limitation, unsecured loans or loans secured by deeds of trust which are subordinate to the Deed of Trust; depreciation, amortization, depletion and other non-cash expenses; expenses paid for with disbursements from any reserve account; any amount paid to Borrower, or any entity controlled by the persons or entities in control of Borrower. Notwithstanding the foregoing limitation regarding payments to Borrower and related parties, the following fees shall be included in Annual Operating Expenses, subject to applicable limitations set forth in Section 5.1.3 above, even if paid to Borrower or an affiliate of Borrower: fees paid to a property management agent, resident

services agent, or social services agent; deferred developer fees; annual asset management fees paid to Borrower's limited partner; an annual partnership management fee paid to Borrower's general partner in an annual amount of up to $25,000 increasing no more than 3% annually; and subject to Section 5.1.5, repayment of cash advances by Borrower to cover Property operating expense deficits or emergency cash needs of the Property. Payments to Borrower or affiliates in excess of the limitations set forth in Section 5.1.3 shall not be counted toward Annual Operating Expenses for the purpose of calculating Surplus Cash.

5.1.5 Adjustments to Annual Operating Expenses. Notwithstanding anything to the contrary set forth herein, for the purpose of calculating Surplus Cash, Annual Operating Expenses shall include the repayment of operating deficit loans provided by Borrower provided however, interest payable on such loans may be included in Annual Operating Expenses only in an amount equivalent to the lesser of (i) interest accrued at the actual interest rate charged for the loan, or (ii) interest accrued at a rate equal to the Applicable Federal Rate.

6. Prepayment. At its option and without any premium or penalty, Borrower may pay all or a portion of the outstanding Principal Amount prior to the amount becoming due. The Borrower may make such prepayments at any time, or from time-to-time, before the prepaid amount is due. All prepayments shall be applied by the City to reduce the amount of the outstanding Principal Amount owed under this Note.

7. Encumbrances. The Borrower shall not encumber the Property, permit the covenancy, transfer, or encumbrance of the Property, allow the placement of any liens, notes or deeds on the Property, or use the Property as security for any note or loan, without the City's prior written approval; provided, however, that the approval of encumbrances consistent with the approved Financing Plan included in the DDLA shall not be unreasonably withheld. Any written approval by the City shall be consistent with the requirements of Section 12 below.

8. Payment Acceleration. The Principal Amount of this Note, together with all accrued interest and other outstanding payments and penalties, shall become immediately due and payable upon the occurrence of any of the following events, each subject to any applicable notice and cure periods:

A. The Borrower fails to use the Property in accordance with the DDLA, Loan Agreement or Regulatory Agreement;

B. The Borrower fails to cure a default consistent with the requirements of Section 9 below;

C. The transfer of the Property or this Note in violation of Section 11, and without the City's written approval consistent with the requirements of Sections 12 and 13 below;

D. The encumbrance of the Property in violation of Section 7, without the City's written approval consistent with the requirements of Sections 7 and 13;

E. Borrower is found to be in Default of the DDLA

9. Default – Notice & Opportunity to Cure. If, in the City's sole discretion, the Borrower fails to observe or perform any condition contained herein, or take diligent action towards the cure or remedy of such event, for a period of sixty (60) days after written notice from the City specifying such failure and requesting that it be cured, such event shall be deemed a default and the City shall be entitled, and in addition to all other remedies provided by law or in equity,

to compel specific performance by the Borrower of its obligations under this Note. Any investor limited partner of Borrower or Borrower's assignee shall have the same notice and cure rights granted to Borrower, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Borrower.

10. Default Rate. Upon the occurrence of an Event of Default, interest shall automatically be increased without notice to the rate of the lesser of ten percent (10%) per annum or the maximum rate permitted by law (the "Default Rate"); provided however, if any payment due hereunder is not paid when due, the Default Rate shall apply commencing upon the due date for such payment. When Borrower is no longer in default, the Default Rate shall no longer apply, and the interest rate shall once again be the rate specified in the first paragraph of this Note. Notwithstanding the foregoing provisions, if the interest rate charged exceeds the maximum legal rate of interest, the rate shall be the maximum rate permitted by law. The imposition or acceptance of the Default Rate shall in no event constitute a waiver of a default under this Note or prevent City from exercising any of its other rights or remedies.

11. Prohibited Transfers. Except as otherwise permitted by the terms of this Note or the DDLA, the Borrower is prohibited from transferring by sale, lease, trade, exchange, rental, gift, assignment, conveyance, the Property or any part thereof, or any trust or power, or any transfer in any other mode or form, of the Property or any part thereof or any interest therein; provided, however, that the Borrower may transfer any or all of its interest in the Property to a subsidiary or affiliate controlled by Borrower. Notwithstanding anything to the contrary contained herein, this Note shall be assignable and transferable in whole or in part to one or more limited partnerships affiliated with Borrower, so long as any such assignment or other document evidencing such assignment is acceptable to the City. Borrower may transfer limited partner interests to a tax credit investor (the "Investor"), and such Investor may further transfer its limited partner interests, and the Investor may remove Borrower's general partner pursuant to the terms of the Borrower's limited partnership agreement, with the City's consent, which consent will not be unreasonably withheld.

12. Permitted Transfers. Under the following limited circumstances, the City may give its prior written approval for the transfer of the Property: The Property is to be transferred to another qualified developer, as pre-determined by the City, which is a non-profit serving the same mission to provide housing under the DDLA, Loan Agreement and Regulatory Agreement and will assume the Borrower's rights and obligations under the Deed of Trust, this Note, and the DDLA, Loan Agreement and Regulatory Agreement.

13. Prior Written Approval. The City shall not unreasonably withhold its written approval of permitted transfers, encumbrances and refinancing by the Borrower. However, the City may only give written approval of those transfers, encumbrances, and refinancing authorized by this Note. The Borrower must request the City's written approval prior to pursuing any transfer, encumbrance, or refinancing. If not approved, or in violation of this Note, any unapproved transfer, encumbrance, or refinancing shall be null and void and the Borrower must deliver to the City any profits or benefit received from the transaction consistent with the requirements of Section 22.

14. Audit and Inspection. To the extent permissible under laws and regulations protecting individual confidentiality, the City shall have access to, and is hereby authorized by the Borrower to inspect, make copies or photographs of, the Property, books, utility accounts, and records of the Borrower pertaining to this Note and the Borrower's use of the Property.

15. Notices. Any demand or notice which either party desires to deliver to the other, shall be in writing and shall be delivered by hand, sent by a recognized overnight courier, deposited in the United States mail with a first-class prepaid postage and a return receipt requested, to ensure timely and complete delivery to the other party at the addresses noted above.

16. Attorney Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

17. Severability. Every provision of this Note is intended to be severable. If any provision is held by a court of competent jurisdiction to be invalid, illegal, and unenforceable, the validity, legality, and enforceability, of the remaining provisions shall not in any way be affected or impaired.

18. Interpretation. The provisions of this Note have been arrived at through negotiation and each party had a full and fair opportunity to revise the provisions and have them reviewed by legal counsel. The parties agree that any ambiguities in construing or interpreting this Note shall not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language of this Note and the DDLA, the language of the DDLA shall control.

19. Joint and Several Obligations. This Note is the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

20. Negotiability. Except as otherwise provided herein, this Note is non-negotiable and not transferable by the Borrower. The City, in its sole discretion, may, in the event of an Event of Default by the Borrower that is not cured as provided for in the DDLA, negotiate a transfer, assignment, or assumption of this Note to any person and upon a minimum ninety (90) day written notice to the Borrower by the City.

21. Binding Upon Successors. All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of the Borrower and the City, respectively.

22. Nonrecourse. Except as expressly provided in this Section 22, Borrower shall have no personal liability for payment of the principal of, or interest on, this Note, and the sole recourse of City with respect to the payment of the principal of, and interest on, this Note shall be to the Property and any other collateral held by City as security for this Note; provided however, nothing contained in the foregoing limitation of liability shall: (A) impair the enforcement against all such security for the Loan of all the rights and remedies of the City under the Deed of Trust as such may be amended, modified, or restated from time to time; (B) impair the right of City to bring a foreclosure action, action for specific performance or other appropriate action or proceeding to enable City to enforce and realize upon the Deed of Trust, the interest in the Property created thereby and any other collateral given to City in connection with the indebtedness evidenced hereby and to name the Borrower as party defendant in any such action; (C) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Loan as a demand for money within the meaning of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto; (D) constitute a waiver of any right which City may have under any bankruptcy law to file a claim for the full amount of the indebtedness owed to City hereunder or to require that the Property shall continue to secure all of the indebtedness owed to City hereunder in

accordance with this Note and the Deed of Trust; or (E) limit or restrict the ability of City to seek or obtain a judgment against Borrower to (1) recover under any provision of the City Documents that obligates Borrower to indemnify City, or (2) recover from Borrower compensatory damages as well as other costs and expenses incurred by City (including without limitation reasonable attorneys' fees and expenses) arising as a result of the occurrence of any of the following: (a) any fraud or intentional misrepresentation on the part of the Borrower or any officer, director or authorized representative of Borrower in connection with the request for or creation of the Loan, or in any City Document, or in connection with any request for any action or consent by City in connection with the Loan; (b) any failure to maintain insurance as required pursuant to the City Documents; (c) failure to pay taxes, assessments or other charges which may become liens on the Property (subject to the right to contest as set forth in the DDLA); (d) the violation of the Borrower's obligations under Article I of the DDLA, except as limited by the provisions of such agreement; (e) the occurrence of any act or omission of Borrower that results in waste to or of the Property and which has a material adverse effect on the value of the Property; (f) the removal or disposal of any personal property or fixtures or the retention of rents, insurance proceeds, or condemnation awards in violation of the Deed of Trust; (g) the material misapplication of the proceeds of any insurance policy or award resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (h) the failure of Borrower to pay all amounts payable under this Note in full if Borrower Transfers the Property in violation of the DDLA or the Regulatory Agreement.

[Signature Page to Follow]

DATE:

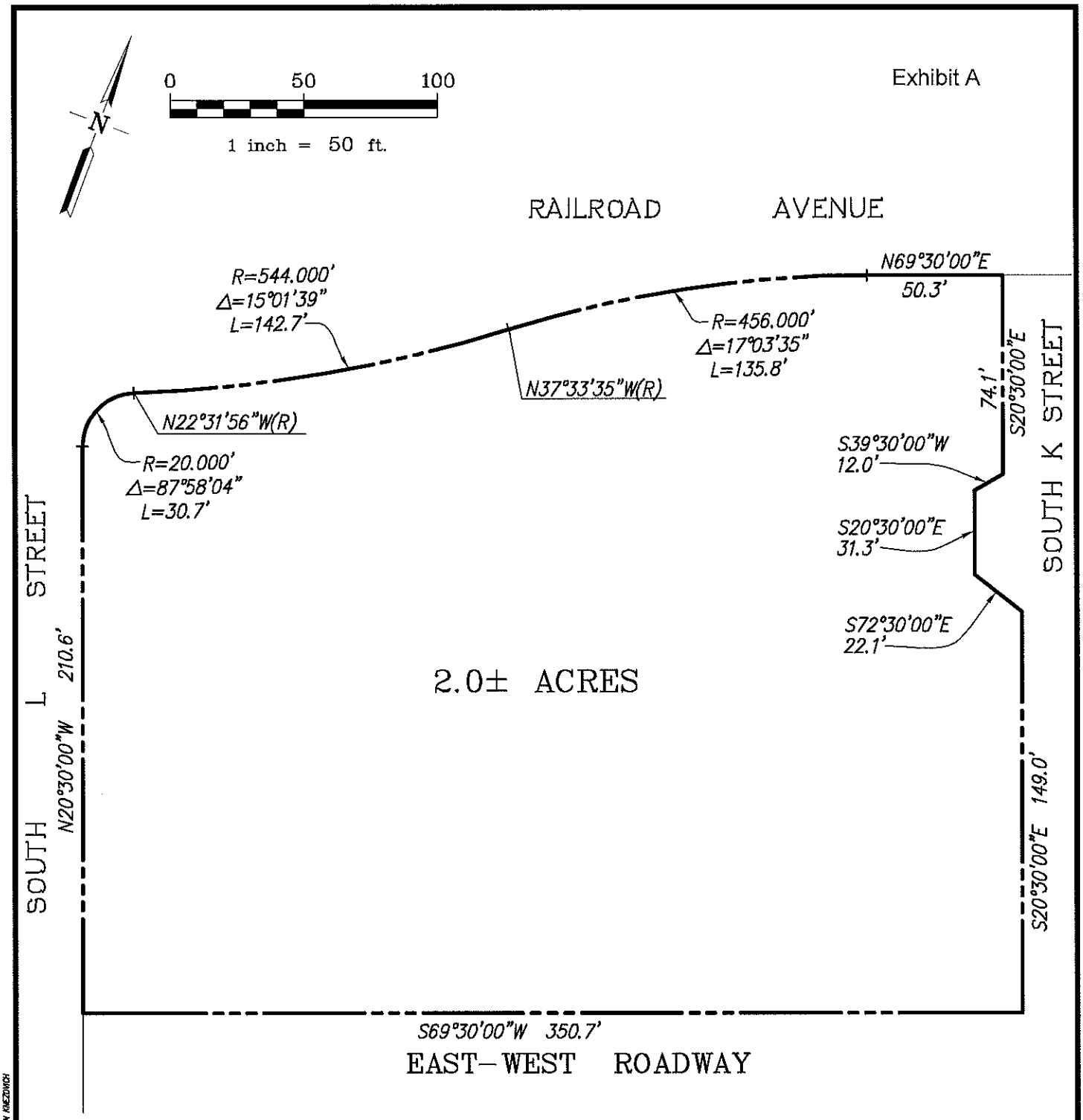
BORROWER

By: Andre H. Mcleish
Its: Senior Vice President

EXHIBIT A

Property Description

See attached



DOWNTOWN HOUSING AND PUBLIC PARK PROPERTY

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 50'	9-11-2018	151084-45

G:\JOBS\151084 TVS\SURVEY\DGN EXHIBIT.DWG 9/11/2018 2:42:07 PM JOHN KNEZOVICH

Exhibit A Page 1 of 1

NOTICE TO BORROWER:

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALE AND ASSUMPTIONS

PROMISSORY NOTE
Downtown Housing Project Site Acquisition
Secured by a Deed of Trust

Principal Amount: $7,800,000

[DATE]
[ADDRESS/APN: 098-0289-22]

FOR VALUE RECEIVED, the undersigned [NAME OF OWNER L.P.], [ENTITY TYPE] ("Borrower") whose address is [ ], hereby promise(s) to pay to the order of the City of Livermore, a municipal corporation ("City"), at 1052 South Livermore Avenue, Livermore, California 94550, the principal amount of Seven Million Eight Hundred Thousand Dollars ($7,800,000), together with interest accrued thereon, as set forth in this Promissory Note (the "Seller Take Back Note" or "Note").

Pursuant to that certain Amended and Restated Disposition, Development and Loan Agreement ("DDLA") dated May __ , 2022 by and between City and Borrower (the "Developer"), the Developer agreed to develop the "Undivided Parcel" as described in Exhibit A, attached hereto, into three parcels, and more particularly to develop 130 units of affordable workforce housing (the "Project") on the property as described in Exhibit B, attached hereto (the "Property").

In accordance with the DDLA, the Borrower intends to purchase, develop, own and operate the Project on the Property. Pursuant to the DDLA, the City has made an acquisition loan to Borrower in the original principal amount of Seven Million Eight Hundred Thousand Dollars ($7,800,000)(the "Site Acquisition Loan") to purchase the Property.

This Note is made and delivered pursuant to and in conjunction with the DDLA and that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants entered into by and between the City and Borrower dated as of even date herewith (the "Regulatory Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the DDLA. The Borrower's obligations with respect to this Note are secured by that certain Deed of Trust and Assignment of Rents (Short Form) entered into by Borrower for the benefit of the City as of even date herewith (the "Seller Take Back Site Acquisition Deed of Trust" or "Deed of Trust") executed by the Borrower concurrently herewith.

1. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the Principal Amount, as that term is subsequently defined, loaned to the Borrower by the City to finance the Property's purchase, as set forth in the DDLA. As a condition of receiving the Principal Amount, the Borrower promises and agrees to comply will all terms and conditions of this Note.

2. Principal. The principal amount of this Note, $7,800,000("Principal Amount"), is loaned to the Borrower by the City to finance acquisition of the Property, as set forth in the DDLA.

3. Interest. The Note shall bear simple interest at three percent (3%)] annual interest as of the date of this Note.

4. Term. The entire indebtedness evidenced by this Note shall be repaid to the City by no later than the date that is the earlier of: (i) fifty-five (55) years from the date the Project's financing converts to permanent financing; or (ii) the sixty fifth (65th) anniversary of the date hereof (the "Maturity Date").

5. Repayment. The Borrower shall make payments towards principal and accrued interest due on the Property Acquisition Loan from residual receipts pari passu with other City and other soft lender financing from a pro rata share of Surplus Cash as described in 5.1 during the Term of this Note. This Note becomes due and payable in full on (a) the date the Property is sold or transferred in a manner which is ineligible under the terms of the DDLA, Loan Agreement, or Regulatory Agreement, or (b) an Event of Default by Borrower which has not been cured as provided for in this Agreement, but in any event (c) no later than the Maturity Date. Any payments made by Borrower pursuant to this section shall be applied first to pay current annual interest due, and then to reduce the principal amount of the Property Acquisition Loan. All payments by the Borrower shall be paid to the City in currency of the United States of America, which at the time of the payment is lawful for the payment of public and private debts.

All payments on this Note shall be made payable to the City of Livermore, and shall be delivered to the City at 1052 South Livermore Avenue, Livermore, California, 94550, or to such other place as the City may from time-to-time designate.

All payments on this Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses incurred in connection with the payment.

5.1 Annual Payments from Surplus Cash. By not later than July 1 of each year, Borrower shall pay to City fifty percent (50%) of Surplus Cash split pro rata with all other soft lenders approved by the City, generated by the Property during the previous calendar year to reduce the indebtedness owed under this Note.

By not later than June 1 of each year, Borrower shall provide to City Borrower's calculation of Surplus Cash for the previous calendar year, accompanied by such supporting documentation as City may reasonably request to substantiate Borrower's calculation of Surplus Cash. City shall have the right to inspect and audit Borrower's books and records concerning the calculation of Surplus Cash, and to object within ninety (90) days from receipt of Borrower's statement. Failure to timely object shall be deemed acceptance. If City does object, City shall specify the reasons for disapproval. Borrower shall have thirty (30) days to reconcile any disapproved item.

No later than November 1 of each year, Borrower shall provide to City a projected budget for the following calendar year which shall include an estimate of Surplus Cash. City will review the proposed budget and, if acceptable, approve it, which approval shall not be unreasonably withheld, provided, however, if the proposed budget has not been rejected by City within 30 days of receipt, City shall be deemed to have accepted the budget. If the budget is not acceptable, City shall specify the reasons for disapproval. Once approved, any

changes to the budget that exceed ten percent (10%) of the total budget shall require City's prior written consent, which consent shall not be unreasonably withheld.

5.1.1 "Surplus Cash" shall mean for each calendar year during the term hereof, the amount by which Gross Revenue (defined below) exceeds Annual Operating Expenses (defined below) for the Property. Surplus Cash shall also include net cash proceeds realized from any refinancing of the Property, less fees and closing costs reasonably incurred in connection with such refinancing, and any City-approved uses of the net cash proceeds of the refinancing.

5.1.2 "Gross Revenue" shall mean for each calendar year during the term hereof, all revenue, income, receipts and other consideration actually received from the operation and leasing of the Property. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants; Section 8 payments or other rental subsidy payments received for the dwelling units; deposits forfeited by tenants; all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; and the proceeds of casualty insurance not required to be paid to the holders of Approved Senior Loans (provided however, expenditure of such proceeds for repair or restoration of the Property shall be included within Annual Operating Expenses in the year of the expenditure). Gross Revenue shall not include tenant security deposits, loan proceeds, capital contributions or similar advances, or interest earned on restricted reserve accounts.

5.1.3 "Annual Operating Expenses" shall mean for each calendar year during the term hereof, the following costs reasonably and actually incurred for the operation and maintenance of the Property to the extent that they are substantiated by such documentation as City may reasonably require: property taxes and assessments; debt service currently due and payable on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Property) on loans which have been approved in writing by the City and which are secured by deeds of trust senior in priority to the Deed of Trust ("Approved Senior Loans"); property management fees and reimbursements in amounts in accordance with industry standards for similar residential projects and paid pursuant to a property management agreement approved by City; premiums for property damage and liability insurance; utility service costs not paid for directly or indirectly by tenants; maintenance and repair costs; fees for licenses and permits required for the operation of the Property; expenses for security services; advertising and marketing costs; accounting costs; payment of deductibles in connection with casualty insurance claims not paid from reserves; tenant services; the amount of uninsured losses actually replaced, repaired or restored and not paid from reserves; cash deposits into reserves for capital replacements and operating expenses in the amount specified in the Regulatory Agreement or reasonably approved by the City; annual monitoring fees, if any, payable to the City or other public agencies in connection with loans provided for the Property; and other ordinary and reasonable operating expenses approved by City.

5.1.4 Exclusions from Annual Operating Expenses. Annual Operating Expenses shall exclude the following: contributions to Property operating or replacement reserves, except as provided in Section 5.1.3; debt service payments on any loan which is not an Approved Senior Loan, including without limitation, unsecured loans or loans secured by deeds of trust which are subordinate to the Deed of Trust; depreciation, amortization, depletion and other non-cash expenses; expenses paid for with disbursements from any reserve account; any amount paid to Borrower, or any entity controlled by the persons or

entities in control of Borrower. Notwithstanding the foregoing limitation regarding payments to Borrower and related parties, the following fees shall be included in Annual Operating Expenses, subject to applicable limitations set forth in Section 5.1.3 above, even if paid to Borrower or an affiliate of Borrower: fees paid to a property management agent, resident services agent, or social services agent; deferred developer fees; annual asset management fees paid to Borrower's limited partner; an annual partnership management fee paid to Borrower's general partner in an annual amount of up to $25,000 increasing no more than 3% annually; and subject to Section 5.1.5, repayment of cash advances by Borrower to cover Property operating expense deficits or emergency cash needs of the Property. Payments to Borrower or affiliates in excess of the limitations set forth in Section 5.1.3 shall not be counted toward Annual Operating Expenses for the purpose of calculating Surplus Cash.

5.1.5 Adjustments to Annual Operating Expenses. Notwithstanding anything to the contrary set forth herein, for the purpose of calculating Surplus Cash, Annual Operating Expenses shall include the repayment of operating deficit loans provided by Borrower provided however, interest payable on such loans may be included in Annual Operating Expenses only in an amount equivalent to the lesser of (i) interest accrued at the actual interest rate charged for the loan, or (ii) interest accrued at a rate equal to the Applicable Federal Rate.

6. Prepayment. At its option and without any premium or penalty, Borrower may pay all or a portion of the outstanding Principal Amount prior to the amount becoming due. The Borrower may make such prepayments at any time, or from time-to-time, before the prepaid amount is due. All prepayments shall be applied by the City to reduce the amount of the outstanding Principal Amount owed under this Note.

7. Encumbrances. The Borrower shall not encumber the Property, permit the covenancy, transfer, or encumbrance of the Property, allow the placement of any liens, notes or deeds on the Property, or use the Property as security for any note or loan, without the City's prior written approval; provided, however, that the approval of encumbrances consistent with the approved Financing Plan included in the DDLA shall not be unreasonably withheld. Any written approval by the City shall be consistent with the requirements of Section 12 below.

8. Payment Acceleration. The Principal Amount of this Note, together with all accrued interest and other outstanding payments and penalties, shall become immediately due and payable upon the occurrence of any of the following events, each subject to any applicable notice and cure periods:

A. The Borrower fails to use the Property in accordance with the DDLA, Loan Agreement or Regulatory Agreement;

B. The Borrower fails to cure a default consistent with the requirements of Section 9 below;

C. The transfer of the Property or this Note in violation of Section 11, and without the City's written approval consistent with the requirements of Sections 12 and 13 below;

D. The encumbrance of the Property in violation of Section 7, without the City's written approval consistent with the requirements of Sections 7 and 13;

E. Borrower is found to be in Default of the DDLA

9. Default – Notice & Opportunity to Cure. If, in the City's sole discretion, the Borrower fails to observe or perform any condition contained herein, or take diligent action towards the cure or remedy of such event, for a period of sixty (60) days after written notice from the City specifying such failure and requesting that it be cured, such event shall be deemed a default and the City shall be entitled, and in addition to all other remedies provided by law or in equity, to compel specific performance by the Borrower of its obligations under this Note. Any investor limited partner of Borrower or Borrower's assignee shall have the same notice and cure rights granted to Borrower, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Borrower.

10. Default Rate. Upon the occurrence of an Event of Default, interest shall automatically be increased without notice to the rate of the lesser of ten percent (10%) per annum or the maximum rate permitted by law (the "Default Rate"); provided however, if any payment due hereunder is not paid when due, the Default Rate shall apply commencing upon the due date for such payment. When Borrower is no longer in default, the Default Rate shall no longer apply, and the interest rate shall once again be the rate specified in the first paragraph of this Note. Notwithstanding the foregoing provisions, if the interest rate charged exceeds the maximum legal rate of interest, the rate shall be the maximum rate permitted by law. The imposition or acceptance of the Default Rate shall in no event constitute a waiver of a default under this Note or prevent City from exercising any of its other rights or remedies.

11. Prohibited Transfers. Except as otherwise permitted by the terms of this Note or the DDLA, the Borrower is prohibited from transferring by sale, lease, trade, exchange, rental, gift, assignment, conveyance, the Property or any part thereof, or any trust or power, or any transfer in any other mode or form, of the Property or any part thereof or any interest therein; provided, however, that the Borrower may transfer any or all of its interest in the Property to a subsidiary or affiliate controlled by Borrower. Notwithstanding anything to the contrary contained herein, this Note shall be assignable and transferable in whole or in part to one or more limited partnerships affiliated with Borrower, so long as any such assignment or other document evidencing such assignment is acceptable to the City. Borrower may transfer limited partner interests to a tax credit investor (the "Investor"), and such Investor may further transfer its limited partner interests, and the Investor may remove Borrower's general partner pursuant to the terms of the Borrower's limited partnership agreement, with the City's consent, which consent will not be unreasonably withheld.

12. Permitted Transfers. Under the following limited circumstances, the City may give its prior written approval for the transfer of the Property: The Property is to be transferred to another qualified developer, as pre-determined by the City, which is a non-profit serving the same mission to provide housing under the DDLA, Loan Agreement and Regulatory Agreement and will assume the Borrower's rights and obligations under the Deed of Trust, this Note, and the DDLA, Loan Agreement and Regulatory Agreement.

13. Prior Written Approval. The City shall not unreasonably withhold its written approval of permitted transfers, encumbrances and refinancing by the Borrower. However, the City may only give written approval of those transfers, encumbrances, and refinancing authorized by this Note. The Borrower must request the City's written approval prior to pursuing any transfer, encumbrance, or refinancing. If not approved, or in violation of this Note, any unapproved transfer, encumbrance, or refinancing shall be null and void and the Borrower must deliver to the City any profits or benefit received from the transaction consistent with the requirements of Section 22.

14. Audit and Inspection. To the extent permissible under laws and regulations protecting individual confidentiality, the City shall have access to, and is hereby authorized by the Borrower to inspect, make copies or photographs of, the Property, books, utility accounts, and records of the Borrower pertaining to this Note and the Borrower's use of the Property.

15. Notices. Any demand or notice which either party desires to deliver to the other, shall be in writing and shall be delivered by hand, sent by a recognized overnight courier, deposited in the United States mail with a first-class prepaid postage and a return receipt requested, to ensure timely and complete delivery to the other party at the addresses noted above.

16. Attorney Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

17. Severability. Every provision of this Note is intended to be severable. If any provision is held by a court of competent jurisdiction to be invalid, illegal, and unenforceable, the validity, legality, and enforceability, of the remaining provisions shall not in any way be affected or impaired.

18. Interpretation. The provisions of this Note have been arrived at through negotiation and each party had a full and fair opportunity to revise the provisions and have them reviewed by legal counsel. The parties agree that any ambiguities in construing or interpreting this Note shall not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language of this Note and the DDLA, the language of the DDLA shall control.

19. Joint and Several Obligations. This Note is the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

20.. Negotiability. Except as otherwise provided herein, this Note is non-negotiable and not transferable by the Borrower. The City, in its sole discretion, may, in the event of an Event of Default by the Borrower that is not cured as provided for in the DDLA, negotiate a transfer, assignment, or assumption of this Note to any person and upon a minimum ninety (90) day written notice to the Borrower by the City.

21. Binding Upon Successors. All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of the Borrower and the City, respectively.

22. Nonrecourse. Except as expressly provided in this Section 22, Borrower shall have no personal liability for payment of the principal of, or interest on, this Note, and the sole recourse of City with respect to the payment of the principal of, and interest on, this Note shall be to the Property and any other collateral held by City as security for this Note; provided however, nothing contained in the foregoing limitation of liability shall: (A) impair the enforcement against all such security for the Loan of all the rights and remedies of the City under the Deed of Trust as such may be amended, modified, or restated from time to time; (B) impair the right of City to bring a foreclosure action, action for specific performance or other appropriate action or proceeding to enable City to enforce and realize upon the Deed of Trust, the interest in the Property created thereby and any other collateral given to City in connection with the indebtedness evidenced hereby and to name the Borrower as party defendant in any such action; (C) be deemed in any way to impair the right of the City to assert the unpaid principal

amount of the Loan as a demand for money within the meaning of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto; (D) constitute a waiver of any right which City may have under any bankruptcy law to file a claim for the full amount of the indebtedness owed to City hereunder or to require that the Property shall continue to secure all of the indebtedness owed to City hereunder in accordance with this Note and the Deed of Trust; or (E) limit or restrict the ability of City to seek or obtain a judgment against Borrower to (1) recover under any provision of the City Documents that obligates Borrower to indemnify City, or (2) recover from Borrower compensatory damages as well as other costs and expenses incurred by City (including without limitation reasonable attorneys' fees and expenses) arising as a result of the occurrence of any of the following: (a) any fraud or intentional misrepresentation on the part of the Borrower or any officer, director or authorized representative of Borrower in connection with the request for or creation of the Loan, or in any City Document, or in connection with any request for any action or consent by City in connection with the Loan; (b) any failure to maintain insurance as required pursuant to the City Documents; (c) failure to pay taxes, assessments or other charges which may become liens on the Property (subject to the right to contest as set forth in the DDLA); (d) the violation of the Borrower's obligations under Article I of the DDLA, except as limited by the provisions of such agreement; (e) the occurrence of any act or omission of Borrower that results in waste to or of the Property and which has a material adverse effect on the value of the Property; (f) the removal or disposal of any personal property or fixtures or the retention of rents, insurance proceeds, or condemnation awards in violation of the Deed of Trust; (g) the material misapplication of the proceeds of any insurance policy or award resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (h) the failure of Borrower to pay all amounts payable under this Note in full if Borrower Transfers the Property in violation of the DDLA or the Regulatory Agreement.

23. Amendment Contemplated by DDLA. Notwithstanding anything to the contrary contained herein, upon the conveyance as contemplated in Section 3.2 of the DDLA, this Note shall be modified as further set forth therein.

[Signature Page to Follow]

DATE:

BORROWER

By: [NAME]
[ENTITY TYPE]

By: _____
[NAME]
[TITLE]

Attachments

EXHIBIT A - Legal Description of Undivided Parcel

EXHIBIT B - Description of Property

EXHIBIT G **EXHIBIT A**

RECORDING REQUESTED BY
Old Republic Title Company

AND WHEN RECORDED MAIL TO

City of Livermore
1052 S. Livermore Avenue
Livermore, Ca. 94550-4899

Loan No.:

A.P.N.: [098-0289-22]

Space Above This Line for Recorder's Use Only

File No.:

DEED OF TRUST AND ASSIGNMENT OF RENTS

(Short Form)

THIS DEED OF TRUST, made this _____ , 2022 between

TRUSTOR: [NAME OF OWNER L.P.], [ENTITY TYPE]whose address [ ]

TRUSTEE: Old Republic Title Company

and BENEFICIARY: City of Livermore, a Municipal Corporation

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Livermore, Alameda County, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions, incorporated by reference, to collect and apply such rents, issues and profits.
FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor, incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of **$_____**, executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record Owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured
TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and page of the Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernadino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Ventura	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego Series 2 Book 1961, Page 183887						Yuba	334	486

2.

which provisions, identical in all counties, are printed below) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at property address.

FURTHERMORE, in the event of foreclosure or deed in lieu of foreclosure, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Trustor's ability to sell the Property shall have no further force or effect. Any person (including successors or assigns thereto) receiving title to the Property through a foreclosure or deed in lieu of foreclosure shall receive title to the Property free and clear from such restrictions.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

_____

Dated: _____ , _____

_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California }

}ss.

COUNTY OF _____ }

On___, before me, _____, Notary Public, personally appeared____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)

Signature of Notary Public

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county In California, as stated in the foregoing Deed of Trust and incorporated by reference In said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay Immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee is such reconveyance may be described as "the person or persons legally entitled thereto. Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed of Trust (unless directed in such request to retain them.)

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, Issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s) and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and In such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any Indebtedness secured hereby may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its titJe, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust Is recorded and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: _____, a California Corporation, **Trustee** Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to: _____

_____

_____

_____

_____ By _____

_____ By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Short Form
DEED OF TRUST
WITH POWER OF SALE
INDIVIDUAL

_____ TITLE COMPANY, A CALIFORNIA CORPORATION

APN: File No.

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

[TITLE COMPANY TO ATTACH]

EXHIBIT H

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Livermore 1052 S Livermore Avenue Livermore, CA 94550 Attention: City Clerk EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383	

Space above this line for Recorder's use.

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF LIVERMORE

and

[NAME OF PROJECT OWNER L.P. TO BE INSERTED]

_____, 2022

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of _____, 2022 ("**Effective Date**") by and between the City of Livermore, a municipal corporation ("**City**") and [NAME OF PROJECT OWNER L.P. TO BE INSERTED], a California [ENTITY TYPE] ("**Owner**"). The City and the Owner are collectively referred to herein as the "**Parties**."

RECITALS

A. Owner owns the real property located in the City of Livermore, Alameda County, California, at _____, known as Alameda County Assessor Parcel Nos. _____, and more particularly described in **Exhibit A** attached hereto (the "**Property**").

B. On ____, the City entered into an Amended and Restated Disposition, Development and Loan ("**DDLA**"), whereby City describes the terms for development and conveyance of the Property and provides for a predevelopment loan in the amount of $500,000 (the "**Predevelopment Loan"**) which is secured by a Predevelopment Promissory Note and Deed of Trust. Pursuant to the DDLA, Owner will develop, own, and operate an affordable housing development consisting of one hundred thirty (130) units of affordable workforce housing for families (the "**Project**").

C. Pursuant to the DDLA, the City has also agreed to provide a loan to Owner in the amount of $7,800,000 (the "**Site Acquisition Loan**") to assist in financing acquisition of the Property which is secured by a Seller Take Back Acquisition Promissory Note to evidence Owner's obligation to repay the Loan, and a Seller Take Back Acquisition Deed of Trust to be executed by Owner for the benefit of City and recorded substantially concurrently herewith. As a condition precedent to the funding of the Site Acquisition Loan, City requires the Project to be subject to the terms, conditions and restrictions set forth herein.

Capitalized terms used without definition herein shall have the meaning ascribed to such terms in the DDLA.

D. The DDLA provides that the Restricted Units to be developed on the Property will be required to be available to Eligible Households at Affordable Rents in accordance with this Agreement for a period of not less than the term of fifty-five (55) years.

E. The City recognizes there is a shortage of affordable housing and, in particular, and, in particular, lower and middle-income households face barriers which inhibit equal access to housing. Therefore, reserving affordable units for persons working in the community which allow them to live locally is needed to offer equal access to housing.

G. The purpose of this Agreement is to satisfy the affordability requirements of the City's affordable housing program and to regulate and restrict the occupancy and rents of the Project's Restricted Units for the benefit of the Project occupants and set forth the use and maintenance of the community buildings. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Owner and Owner's successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1.1 Definitions; Exhibits. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Actual Household Size**" means the actual number of persons in the applicable household.

"**Adjusted for Family Size Appropriate for the Unit**" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to Project financing sources, including Section 42(g)(2) of the Internal Revenue Code of 1986 as amended (or successor provision).

"**Affordable Rent**" means for units that are restricted for rental to households with incomes of not more than one hundred ten percent (110%) of AMI, a monthly rent that does not exceed one-twelfth of thirty percent (30%) of one hundred ten percent (110%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis which have been approved by the City.

"**Area Median Income" or "AMI**" means the median income for Alameda County, California, adjusted for Actual Household Size, as determined pursuant to California Tax Credit Allocation (**"TCAC"**) regulations.

"City's Authorized Representative" means the City Manager of the City of Livermore or his/her designee.

"City Documents" means collectively, this Agreement, the DDLA, the City Notes, the City Deeds of Trust.

"**Claims**" is defined in Section 2.10.

"City Amended and Restated **Disposition, Development and Loan Agreement**" is defined in recital B-D.

"City **Pre-Development Deed of Trust"** is defined in Recital B.

"City **Pre-Development Note**" is defined in Recital B.

"Seller Take Back **Acquisition Deed of Trust**" is defined in Recital C.

"Site Acquisition Loan" is defined in Recital C.

"Seller Take Back Acquisition Note" is defined in Recital C.

"**City Deeds of Trust**" is defined as that City Predevelopment Deed of Trust and City Acquisition Deed of Trust.

"City Notes" is defined as the City Predevelopment Note and Seller Take Back Acquisition Note.

"**Eligible Household**" means a household for which gross household income upon initial occupancy does not exceed the maximum income level for a Restricted Unit as specified in Section 2.3.

"**Indemnitees"** is defined in Section 2.10.

"**Marketing and Tenant Selection Plan"** is defined in Section 6.5.

"**Rent**" means the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Owner that are customarily charged in rental housing and required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant.

"**Rent Restricted"** means limited to an Affordable Rent.

"Residential Project" means an affordable housing development on the Property consisting of 130 apartments (including up to 2 unrestricted manager's units) as described in Recital B.

"**Restricted Unit**" means a dwelling unit that is restricted by the City pursuant to this Agreement pursuant to 2.3.

"**Project**" is defined in Recital B.

"**Tenant**" means a household legally occupying a Unit pursuant to a valid lease with Owner.

"**Unit**" means one of the one hundred thirty (130) units in the Project, including the manager's unit(s).

1.2 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

A Legal Description of Property

B Insurance Requirements

C Form of Annual Report

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that pursuant to this Agreement the Residential Project shall be used solely

for the operation of a multifamily rental housing development of which sixty-three (63), which is no more than 49% of the total units, shall be Restricted Units. The Restricted Units shall consist of ___ studios, ___ 1-bedroom units, and ___ 2-bedroom units. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Intentionally Omitted.

2.2 Intentionally Omitted.

2.3 Affordability and Occupancy Requirements. Throughout the term of this Agreement (as defined in Section 4.1 below) Owner agrees that: (i) not less than Sixty Three (63) of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than one hundred ten percent (110%) of AMI; and, (ii) all other units, except for two (2) of the residential units in the Project which shall be manager's units for which rent will not be restricted, will be restricted by the TCAC restrictive covenant to be recorded when the units are placed-in-service by TCAC's definition ("TCAC Units"). For the purpose of determining whether a household is an Eligible Household, gross household income shall be determined in accordance with TCAC regulations and federal regulations applicable to low-income housing tax credits. The Restricted Units shall generally reflect the unit bedroom mix of all of the units in the Project. Maximum unit occupancy standards shall be established according to TCAC regulations or in the absence of such regulations shall be two persons per bedroom plus one additional person. To the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project, Owner shall give a preference in the rental of the residential units in the Project to Eligible Households who are Livermore Valley Joint Unified School District school teachers, employees working for businesses in the Livermore Downtown, first responders employed in Livermore (including emergency medical personnel), professional artists working in Livermore, and then to all other persons who live or work in Livermore. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 or Section 142 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 or Section 142, as applicable, shall control. Owner shall develop marketing policies or other rental policies and procedures approved by the City, as may be amended from time to time, to ensure that residents and people who live or work in Livermore who qualify for the Project are provided adequate notice and opportunity to rent units in the Project.

(a) In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 2.3, Owner shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved. A dwelling unit shall qualify as "Rent Restricted" if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth in Section 2.3.

(b) Notwithstanding anything to the contrary contained in this Agreement, if other Project lenders, Project investors, or regulatory agencies restrict a greater number of units than restricted by this Agreement or require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, investors or regulatory agencies shall prevail, including without limitation, the rent and occupancy requirements imposed in connection with the use of project based vouchers or other rent subsidies.

2.4 Rents for Restricted Units. For all Restricted Units rents shall be limited to Affordable Rents for households of the applicable income limit and presumed household size in accordance with Section 2.3. A household which at initial occupancy qualifies in a particular income category shall be treated as continuing to be of such income category so long as the household's gross income does not exceed one hundred forty percent (140%) of the applicable income limit.

(a) For the purpose of determining whether a household is an Eligible Household , gross household income shall be determined in accordance with TCAC regulations and federal regulations applicable to low-income housing tax credits. In the event that TCAC no longer publishes the income and rent information that this Agreement contemplates that TCAC will publish, respectively, the City shall provide Owner with other income and rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC, as applicable.

(b) Subject to Section 2.3, if, upon recertification of the income of a tenant of a Restricted Unit, Owner determines that a Tenant of a Restricted Unit has an income exceeding the maximum qualifying income, such Tenant shall be permitted to continue occupying the Restricted Unit and upon sixty (60) days written notice, the Rent may be increased to one-twelfth (1/12th) of thirty percent (30%) of the actual adjusted income of the Tenant or the current fair market rent for that unit, whichever is less, and Owner shall rent the next available Unit of the appropriate size to an Eligible Household at a Rent not exceeding the maximum Rent specified in this Section, or designate another Unit in the Residential Project with a as a Restricted Unit, at a Rent not exceeding the maximum Rent specified in this Section.

(c) Initial Rents are subject to City approval. Rents may not be increased more often than once every twelve (12) months and by no more than five percent (5%) per year, except as otherwise provided in Sections 2.4(a), 2.5(b) or 2.6(c). Owner shall provide each Tenant with at least sixty (60) days written notice of any increase in Rent applicable to such Tenant. Owner shall comply with California rent control laws and tenant notification to the extent applicable. If there are any overlaps between this Agreement and the law, the more restrictive limits and noticing requirements shall govern.

2.5 Loss of Subsidy. It is anticipated that certain Units in the Development (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidies (the "Rental Subsidy") throughout the Term, as reflected in the Financing Plan for the Project. If any change in federal law occurs, or any action (or inaction) by Congress or any federal or state agency occurs, which results in a material reduction, termination or nonrenewal of the Rental Subsidy through no fault

of the Owner, such that the Rental Subsidy shown on the Finance Plan for the Development approved by the City is no longer available, Owner shall, in anticipation of such loss in Rental Subsidy, use good faith efforts for a period of ninety (90) days, to identify and obtain alternative sources of rental subsidies and shall provide the City progress reports on Owner's efforts to identify and obtain alternative sources of rental subsidies. If at the end of such ninety (90) day period Owner is unable to secure an alternate source of rental subsidy, notwithstanding Section 2.4, Owner may increase the rent on one or more of the City Restricted Units that overlap with a Subsidy Unit, up to sixty percent (60%) of AMI ("TCAC Maximum Rent Limit"), subject to the following requirements:

(a) Any such rent increase must be pursuant to a transition plan approved by the City showing how the rent increase will be implemented, and which Restricted Units will be subject to the increase, and, if applicable, be consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program;

(b) At the time Owner requests an increase in the Restricted Unit rent, Owner shall provide the City with a copy of the proposed Annual Operating Budget showing the impact of the loss or reduction of the Rental Subsidy;

(c) Any subsequent rent increases remain subject to Section 2.4 above; and,

(d) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Residential Project generates sufficient income to cover its operating costs and debt service as shown on the Annual Operating Budget, and as is necessary to maintain the financial stability of the Development.

(e) Upon receipt of any alternative rental subsidies, Owner shall reduce the rents on the Restricted Units back to the Affordable Rent, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Annual Operating Budget.

2.6 Rent Increases on Foreclosure.

Notwithstanding this Section 2.6, in the event that a senior lender foreclosures on the Project (or receives a deed in lieu of foreclosure), the Rents on one or more of the Restricted Units may be increased up to the TCAC Maximum Rent Limit to maintain the financial feasibility of the Project, subject to the following requirements:

(a) Any such rent increase must be pursuant to a transition plan approved by the City showing: (i) how the rent increase will be phased-in; (ii) which Restricted Units will be subject to the increase; and (iii) the operating income and expenses for the Residential Project comparing the current rent structure to the proposed rent structure;

(b) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Residential Project generates sufficient income to cover its operating costs and debt service, and as is necessary to maintain the financial stability of the Development; and

(c) The rent increase may occur only at the time of renewal of the term of the lease of an existing Tenant or the time of leasing a Restricted Unit to a new tenant. Any subsequent rent increases remain subject to Section 2.4 above.

2.7 Manager's Unit. Two (2) dwelling units in the Residential Project may be used as resident manager's units, and shall be exempt from the occupancy and rent restrictions set forth in this Agreement.

2.8 No Condominium Conversion. Owner shall not convert the Residential Project to condominium or cooperative ownership or sell condominium or cooperative rights to the Residential Project or any part thereof during the term of this Agreement.

2.9 Nondiscrimination; Compliance with Fair Housing Laws.

2.9.1 Fair Housing. Owner shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.9.2 Non-Discrimination. Owner shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Owner covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

All deeds, leases, and contracts pertaining to management of the Residential Project, made or entered into by Owner, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) (1) In Deeds, the following language shall appear:

"Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) (1) In Leases, the following language shall appear:

"The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased."

(c) In Contracts pertaining to management of the Residential Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

"There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

2.10 Relocation. Notwithstanding eviction, persons residing on the Property shall not be displaced before suitable replacement housing is available. Owner shall ensure that all occupants of the Property receive all notices, benefits and assistance to which they are entitled. All costs incurred in connection with the temporary and/or permanent displacement and/or

relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to any applicable relocation laws shall be paid by Owner, and City shall have no responsibility for payment therefor. Owner shall be liable for any and all claims for applicable relocation benefits sought by any current, former or future tenant of the Residential Project.

To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising from the breach of Owner's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Owner's indemnification obligations set forth in this Section (i) shall survive the expiration or earlier termination of this Agreement, and (ii) shall not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement.

2.11 Disabled Persons Occupancy.

(a) Owner shall cause the Residential Project to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(b) Owner shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the City) the City, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Owner's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the City Loans and the reconveyance of the Deeds of Trust.

3. Tenant Income Certifications; Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Income Certification. Owner or Owner's authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(a) The identity of each household member;

(b) The total gross household income (as determined pursuant to Section 2.3); and

Owner shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. Following completion of construction of the Project, by not later than March 1 of each year during the term of this Agreement, Owner shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City, together with a certification that the Residential Project is in compliance with the requirements of this Agreement. Notwithstanding the Annual report requirements, Owner shall submit to the City an initial lease up report containing the tenant certification and occupancy information described in this section. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Residential Project: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 3.1.

Owner shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City; provided however, during such time that the Residential Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits, Owner may satisfy the requirements of this Section that pertain to tenant income certification and rents by providing City with a copy of compliance reports required in connection with such financing.

In addition to the information described above, the Annual Report shall include the following:

(a) A Residential Project income and expense statement for the reporting period;

(b) Proposed annual budget for the next fiscal year which sets forth Owner's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;

(c) A report on maintenance and other issues anticipated to affect the current budget needs of the Residential Project as well as the amount in the Residential Project's reserve accounts and the amount expected to be needed for major repairs or other needs during the new fiscal year;

(d) Information on the status of the waiting list for units, including the number of households on the list and the number of persons qualifying for each of the City's selection preference categories on the list; and

(e) A financial audit of the books and records of the Residential Project prepared in accordance with generally accepted auditing standards by an independent certified public accountant. City may require the audit to be accompanied by a supplemental report prepared in accordance with City's requirements.

(f) City may, from time to time request additional or different information, and Owner shall promptly supply such information in the reports required hereunder.

3.3. Maintenance of Records.

3.3.1 Owner shall maintain all records regarding the construction of the Project for five (5) years after final payment and all other pending matters are closed. Owner shall also maintain tenant leases, income certifications and other matters related to the leasing of the affordable units for a period of five (5) years after the final date of occupancy by the tenant.

3.3.2 Records must be kept accurate and up-to-date. City shall notify Owner of any records it deems insufficient. Owner shall have fifteen (15) calendar days from such notice to correct any specified deficiency in the records, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Owner shall begin to correct the deficiency within fifteen (15) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

3.4 Access to Records; Inspections.

3.4.1 Owner shall provide City and its authorized agents and representatives access to any books, documents, papers and records of the Residential Project for the purpose of making audits, examinations, excerpts and transcriptions.

3.4.2 With 48-hours' notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Residential Project and the Property and to interview tenants and employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement and the other City Documents.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect until the fifty-fifth (55th) anniversary of the City's issuance of a final certificate of occupancy for the Project.

4.2 Effectiveness Succeeds Conveyance of Property and Repayment of Loan. This Agreement shall remain effective and fully binding for the full term hereof regardless of (i) any sale, assignment, transfer, or conveyance of the Project or Owner's fee interest in the Property, or any part thereof or interest therein, (ii) any payment, prepayment or extinguishment of the Loan, the Note (iii) any reconveyance of the Deed of Trust.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby. Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property and the Residential Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property or the Residential Project. Owner shall submit its written management policies with respect to the Residential Project (the "Management Plan") to the City for its review and shall amend such policies in any way reasonably necessary to ensure that such policies comply with the provisions of this Agreement. The Management Plan shall minimally include the following:

(a) A parking management plan which details, among other things, how parking spaces will be allocated, assigned and how parking will be managed to encourage tenants, services providers and guests to use parking in accordance with the plan;

(b) Procedures for maintenance and management of the Residential Project;

(c) Procedures for dealing with tenant or neighborhood issues or concerns;

(d) Procedures for maintaining a reserve account, budgeting for maintenance and repair needed as well as long term rehabilitation needs, and handling net cash flow; and

(e) Such other requirements and criteria/procedures as City may determine

reasonably appropriate to comply with the terms of this Agreement.

6.2 Management Entity and Replacement of Management Agent. City shall have the right to review and approve the qualifications of the management entity proposed by Owner for the Residential Project, and shall have the right to review and approve any agreement executed between Owner and the management entity, which approval shall not be unreasonably withheld. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties. City hereby approves Eden Housing Management, Inc., a California nonprofit public benefit corporation, as the initial management entity for the Residential Project. Any subsequent management entity shall be subject to City review and approval, which shall not be unreasonably withheld or delayed. Upon City determination and delivery of written notice to Owner that Owner has failed to operate the Residential Project in accordance with this Agreement, subject to any applicable cure period and the approval of the Project lenders and equity investors, City may require Owner to contract with a qualified management agent selected by City and approved by the Project lender and equity investor, to operate the Residential Project, or to make such other arrangements as City deems necessary to ensure performance of the required functions. An on-site property management representative is required to reside on the property. If the on-site property management representative is not also the assigned property management staff for the Residential Project, then the representative shall still be available to address resident issues and to serve as the point of contact for City business and the public after regular business hours at the Property.

6.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Residential Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Residential Project and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Residential Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the Residential Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Owner shall provide adequate security measures for the Residential Project, including without limitation, the installation of adequate lighting and deadbolt locks.

6.3.1 Additional Requirements. All construction work and professional services for the Residential Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of Livermore business license if required under local law. To the extent allowed by state and federal laws, Owner shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Property as approved by the City. Owner shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

6.4 City's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 6.3, and such default continues for a period of ten (10) days after

written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 10% per annum or the highest rate permitted by applicable law.

6.5 Marketing and Tenant Selection Plan. Not later than ninety (90) days following commencement of construction work on the Project, Owner shall submit for City review and approval, a plan for marketing and tenant selection for the Property ("**Marketing and Tenant Selection Plan**" or "**Plan**"). The Plan shall address in detail how Owner plans to market the Restricted Units to prospective Eligible Households, in accordance with fair housing laws and this Agreement, Owner's tenant selection criteria, City preferences, and how Owner plans to certify the eligibility of Eligible Households. The Plan shall include the proposed form of application, marketing materials and the form of rental agreement that Owner proposes to enter into with Residential Project tenants. Owner shall abide by the terms of the Marketing and Tenant Selection Plan in marketing and selecting tenants for the Property and the Residential Project, including implementation of the City's workforce selection preferences, and throughout the term of this Agreement, shall submit proposed modifications to City for review and approval.

In addition to the foregoing, the Marketing and Management Plan shall address the following:

(a) The actions to be taken by Owner to affirmatively market units in compliance with fair housing laws and in compliance with City's policies and procedures, including the policies described in Section 2.9 above;

(b) Criteria for determining tenant eligibility, including certification of household income and size, disability status of household members or other qualifying criteria, and establishing reasonable occupancy standards (which shall not exceed standards established by state and federal fair housing laws and state housing and building codes), and procedures for screening prospective tenants, including obtaining credit reports, unlawful detainer reports, landlord references and criminal background investigations;

(c) A requirement that eligible tenants be selected based on order of application, selection preference, lottery or other reasonable method approved by City and incorporates a method of prioritizing and establishing a screening order for applications. The preference system shall assign a priority order to Eligible Households for Restricted Units as described in section 2.3.

(d) A requirement that eligible applicants be notified of eligibility and, when possible, be provided an estimate regarding when a unit may be available;

(e) A requirement that ineligible applicants be notified of the reason for their ineligibility;

(f) Specific procedures through which applicants deemed to be ineligible may appeal this determination;

(g) Maintenance of a waiting list of eligible applicants, including specific procedures for screening Project Based Section 8 eligible applicants in coordination with the Housing Authority of the City of Livermore;

(h) Specific procedures for obtaining documentation regarding prospective tenants' incomes, as necessary, to certify that such income does not exceed income limits;

(i) Specific procedures for certification and recertification of household incomes and procedures for handling over-income tenants;

(j) A requirement that a written rental agreement (subject to City approval) be executed with each eligible household selected to occupy a unit;

(k) Such other requirements and criteria/procedures as City may determine reasonably appropriate to comply with the terms of this Agreement.

6.6 Residential Lease Provisions. No later than four (4) months prior to the date construction of the Project is projected to be complete, Owner shall submit to the City Owner's proposed form of residential lease agreement for the City's review and approval, which approval shall not be unreasonably withheld or delayed. The form of lease must comply with all requirements of this Agreement, the other Loan Documents and must, among other matters:

(a) Provide for termination of the lease for failure: (i) to provide any information required under this Agreement or reasonably requested by Owner to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Residential Project in accordance with the standards set forth in this Agreement, or (ii) to qualify as a an Eligible household, as applicable, as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(b) Be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Owner, and provide for no increase in Rent during such year. Notwithstanding the above, any Rent increases shall be subject to the requirements of Section 2.4.

(c) Include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs. 5) Any termination of a lease or refusal to renew a lease for a Restricted Unit within the Development must be preceded by not less than sixty (60) days written notice to the Tenant by Owner specifying the grounds for the action. 6) Include a detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each tenant

upon occupancy;

(d) Include a requirement that there be no storage on balconies and patios and that tenants must keep all balconies, patios and other exterior areas neat, clean and clutter free, including no clotheslines or laundry.

6.7 Approval of Amendments. If City has not responded to any submission of the Marketing and Tenant Selection Plan, the proposed management entity, the proposed management agreement, or a proposed amendment the Management Plan, the Resident Services Plan or Resident Service Budget or change to any of the foregoing within sixty (60) days following City's receipt of such plan, proposal, agreement or amendment, the plan, proposal, agreement, or amendment shall be deemed approved by City.

6.8 Resident Services Plan and Budget.

(a) No later than six (6) months prior to the projected date of the completion of the Project, Owner shall submit to the City a plan for providing supportive services to the Tenants (the "Resident Services Plan") and a budget for providing those services (the "Resident Services Budget") for the initial year of operation of the Residential Project. The Resident Services Plan must identify service provider(s) and staffing levels, and describe the services provided. The Resident Services Plan must include copies of contracts and/or memoranda of understanding for the provision of services by service providers, along with any annual compliance certifications. The Resident Services Budget must state the dollar value of the services, and the funding source(s) for the services (cash or in-kind).

(b) Upon receipt by the City of the proposed Resident Services Plan and Resident Services Budget, the City shall promptly review the same and approve or disapprove it within fifteen (15) days, provided that such approval shall not be unreasonably denied. If the Resident Services Plan and/or Resident Services Budget are not approved by the City, the City shall set forth in writing and notify Owner of the City's reasons for withholding such approval, which may include a request by the City for a change in the nature or scope of resident services or a change in service provider. Owner shall, within fifteen (15) days thereafter, submit a revised Resident Services Plan and/or Resident Services Budget for City approval in accordance with this subsection. If the City does not approve the revised Resident Service Plan, Owner shall be in Default hereunder.

(c) Owner shall thereafter submit to the City annual updates to the Resident Services Plan and Resident Services Budget by October 1st of each year of operation of the Development, identifying any changes made to the previously approved Resident Services Plan and Resident Services Budget. Any revisions to the Resident Services Plan and Resident Services Budget shall be subject to the City's review and approval and the process for timing and review of such revisions shall be subject to the process identified in Section 6.7.

6.9 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including

without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b) Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Owner's ability to apply for any applicable exemption from property taxes or other assessments and fees.

6.10 Insurance Coverage. Throughout the term of this Agreement Owner shall comply with the insurance requirements set forth in Exhibit B, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit B.

6.11 Property Damage or Destruction. If any part of the Residential Project is damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or low-income housing tax credit investors providing financing for the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

7. Recordation; Subordination. This Agreement shall be recorded in the Official Records of Alameda County. The City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement to deeds of trust provided for the benefit of lenders identified in the financing plan submitted to City for the Project, as such plan may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the DDLA or this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Project, or the improvements located on the Property, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the Loan Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

8.2 Permitted Transfers. Notwithstanding any contrary provision of the City Documents, the prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to the Loan Agreement; (iii) the lease of individual dwelling units to tenants for occupancy as their principal residence in accordance with this Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Project or the Property in accordance with the Loan Agreement, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; (v) the admission of limited partners and any transfer of limited partnership interests in accordance with Owner's, or the Approved Partnership's, as applicable, agreement of limited partnership (the "Partnership Agreement"); (vi) the removal of the general partner by the investor limited partner for cause in accordance with the terms of the Partnership Agreement, provided that the replacement general partner is an entity reasonably satisfactory to City or is an affiliate of the investor limited partner that will serve as general partner for an interim period of no more than 180 days; or (vii) the transfer of the managing partner's interest in a limited partnership to a nonprofit entity that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended (or to an entity wholly-owned thereby), provided such replacement general partner is reasonably satisfactory to City.

8.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.3 shall not apply to Transfers described in clauses (i), (ii), (iii), (iv)(v) and (vii) of Section 8.2, and solely with respect to the removal of the general partner by the investor limited partner for a default under the Partnership Agreement, clause (vi) of Section 8.2, provided that the provisions of this Section 8.3 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.2.

(a) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Residential Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement.

(b) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to affect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(c) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Owner's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement.

(d) Except in the case of partnership interest Transfers, the Transfer shall be

effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

(e) Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

8.4 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of the Property or the Project shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. It shall be an Event of Default hereunder entitling City to pursue remedies including without limitation, acceleration of the Loan and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Owner assigns or Transfers this Agreement, the Improvements, or the Property in violation of Section 8. This Section 8.4 shall not apply to Transfers described in clauses (i), (ii), (iii), (iv), (v) and (vii) of Section 8.2., and solely with respect to the removal of the general partner by the investor limited partner for a default under the Partnership Agreement, provided that the provisions of this Section 8.4 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (v) of Section 8.2.

8.5 Recovery of City Costs. Owner shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to affect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Owner of an invoice detailing such costs.

8.6 Encumbrances. Owner agrees to use good faith commercially reasonable efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof in accordance with the DDLA for the benefit of a lender other than City ("**Third-Party Lender**") shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional ninety (90) days; (iii) provided that City has cured any default under Third-Party Lender's deed of trust and other loan documents, City shall have the right to foreclose the Deed of Trust, and take title to the Project without acceleration of Third-Party Lender's debt; and (iv) City shall have the right to transfer the Project without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall own and operate the Project as an affordable rental housing Project, subject to the prior written consent of the Third-Party Lender. Owner agrees to provide to City a copy of any notice of default Owner receives from any Third-Party Lender within five (5) business days following Owner's receipt thereof.

8.7 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon

all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) The occurrence of a Transfer in violation of Section 8 hereof;

(b) Owner's failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Owner to cure such default within five (5) days;

(c) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Owner's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(d) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(e) A default arises under the Loan Agreement, the Note, or the Deed of Trust, and remains uncured beyond the expiration of any applicable cure period;

(f) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Owner's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith to completion, provided that Owner's due diligence and good faith shall be determined in the City's reasonable discretion and shall be demonstrated through efforts reported to the City no less frequently than monthly following the notice of default, but in no event longer than 180 days from receipt of the notice of default.

The limited partners of Owner shall have the right to cure any default of Owner hereunder upon the same terms and conditions afforded to Owner; provided however, if the default is of such nature that the limited partners reasonably determine that it is necessary to replace the general

partner of Developer in order to cure such default, then the cure period shall be extended by an additional sixty (60) days after the removal and replacement of such general partner, provided that the limited partners have promptly commenced and diligently proceeded with all requisite actions to effect such removal and replacement. City shall provide a copy of any notice of default hereunder to the limited partners at the address set forth in Section 11.3 hereof, or to such other address provided to the City in writing, concurrently with the provision of such notice to Owner.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

(a) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

(b) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable and proceed with foreclosure under the Deed of Trust;

(c) For violations of obligations with respect to rents for Restricted Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent;

(d) Pursue any other remedy allowed under the City Documents or at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnity. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement.

10.1 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 10.1 shall apply to all provisions of this Agreement that pertain to Owner's obligations to indemnify

City and the other Indemnitees, including without limitation, Sections 2.10 and 10. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement.

(b) Owner's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust, or limiting the personal liability of Owner, or any other party for payment of all or any part of the indebtedness evidenced by the Note; (iv) the accuracy or inaccuracy of any representation and warranty made by Owner under this Agreement or by Owner or any other party under any City Document, (v) the release of Owner or any other person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the indebtedness evidenced by the Note; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the indebtedness evidenced by the Note.

(c) The obligations of Owner to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Note, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt

requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: City Manager

Owner: Eden Housing, Inc.
22645 Grand Street
Hayward, CA 94541
Attention: VP of Real Estate Development

11.4 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the City, and (iv) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Owner shall also file a copy of the above-described notice with the City Manager.

(b) In addition to the notice required above, Owner shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a), which would include the City Manager) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

11.5 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.6 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Owner (except as expressly provided in this Agreement)

or to any third party with respect to the Project. Owner and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Owner and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Owner shall not have any authority to act as an agent of City or to bind City to any obligation.

11.7 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

11.8 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

11.9 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Livermore shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.10 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.11 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

11.12 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.13 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.14 Entire Agreement; Exhibits. This Agreement, together with the Loan Agreement, the Note, and the Deed of Trust, contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A through C, attached hereto are incorporated herein by this reference.

11.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

11.16 Amendment Contemplated by DDLA. Notwithstanding anything to the contrary contained herein, upon the conveyance as contemplated in Section 3.2 of the DDLA, this Agreement shall be modified as further set forth therein.

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

CITY OF LIVERMORE, a California municipal corporation

By:_____

Print Name: _____

Title: City Manager

ATTEST:

By:_____

APPROVED AS TO FORM:

_____
Assistant City Attorney

OWNER:

By: _____

Print Name: _____
Title: _____

SIGNATURES MUST BE NOTARIZED.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before me, _____, Notary Public_____,
(Name of Notary)

notary public, personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
(Notary Signature)

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(Legal Description Attached)

Exhibit B

Insurance Requirements

(Insurance Requirements to be attached.)

Minimum Scope and Limits of Insurance
Owner/Borrower shall maintain limits no less than:

1. **Commercial General Liability:**
   $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. **Property Insurance:**
   Borrower is required to obtain and maintain property insurance coverage to cover full replacement value, to include improvements, and shall be written on an All Risk basis with a maximum deductible of $1,000 per property. The Property Insurance Policy shall also include a provision that protects the location and the City's interest if the Property is vacant and/or unoccupied for more than thirty (30) days. Borrower's policy must also include a business interruption provision to cover loan payments for twelve (12) to twenty-four (24) months if the property is damaged and cannot be sold or occupied. Additionally, the City must also be named as a Loss Payee by endorsement such as 438 BFU NS or similar.

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 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 policy is 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 Owner/Borrower. 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 Owner/Borrower 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 Owner/Borrower 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

Owner/Borrower 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 the agreement is executed. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

Exhibit C

Form of Annual Report

(Form of Annual Report Attached)

Exhibit C to Regulatory Agreement

LIVERMORE CALIFORNIA

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

PROJECT CONTACT INFORMATION

Property Information

Property Name	
Address	
Community Manager	
Phone	
Email	
Website (if applicable)	

Owner Information

Owner Name	
Company Name	
Owner Address	
City, State, Zip	
Phone	
Email	
Primary Contact	
Secondary Contact	

Management Agent Information

Company Name	
Address	
City, State, Zip	
Phone	
Email	
Primary Contact Name	
Secondary Contact Name	

Name of first point of contact for and on-site monitoring of the property:

LIVERMORE
CALIFORNIA

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

Property Name & Address	
Person Completing Report	
Date	
Report Period	

Compliance with Required Number of Low Income Units

Total number of income restricted units which are currently occupied (or reserved and available for occupancy):	
Number of vacant income restricted units at the time of this report:	
I hereby certify that these units in the quantity listed above have been continuously designated as units for occupancy by low-income households during the reporting period:	
Name of Project Owner or Authorized Agent	Title

Compliance with Rent Limits

List below the current monthly rents of the units restricted for occupancy by low-income households as well as the prior rents (if increases were made during the report period):

Plan	Number of Bedrooms	Current Rent	Prior Rent	% Increase	Additional Fees Charged	Utility Allowance (if applicable) or Amount of Tenant Paid Utilities

I hereby certify that the rents in all units designated for low-income households did not exceed the levels authorized under the regulatory agreement/restrictive covenants with the City of Livermore during the reporting period:

Name of Project Owner or Authorized Agent Title

Restricted Unit Occupant Information

Unit #	Bdrms	Unit Income Level	Tenant Last Name	Move-In Date	# in Household	Reported Annual Income	Effective Date of Current Rent	Tenant Paid Rent	Section 8? (Y/N)

LIVERMORE
CALIFORNIA

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

PROPERTY CONDITION REPORT

Property Name	
Address	
Name of Person Completing Report	
Reporting Period	

List any physical defects or major repair work undertaken within the reporting period:

Comments on any general management/performance issues within the reporting period:

INSURANCE REQUIREMENTS
REGULATORY / LOAN AGREEMENTS

Minimum Scope and Limits of Insurance

Owner/Borrower shall maintain limits no less than:

1. **Commercial General Liability:**
   $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. **Property Insurance:**
   Borrower is required to obtain and maintain property insurance coverage to cover full replacement value, to include improvements, and shall be written on an All Risk basis with a maximum deductible of $1,000 per property. The Property Insurance Policy shall also include a provision that protects the location and the City's interest if the Property is vacant and/or unoccupied for more than thirty (30) days. Borrower's policy must also include a business interruption provision to cover loan payments for twelve (12) to twenty-four (24) months if the property is damaged and cannot be sold or occupied. Additionally, the City must also be named as a Loss Payee by endorsement such as 438 BFU NS or similar.

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 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 policy is 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 Owner/Borrower. 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 Owner/Borrower 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 Owner/Borrower 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

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Owner/Borrower 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 the agreement is executed. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

PLANNING APPLICATION FEES

Effective July 1, 2018

A. CEQA	
County Clerk Filing Fee – NOE, NOD, Other	$50.00
Notice of Exemption (NOE) – City Fee	$173.00
Negative Declaration (NOD) – City Fee	$5,796.00
Negative Declaration – Fish & Game §711.4 Fee (if applicable)	$2,280.75
Environmental Impact Report – City Fee *(Required deposit of 20 percent of contract amount)*	T&M
Environmental Impact Report – Setup, RFP, etc. "to establish base fee"	$8,424.00
Environmental Impact Report – Fish & Game §711.4 Fee (if applicable)	$3,168.00
B. Downtown Design Review	
Downtown Minor Design Review – Staff Level *(Fencing, painting, permanent and temporary signs, lighting, landscaping, hardscape, streetscape, etc. Applies to commercial, historic, and residential [duplex & multi-family.])*	No Fee
Downtown Administrative Design Review – Staff Level *(Exterior building modifications, including awnings, windows, doors, trim, and Master Sign Programs. Applies to commercial, historic, and residential.)*	$1,382.00
Downtown Design Review Amendment – Planning Commission, Project Review	$9,091.00
Downtown Design Review – Small Additions *(Additions or modifications between 0-1,500 square feet or 15 percent of existing building area. Applies to commercial, historic, and residential [duplex & multi-family.])*	$4,318.00
Downtown Design Review – Large Additions, Staff Level *(Additions between 1,501-29,999 square feet or over 15 percent of existing building area; commercial, retail or office structures up to 29,999 square feet; residential projects of 39 or less units, etc. Applies to commercial, historic, and residential [duplex & multi-family.])*	$7,484.00
Downtown Design Review – Planning Commission *(Commercial, retail, office structures, and additions of 30,001 square feet or more, residential projects of 40 or more units, etc. Applies to commercial, historic, and residential [duplex & multi-family])*	$10,440.00
C. Legislative Acts	
Annexation/Pre-Zoning	$26,395.00
Out of Area Service Agreement	$21,067.00
Rezoning *(Development Code Amendment or Zoning Map Amendment)*	$10,008.00
Development Agreement – No Policy Change	$15,688.00
Development Agreement – Policy/Ordinance Change	$21,060.00
Development Agreement – Minor Amendment *(Staff Level)*	$8,918.00
General Plan Amendment/Specific Plan Amendment	$17,348.00
Housing Implementation Program	$13,624.00
Housing Implementation Program Amendment	$9,180.00
Planned Development District	$11,601.00
Planned Unit Development *(SLVSP)*	$11,601.00
Planned Unit Development Amendment	$10,478.00
Planned Development District Amendment (via DCA)	$10,478.00
Policy Proposal	T&M
Policy Proposal Amendment	T&M
Municipal Code Amendment	$25,158.00
D. Miscellaneous	
Appeal	$3,597.00
Temporary Sign Registration Fee – Commercial	$57.00
Williamson Act Contract Creation	$7,772.00
Williamson Act Contract Cancellation	$10,333.00
Consistency Determination	$7,762.00
Staff Research Time, per hour – including Zoning Use Verification (ZUV)	$173.00
E. Permits	
Conditional Use Permit (Public Hearing) [1]	$10,674.00

Conditional Use Permit – Residential and Minor Non-Residential (*Existing building with non-residential General Plan designation of 3,000 square feet or less with no significant traffic, parking, noise, odor, or other environmental considerations).*	$5,181.00
Conditional Use Permit Amendment	$8,304.00
Home Occupation Permit	$90.00
Sign Design Review	$510.00
New or Amended Master Sign Program	$2,055.00
Master Sign Approval	No Fee
Variance – General	$10,819.00
Variance – Developed Residential	$1,573.00
Variance, Minor – General	$4,649.00
Variance, Minor – Developed Residential	$812.00
Reasonable Accommodations (*Livermore Development Code Chapter 9.06)*	$173.00
Temporary Use Permit – Temporary Uses, seasonal *(e.g., Christmas tree lots, rallies, and carnivals)*	$500.00
Temporary Use Permit – Temporary Uses, seasonal (Non-profit organization)	$61.00
Temporary Use Permit – Model Home Complex *(including construction trailer, sales office, and homes)*	$3,150.00
Zoning Use Permit	$432.00
Large Family Day Care	$367.00
Certificate of Appropriateness – Historic Preservation Commission	$500.00
Certificate of Appropriateness – Staff Level	$100.00
Zoning Clearance – Level 1 *(Exterior building modifications, including awnings, windows, doors, and trim)*	$423.00
Zoning Clearance – Level 2 *(New single-family residence or significant remodel [e.g. additions, changes to building form] of existing single-family residence in Transect Zone)*	$658.00
Secondary Dwelling Unit	$600.00
Tree Removal Permit – Commercial *(for Residential Tree Removal see Ordinance)*	$734.00
F. Site Plan Design Review	
Site Plan Design Review – Public Hearing *(Construction of new non-residential development or residential development containing five or more units.)*	$25,727.00
Site Plan Design Review – Staff Level *(Construction of new condominium, duplex, or multi-family residential containing four or less units.)*	$14,514.00
Site Plan Design Review Modification – Major Addition, Planning Commission *(Major additions to non-residential development or additions of five or more units to a residential development.)*	$18,955.00
Site Plan Design Review Modification – Minor Addition, Staff Level *(Minor non-residential additions or additions to a condominium, duplex, or multi-family residence containing four or less units.)*	$9,139.00
Site Plan Design Review Modification – Major Modification, Staff Level *(Major exterior building, landscaping, or parking modifications.)*	$2,446.00
Site Plan Design Review Modification – Minor Modification, Staff Level *(Minor exterior building and landscape modifications such as new awnings, windows, doors, and trim.)*	$903.00
G. Subdivisions	
Open Space Agricultural Easements/Amendments	$7,930.00
Lot Line Adjustment/Certificate of Compliance - Application	$3,215.00
Parcel Map Waiver or Parcel Merger *(Staff Level)*	$5,023.00
Tentative Parcel Map *(Public Hearing)*	$13,935.00
Parcel Map Amendment – Public Hearing	$11,543.00
Parcel Map Amendment – Staff Level Review *(Extension)*	$2,730.00
Tentative Tract Map *(Base fee plus $94 per lot or unit)*	$18,210.00
Tentative Tract Map Amendment – Public Hearing	$12,050.00
Tentative Tract Map Amendment – Staff Level *(Extension)*	$6,636.00
City Wide - Transferrable Development Credits (TDC) Program In-Lieu Fee Ordinance 1979, Development Code Section 4.02.06D	

1.5 Credits per single-family detached dwelling, in excess of baseline density within a density range of 1-7 du/acre, 1.25 credits per single family detached dwelling in excess of baseline density within a density range of 8-14 du/acre and 1/2 credit per multi-family attached dwelling - Current In-Lieu credit is $16,352.31. TDC Ordinance does not apply to residential projects in Downtown Specific Plan, affordable units covered by an agreement and residential projects that have received housing units through the City's Housing Implementation Program (HIP).
Applications involving multiple processes in Sections C, E, F, or G above can be reduced by 10 percent.
Notes: ➢ *T&M – Applicant shall be charged on a time and materials basis.* ➢ *Projects that do not fit any category or are otherwise extraordinary may be charged on a T&M basis at the Director's discretion.* ➢ *Staff time required on a project, post entitlement, and not part of another formal application (e.g., Final Map, plot plan) will be recovered on a T&M basis at the Director's discretion.* ➢ *The fees calculated above reflect standard processing time. Projects requiring excessive review time will be recovered on a T&M basis.*
(1) For new construction or additions, Conditional Use Permit fee must be combined with applicable Site Plan Design Review fee. Applications involving both Conditional Use Permit and Site Plan Design Review fees can be reduced by 10 percent. (2) All projects with in the Downtown Specfic Plan are subject to both City Wide General Plan & Downtown Specific Plan - cost

BUILDING PERMITS

TYPE OF FEE	CITY RESOLUTION	AMOUNT OF FEE
Building Permit	Title 15.04.070	FEE VARIES ACCORDING TO BUILDING TYPE, BUILDING USE, AND BUILDING SIZE
Change of Address	Resolution 2008-123	$490

ENCROACHMENT PERMITS

TYPE OF FEE	CITY CODE, RESOLUTION, AND WHEN PAYABLE		AMOUNT OF FEE		
Encroachment Permit	Title 12.08.090 Ord. 345 Title 3.20.010 Reso. 2017-151	With Encroachment Permit Application, or Building Permit (site plans)	Encroachment Permit Simple Plan Check/Processing Encroachment Inspection	 Simple Major	$156.00 $402.00 $649.00
Telecommunication Encroachment Permit	Reso. 2017-151	With Encroachment Permit Application	Encroachment Permit Processing Fee *(All Telecomm permits)* Encroachment Permit Simple Plan Check Simple Inspection (with up to 2 days inspection)		$492.00 $691.00 $156.00
Telecommunication Plan Check Fee	Reso . 2017-151	When first submitted with adjustment upon plan approval	Telecommunication Plan Check Fee: 8.35% 4.22% 3.34%	 Up to $250,000 Project Valuation $250,001 - $1,000,000 $1,000,001 and over	
Encroachment and Telecommunication Inspection (Project Valuation)	Reso 2017-151	With Encroachment Permit Application	Encroachment Inspection Fee: minimum $402 25.42% 9.11% 5.08%	 Up to $5,000 $5,001 - $25,000 $25,001 +	
Encroachment Permit - Traffic Control (Use for simple, major, and Telecomm permits)	Reso 2017-151	With Encroachment Permit Application	Traffic Control = one hour per day or T&M		$337.00
New Technology Encroachment Permit	Reso. 2008-123	With Encroachment Permit Application	$510		

TRANSPORTATION PERMITS

TYPE OF FEE	CITY RESOLUTION	AMOUNT OF FEE
Transportation Permit - Single Trip	Reso 2017-151	$16
Transportation Permit - Annual	Reso 2017-151	$90
Transportation Permit - Repetitive	Reso 2017-151	$90

ENGINEERING AND MAP FEES

EXHIBIT A

Effective July 1, 2018

MAP AND PLAN CHECK FEES

TYPE OF FEE	CITY CODE AND RESOLUTION	WHEN PAYABLE	AMOUNT OF FEE
Tract Map, Parcel Map and Surveys Checking Fees	Title 18.08.050 Title 18.12.020 Reso. 2017-	When map is first submitted	Deposit plus time and materials, (City Staff). — Tract/Parcel Map $9,233.00; Parcel Map Waiver $5,834.00; Each additional lot over 10 $117.00
Improvement Plan Check Fee	Reso . 2017-151	When first submitted with adjustment upon plan approval	Improvement Plan Check Fee: 8.35% Up to $250,000 Project Valuation; 4.22% $250,001 - $1,000,000; 3.34% $1,000,001 and over
Inspection for Public Improvements	Title 12.08.090 Ord. 345 Title 3.20.010 Reso. 2017-151	With Final Map approval (Tract Maps)	Public Improvement Inspection Fee: 9.71% Up to $250,000 Project Valuation; 8.95% $250,001 - $1,000,000; 6.57% $1,000,001 and over
Certificate of Compliance	Reso. 2008-123	With Application	$760 (Engineering Fee Only, see Planning Application Fee.)
Abandonment/Vacation	Reso 2017-151	With Application	$12,466.00
O&M Agreement/ Stormwater Plan check	Reso 2017-151	With Application	*If separate from map plan check* $9,994.00
Stormwater Inspection Fee	Reso 2017-151	With Application	*If inspected seperately from tract* $1,607.00
Benefit District		With Building Permit or Tract Acceptance	CHECK TO SEE IF AREA IS WITHIN A BENEFIT DISTRICT
Tax on Construction	Title 3.08.640 Ord. 959 Ord. 1135	With Building Permit	1-3/4% of Estimated Construction Cost or $650 per Residential Unit (Greater Amount) — Ind. Only 1-3/4% of Estimated Construction Cost
Additional Plan Check	Reso. 2017-151	Additional Plan Check after 3 reviews (collected prior to each additional check)	$782.00
Subdivision Improvement Agreement Amendment/Extension	Reso 2017-151	With Application	$781.00
Research/Map Creation Fee	Reso. 2008-123	At time of request	Hourly $140

FEMA FLOOD PLAIN DETEMINATION / LETTER OF MAP REVISION

TYPE OF FEE	CITY RESOLUTION	AMOUNT OF FEE
Floodplain Determination - Written deterninants on FEMA form	Reso 2017-151	$94.00
FEMA Flood Plain Determination/LOMR	Reso 2017-151	$3,123
FEMA Flood Plain Determination/LOMA	Reso 2017-151	$312

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	$1,383
Recycled water fee	Resolution 98-175	20% of the current Alameda County Water Connection Fee
Major attraction fee	Resolution 2003-114	$1,267
South Livermore Road Improvement fee	Resolution 2003-114	$11,069

DEVELOPMENT IMPACT AND CONNECTION FEES

EXHIBIT A

Effective July 1, 2018

TYPE OF FEE	CITY CODE AND RESOLUTION	WHEN PAYABLE	AMOUNT OF FEE
City Storm Drainage (1)	Title 13.44.020,050,100 Ord. 1923 Reso. 2010-177	With Building Permit	$0.45/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 (2)	Title 13.20.020 Ord. 1507 Reso. 2010-177	With Building Permit	5/8" $4,467 3/4" $6,701 1" $11,168 1-1/2" $22,337 2" $35,739 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" $28,170 3/4" $42,255 1" $70,425 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. 2016-142 Ord. 1988 and 1989	With Building Permit **(Effective 1/12/2018)**	$25.37/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 / $1,384 Discount/Service Retail / KSF / $1,042 Office Commercial / KSF / $889 Hotels/Motels / Room / $679 **Industrial** Manufacturing / KSF / $427 Warehouse/Storage / KSF / $124 Business/Commercial / KSF / $883 Industrial, High Intensity / KSF / $438 Industrial, Low Intensity / KSF / $277
City Wide General Plan - cost recovery (2)	Resolution 2008-123		$0.39/sf

(1) Subject to adjustment each year per Construction Cost Index

(2) 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.

DEVELOPMENT IMPACT AND CONNECTION FEES

EXHIBIT A

Effective July 1, 2018

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 (1)	Title 12.24.050 Ord. 2012 Reso. 2014-184	With Building Permit	Residential — Fee Per Unit Single family — $4,613.65 Multi-family — $3,178.06 Secondary Dwelling — $1,845.46 Non Residential — Per KSF Retail — $3,410.00 Office — $7,840.00 Industrial — $4,570.00 Other — Average Peak Hour Trip $5,126.36
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 (3)	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	$18,500.00
In-lieu Parking Fee Subsidy - Vacant or underutilized Specific Plan Core Area parcel fronting First Street with a building addition.	Resolution 2017-137 *(Program expires July 24, 2019)*	Reduction in the in-lieu parking fee by 50%, from $18,500 to $9,250 per space, for up to 7 spaces per project.
In-lieu Parking Fee Subsidy - Vacant or underutilized Specific Plan Core Area parcel fronting First Street with a new building.	Resolution 2017-137 *(Program expires July 24, 2019)*	Reduction in the in-lieu parking fee by 50%, from $18,500 to $9,250 per space, for up to 10 parking spaces per project.
Downtown Revitalization Fee	Title 12.32	Residential — Fee Per Unit Dwelling Unit — $5,847 Non Residential (6) — Per SF Retail/Office — $18.02
Downtown Specific Plan - cost recovery	Resolution 2008-123	$0.31/SF

EXHIBIT A

EFFECTIVE 07/01/18

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	$37.03	$6,665.40
Multi-family residential				
Studio	95	Residential Unit	$37.03	$3,517.85
One Bedroom	107	Residential Unit	$37.03	$3,962.21
Two Bedroom	138	Residential Unit	$37.03	$5,110.14
Three Bedroom	157	Residential Unit	$37.03	$5,813.71
Four Bedroom	180	Residential Unit	$37.03	$6,665.40
Commercial (BOD & SS = 285 mg/L unless otherwise shown)				
Auto repair shops/Auto dealers	0.11	Square Foot of Bldg	$37.03	$4.07
Assembly Facilities[2]	0.15	Square Foot of Bldg	$37.03	$5.55
Eating drinking facilities w/o cooking	0.35	Square Foot of Bldg	$37.03	$12.96
Gas Stations	0.47	Square Foot of Bldg	$37.03	$17.40
General Use	0.04	Square Foot of Bldg	$37.03	$1.48
Gyms, Health Clubs	0.30	Square Foot of Bldg	$37.03	$11.11
Hotels, Motels (excluding dining facilities)	0.15	Square Foot of Bldg	$37.03	$5.55
Markets	0.19	Square Foot of Bldg	$37.03	$7.04
Mixed Use[3]	0.10	Square Foot of Bldg	$37.03	$3.70
Medical/Dental Office/ Clinic	0.22	Square Foot of Bldg	$37.03	$8.15
Restaurants (1,000 mg/L BOD, 600 mg/L SS)	0.55	Square Foot of Bldg	$54.56	$30.01
Warehouse/Distribution	0.01	Square Foot of Bldg	$37.03	$0.37
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	$27.70			
B = BOD cost $/lb-day	$2,409.69			
S = SS cost $/lb-day	$980.90			
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	May-17	May-18	
Index Value	8,761.47	10,692.17	11,068.57	3.52%

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 ($71.54 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)	$16,836
Multi-Family 3 bedrooms	$14,649
Multi-Family 2 bedrooms	$12,910
Multi-Family 1 bedroom	$9,990
Multi-Family Studio	$8,925
Senior Housing	$2,864
Non-Residential (per 1,000 sq ft)	
Commercial	$2,134
Office	$3,052
Industrial	$1,419
Warehouse	$1,066

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.	$9,265
Multi-Family		
Studio	d.u.	$4,318
1 Bedroom	d.u.	$4,834
2 Bedroom	d.u.	$6,246
3 or more Bedroom	d.u.	$7,305
Senior Housing	d.u.	$2,843
Commercial	K s.f.	$25,163
Office	K s.f.	$16,108
Industrial	K s.f.	$10,001
Warehouse	K s.f.	$5,053
Hotel/Motel	per/room	$7,264
Downtown Specific Plan		
Multi-Family		
Studio	d.u.	$2,650
1 Bedroom	d.u.	$2,968
2 Bedroom	d.u.	$3,835
3 or more Bedroom	d.u.	$4,485
Commercial	K s.f.	$11,393
Other	Average Peak Hour Trip	$11,579

Exhibit "D"

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
SUMMARY OF SCHOOL MITIGATION PROGRAM

INDUSTRIAL/COMMERCIAL:		$0.61/sq.ft.
RENTAL-SELF STORAGE SPACE:		$0.021/sq.ft.
RESIDENTIAL:		$3.79/sq.ft.
	ADDITIONS-	$3.79/sq.st. (501 sq.ft. or more) Residential additions 500 sq.ft. or less are exempt
HOTEL/MOTEL:		$0.356/sq.ft.

Livermore Valley Joint Unified School District Resolution: 045 - 17/18

* 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, 2018

Meter Size		Recommended Maximum Rate for Continuous Use (gpm)	Connection Fee Amount
5/8" & 1" FS*		10	$28,170
3/4"		15	$42,255
1"		25	$70,425
1 1/2"	(DISPLACEMENT TYPE)	50	$140,850
	Omni C2	160	$450,720
	Omni T2	160	$450,720
2"	(DISPLACEMENT TYPE)	80	$225,360
	Mueller MVR **Pleasanton Only**	115	$323,955
	Omni C2	160	$450,720
	Omni T2	200	$563,400
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 94551-9486 • PHONE (925) 454-5000

WATER CONNECTION FEE INFORMATION SHEET

Effective January 1, 2018

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.

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	$28,170
3/4" (DISPLACEMENT TYPE)	1.5	$42,255
1" (DISPLACEMENT TYPE)	2.5	$70,425
1½" (DISPLACEMENT TYPE)	5.0	$140,850
1½" (OMNI C2)	16.0	$450,720
1½" (OMNI T2)	16.0	$450,720
2" (DISPLACEMENT TYPE)	8.0	$225,360
2" Mueller MVR	11.5	$323,955
2" (OMNI C2)	16.0	$450,720
2" (OMNI T2)	20.0	$563,400

* 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, 2018

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.

EXHIBIT K

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Livermore
1052 S Livermore Avenue
Livermore, CA 94550
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

MEMORANDUM OF AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

THIS MEMORANDUM OF AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT (the "Memo of DDLA") is made as of _____, 2022, by and between the City of Livermore, a municipal corporation (the "City") and Eden Housing Inc., a California non-profit public benefit corporation ("Developer") to confirm that the City and the Developer are parties to that certain Amended and Restated Disposition, Development and Loan Agreement dated as of May _____, 2022, as may be amended from time to time (the "DDLA"). The DDLA concerns the sale of real property in Livermore, California, which real property is described in the attached Exhibit A and the development of an approximately one hundred thirty (130) unit multi-family housing project. The DDLA is a public document and may be reviewed at the in the office of the City Clerk of the City of Livermore. In the event, and to the extent, that any of the terms or provisions of this Memo of DDLA are inconsistent with the terms or provisions of the DDLA, the terms and provisions of the DDLA shall govern and prevail.

IN WITNESS WHEREOF, the City and Developer have executed this Agreement by duly authorized representatives, all on the date first written above.

City:

By: _____

Its: City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Assistant City Attorney

DEVELOPER:

Eden Housing,
a California non profit public benefit corporation

By: _____

Name: _____
Title: _____

EXHIBIT A
Property Description

EXHIBIT L **EXHIBIT A**

RECORDING REQUESTED BY:
Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:
Eden Housing
22654 Grand Avenue
Hayward, CA 94541

SAME AS ABOVE

The Undersigned grantor(s) declare(s):

CITY TRANSFER TAX $ Government Agency
DOCUMENTARY TRANSFER TAX $ Acquiring Title
SURVEY MONUMENT FEE $ Tax Code §§ 11922
Computed on the consideration or value or property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN 098-0289-22

Exempt from filing fees per Government Code Section §§ 27383 & 6103

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Livermore, a Municipal Corporation ("Grantor")

hereby Grant(s) in fee to
[INSERT NAME OF OWNER, L.P.], a [STATUS] ("Grantee")

the real property in the City of Livermore
County of Alameda, State of California, as described in Exhibit A

FOR LEGAL DESCRIPTION
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to the Notice of Affordability Restrictions on Transfer of Property and Dedication of Covenants and Restrictions executed by the Cit of Livermore, a municipal corporation and Redevelopment Agency of the City of Livermore, a body politic and corporate Recorded on January 12, 2009 as Instrument No. 2009-028632, and modification ececuted by the City of Livermore, Recorded November 19, 2018 as Instrument No. 2018-227103, which shall be considered to be incorporated herein and be a part hereof.

City of Livermore, a municipal corporation

_____
Signature:

_____
Name: Title:

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On_____before me, _____

(Insert name and title of the officer)

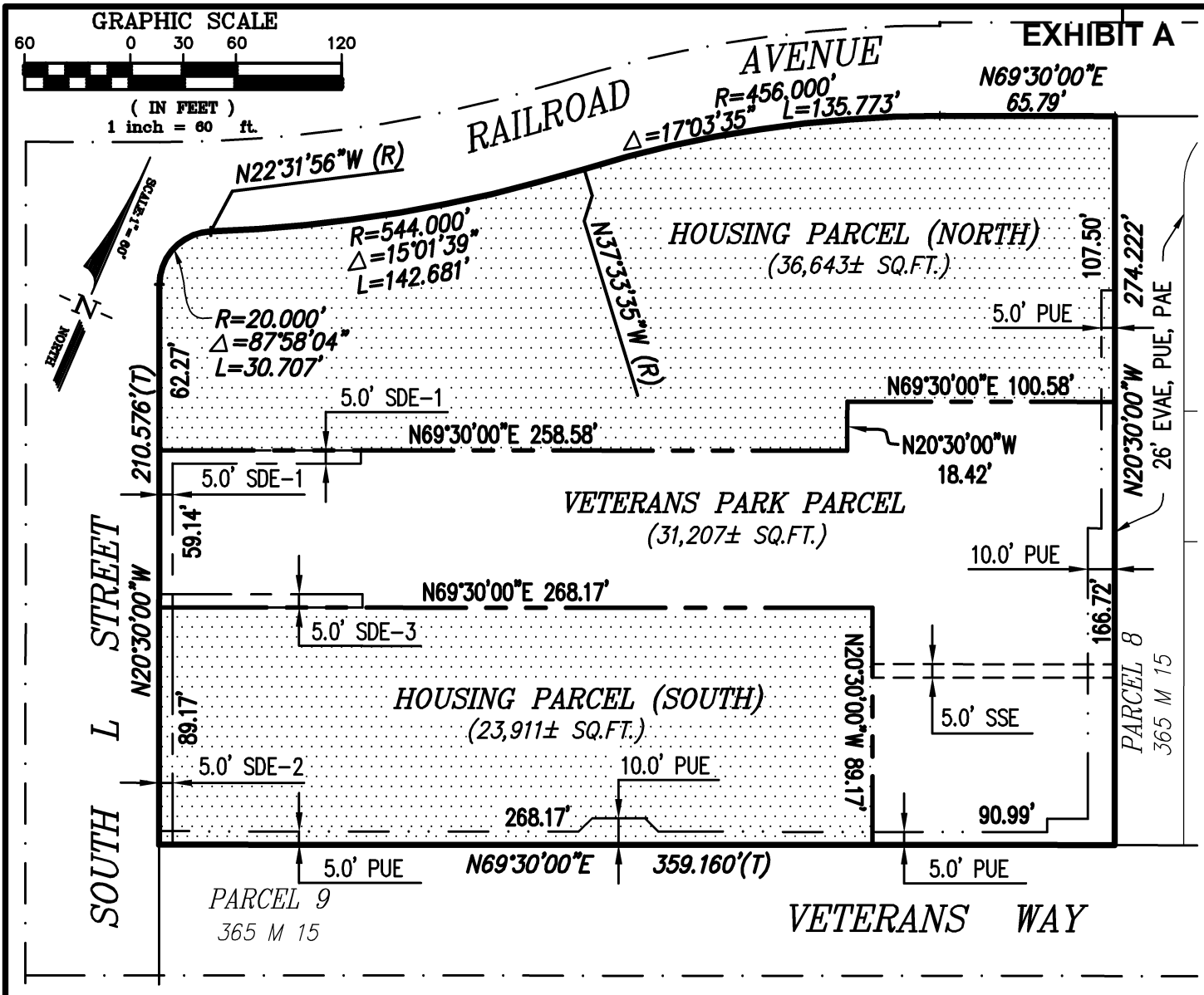
personally appeared_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ **(Seal)**

EXHIBIT A



LEGEND

———	BOUNDARY OF SUBJECT PROPERTY
— — —	PROPOSED LOT LINE
———	RIGHT OF WAY LINE
— · — · —	MONUMENT LINE
— — — —	PRIVATE SANITARY SEWER EASEMENT LINE (SSE)
——— - ———	PRIVATE STORM DRAIN EASEMENT (SDE)
——— · · ———	PUBLIC UTILITY EASEMENT (PUE)
———	ADJOINER LOT LINE
(T)	TOTAL
S.F.	SQUARE FEET
±	MORE OR LESS

PROPOSED EASEMENT NOTES

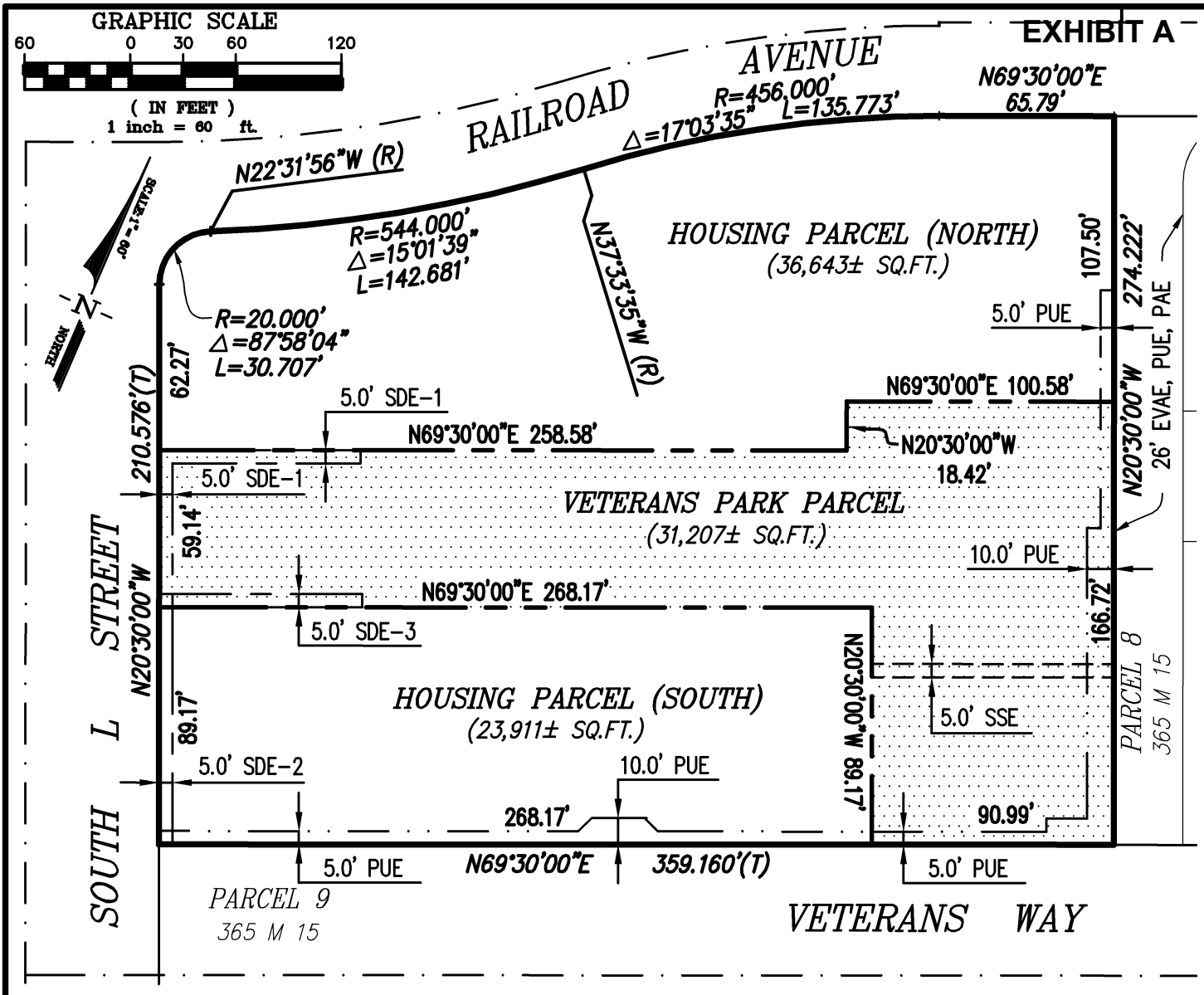
THE FOLLOWING EASEMENTS ARE PROPOSED ON THE SUBJECT PROPERTY:

1. 5.0' WIDE PRIVATE SANITARY SEWER EASEMENT (SSE) ACROSS VETERANS PARK PARCEL FOR THE BENEFIT OF HOUSING PARCEL (SOUTH).
2. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-1) ACROSS VETERANS PARK PARCEL FOR THE BENEFIT OF HOUSING PARCEL (NORTH).
3. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-2) ACROSS HOUSING PARCEL (SOUTH) FOR THE BENEFIT OF HOUSING PARCEL (NORTH) & VETERANS PARK PARCEL.
4. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-3) ACROSS VETERANS PARK PARCEL FOR THE BENEFIT OF HOUSING PARCEL (SOUTH).
5. PUBLIC UTILITY EASEMENT OF VARYING WIDTH (BETWEEN 5.0' AND 10.0' WIDE) ALONG THE SOUTH AND EAST PROPERTY LINES, FOR PUBLIC PURPOSES.
6. VETERANS PARK PARCEL SHALL BE DESIGNATED AS A PARK AND OPEN SPACE WITH PUBLIC ACCESS THAT SHALL BE MAINTAINED BY THE CITY.

EXHIBIT M

HOUSING PARCELS

EXHIBIT A



LEGEND

———	BOUNDARY OF SUBJECT PROPERTY
— — —	PROPOSED LOT LINE
———	RIGHT OF WAY LINE
—·—·—	MONUMENT LINE
— — —	PRIVATE SANITARY SEWER EASEMENT LINE (SSE)
——— — ———	PRIVATE STORM DRAIN EASEMENT (SDE)
——— · · ———	PUBLIC UTILITY EASEMENT (PUE)
———	ADJOINER LOT LINE
(T)	TOTAL
S.F.	SQUARE FEET
±	MORE OR LESS

PROPOSED EASEMENT NOTES

THE FOLLOWING EASEMENTS ARE PROPOSED ON THE SUBJECT PROPERTY:

1. 5.0' WIDE PRIVATE SANITARY SEWER EASEMENT (SSE) ACROSS VETERANS PARK PARCEL FOR THE BENEFIT OF HOUSING PARCEL (SOUTH).
2. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-1) ACROSS VETERANS PARK PARCEL FOR THE BENEFIT OF HOUSING PARCEL (NORTH).
3. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-2) ACROSS HOUSING PARCEL (SOUTH) FOR THE BENEFIT OF HOUSING PARCEL (NORTH) & VETERANS PARK PARCEL.
4. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-3) ACROSS VETERANS PARK PARCEL FOR THE BENEFIT OF HOUSING PARCEL (SOUTH).
5. PUBLIC UTILITY EASEMENT OF VARYING WIDTH (BETWEEN 5.0' AND 10.0' WIDE) ALONG THE SOUTH AND EAST PROPERTY LINES, FOR PUBLIC PURPOSES.
6. VETERANS PARK PARCEL SHALL BE DESIGNATED AS A PARK AND OPEN SPACE WITH PUBLIC ACCESS THAT SHALL BE MAINTAINED BY THE CITY.

EXHIBIT N

PARK PARCEL

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Livermore 1052 S Livermore Avenue Livermore, CA 94550 Attention: City Clerk EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383	

Space above this line for Recorder's use.

TEMPORARY PARKING LEASE AGREEMENT
(Undivided Parcel)

THIS LEASE AGREEMENT ("Lease") dated as of this _____ day of _____, 2022, (the "Effective Date") is made and entered into by and between [NAME OF PROJECT OWNER L.P. TO BE INSERTED], a California [ENTITY TYPE] ("Lessor") and the City of Livermore, a municipal corporation ("City" or "Lessee").

RECITALS

A. On_____, the City and Lessor entered into an Amended and Restated Disposition, Development and Loan Agreement (the "DDLA"), wherein the City agreed to set forth the terms and conditions for the City to sell the Undivided Parcel (more particularly described in Exhibit A) for purposes of developing an affordable housing project consisting of two buildings and 130 units on portions of the property, referred to as the Housing Parcels. The Housing Parcels are more particularly described in Exhibit M to the DDLA and included herein by this reference.

B. Currently, the City is using the Undivided Parcel as a temporary paved surface public parking lot. Upon sale of the Undivided Parcel, Lessor has agreed to lease the Undivided Parcel back to City at the cost of actual third-party expenses incurred by Lessor for the City's continued use as a temporary paved surface public parking lot until the commencement of the Project on the Housing Parcels as further described herein.

C. The Lessor desires to lease the Leased Premises to City and City desires to lease from Lessor the Leased Premises on the terms and conditions contained in this Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Leased Premises. Lessor leases to City and City leases from Lessor, the entire Undivided Parcel, also known as the Leased Premises, as indicated on Exhibit A.

2. Possession; Delay in Delivery of Possession.

(a) Except as otherwise provided in this Lease Agreement, City agrees to accept possession of the Leased Premises in its existing "as is" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Leased Premises and any recorded covenants, conditions, restrictions, easements, licenses, or right of ways.

(b) If Lessor, for any reason whatsoever, cannot deliver possession of the Leased Premises to City on or before the Effective Date, this Lease Agreement shall not be void or voidable and no obligation of City shall be affected thereby, and neither Lessor nor Lessor's agents shall be liable to City for any loss or damage resulting therefrom.

3. Rent; Triple Net Lease. Lessor agrees to lease the Leased Premises to the City for no rent; provided, however, that this Lease is a triple net lease and the City will be responsible to pay actual costs, charges, taxes, impositions, and other obligations it incurs related to the Leased Premises accruing after the Effective Date for the duration of the Term. If the Lessor pays any such amounts, whether to cure a default or otherwise protect its interests hereunder, the Lessor will be entitled to be reimbursed by City the full amount of such payments as additional rent within thirty (30) days of written demand by the Lessor.

4. Term. This Lease Agreement shall commence on the Effective Date and terminate 30 days following written notice from Lessor to City that construction on the Housing Parcels shall begin within 60 days. Upon termination of the Lease, City agrees to execute a termination notice that shall be recorded against the Leased Premises. This Lease Agreement shall supersede and replace any other lease agreement between said parties, or their predecessors in interest, concerning the use of the Leased Premises, or any other space or area of the Housing Parcels.

5. City's Use of Leased Premises.

(a) Use of Leased Premises. City shall only use the Leased Premises for (i) the purpose of a temporary paved surface public parking lot and (2) for access to the site for the purposes of any environmental testing and monitoring requirements described in the DDLA and the indemnity and cooperation agreement (as described in the DDLA).

(b) Rules Regarding Use. City's use of the Leased Premises shall be subject to the following rules:

(i) City shall not allow, authorize, or permit the Leased Premises, or any part thereof, to be used for any use or any illegal activity or purpose in violation of federal or state laws and/or ordinances, regulations and requirements of County, City, or any other enforcement authority.

(ii) City shall not commit, allow, or permit to be used for any offensive or improper use or nuisance, the Leased Premises which may unreasonably or unlawfully disturb or damage the Hotel Parcel or Leased Premises.

(iii) City shall not leave or store any trash, garbage, or refuse of any kind in, on, or about the Leased Premises and shall cause any refuse, trash, or other waste deposited on the Leased Premises by any of its employees, agents, or representatives to be picked up and disposed of in the appropriate manner so as to keep the Leased Premises in a neat and clean condition.

(iv) City shall not use, commit, allow, or permit to be used or committed, any waste upon the Leased Premises.

(c) Hazardous Materials. City shall not cause or permit any Hazardous Materials to be permanently stored, used or disposed of in the Leased Premises, by City's agents, employees, contractors or invitees, without having obtained Lessor's prior, written consent. For purposes of this Lease Agreement, the following terms shall have the meanings set forth below:

"Hazardous Materials" shall mean any toxic or hazardous wastes, pollutants, materials or substances, including, without limitation, asbestos, PCB's, petroleum products, radioactive substances or their by-products, other substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C §§ 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act of 1976, 15 U.S.C. §§ 2601 et seq.; any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the California Hazardous Substance Account Act, California Health & Safety Code ("HSC") §§ 25300 et seq., the Hazardous Waste Disposal Land Use Act, HSC §§ 25100 et seq.; in or pursuant to or identified as causing cancer or reproductive toxicity in the California Safe Drinking Water & Toxic Enforcement Act of 1986, HSC §§ 25249.5 et seq.; and HSC §§ 25117, 25316; all as such laws may be amended; any hazardous or toxic substance, material, chemical, waste, or pollutant now or hereafter regulated under any other applicable Federal, State, or local environmental laws, without limitation; and any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Hazardous Discharge" and "Contamination" shall mean the happening of any event involving an emission, spill, release, or discharge ("Release") into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface or ground water, (iv) the sewer, septic system, or waste treatment, storage, or disposal system servicing the Leased Premises, of any Hazardous Material, or (v) any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Environmental Laws" shall mean all applicable Federal, State, and local laws, ordinances, regulations, orders, procedures, policies, and directives of every kind and nature whatsoever pertaining to Hazardous Materials in, at, on, under, or from the Leased Premises or any portion thereof.

6. City Obligations.

(a) Services and Utilities. City shall pay directly for basic electricity and power for the Leased Premises to support the public parking use.

(b) Maintenance. Except as otherwise provided herein or in the DDLA, City shall at its own cost and expense, maintain the Leased Premises, and every part thereof, in good and sanitary order, condition, and repair during the term of the Lease. City shall be responsible for the cost of any and all repairs or maintenance to the Leased Premises, caused by negligent, careless, or willful acts of City, its employees, agents, equipment, or invitees.

(c) Reimbursement of Third-Party Expenses: During the term of the Lease, City shall reimburse Lessor for Lessor-paid insurance, property taxes and County and City assessments, and other expenses which are required to be paid directly by Lessor as part of the operation of the Leased Premises as temporary public parking . City's reimbursement obligations under this Section 6(c) shall not exceed $120,000 dollars per year, increasing 3% annually, or further Council approval shall be required.

7. Condition of Leased Premises. City represents and warrants that it has made a thorough and complete inspection of the Leased Premises using qualified consultants and experts of its own choosing, and the Leased Premises is suitable for a temporary, surface public parking lot and in good and sanitary order, repair, and condition. City hereby accepts the Leased Premises in its present condition and, except as otherwise may be set forth herein, without representation or warranty by Lessor as to the condition of such Leased Premises or as to the use of the Leased Premises.

8. Construction and Repair.

(a) Mechanic's Lien. City shall pay, or cause to be paid, all costs and expenses for work done by City, or caused to be done by City, on the Leased Premises of a character which could result in any lien on the Housing Parcel, and City will keep the Leased Premises free and clear of any mechanic's lien and/or other lien on account of work done for City or at its request.

Should any claims of lien be filed and/or recorded against the Leased Premises, or any action affecting the title thereto commenced, City shall give Lessor written notice thereof as soon as it has knowledge of the action.

(b) Construction. City shall not build or construct any improvement, or make any structural change, addition, or remodeling to the Leased Premises without the Lessor's prior written consent. In the event that Lessor provides City with the required written consent, City shall at its own cost comply with any and all Federal, State, or local laws

and/or regulations applicable to any such construction, alteration, or remodeling to or within the Leased Premises to upgrade them to satisfy current standards.

9. Encumbrances. City shall keep the Leased Premises free and clear of all encumbrances except with the prior written approval of Lessor.**Destruction.** If the Leased Premises is totally destroyed during the term of this Lease Agreement by fire, flood,

earthquake, or other casualty, whether or not covered by insurance, this Lease Agreement shall terminate.

10. Condemnation. If all or part of the Leased Premises is taken by condemnation such that the Leased Premises is no longer usable for a temporary, paved surface public parking lot, this Lease Agreement shall terminate. City shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of City's interest in this Lease Agreement.

11. Compliance with Laws. City agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises. City agrees to secure and maintain throughout the Term and any Extended Term any federal, state or local licenses or permits required in order to use the Leased Premises for a temporary surface public parking lot. City's failure to do so shall be considered a material breach of this Lease Agreement. City is responsible for compliance with all Federal requirements for improvements, construction and/or repair work outside of the Lessor's obligations.

12. Assignment.

(a) Prohibition Against Assignment and Encumbrance. This Lease Agreement and any rights or obligations of City hereunder shall not be sold, assigned, transferred, leased, assigned, sublet, conveyed, hypothecated either in whole or in part, or in any manner, without Lessor's prior written consent. The City shall not allow any other person or entity to occupy or use all or any part of the Hotel Parcel or Leased Premises without first obtaining Lessor's written consent. Consent to any assignment shall not constitute a further waiver of the provisions of this section.

(b) Involuntary Assignment. No interest of Lessee in this Lease Agreement shall be assignable by operation of law, including, without limitation, the transfer of this Lease Agreement by testacy or intestacy. Each of the following acts shall be considered an involuntary assignment:

(i) If City is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which City is the bankrupt party; or, if the City is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(ii) If a writ of attachment or execution is levied on this Lease Agreement;

(iii) If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Leased Premises.

(iv) An involuntary assignment shall constitute a default by City and Lessor shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of City.

(v) If a writ of attachment or execution is levied on this Lease Agreement, City shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

13. Taxes. Except as otherwise provided in Section 3 above, Lessor shall pay during the term of this Lease Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease Agreement by any governmental agency or entity on or against the Undivided Parcel, improvements located on the Housing Parcels, personal property located on or in the Housing Parcels or improvements, and the leasehold interest created by this Lease Agreement.

14. Indemnity. City agrees to and shall defend, indemnify, protect and hold harmless Lessor, its officers, directors, employees and agents harmless from and against any and all loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property arising from or related to any act or omission of City, its employees, agents or contractors, the City's use of the Leased Premises, or as a result of this Lease Agreement. To the greatest extent by law, City waives all claims or demands against Lessor for any loss, damage, or injury to City or City's property in connection with this Lease Agreement or the operation or use of the City's property by City or its agents, servants or contractors or employees and agrees to so indemnify and hold Lessor harmless.

15. Reserved.

16. Termination.

(a) Termination for Cause. In the event City engages in, or permits any other person to engage in, any illegal activities in, on, or about the Housing Parcel or the Leased Premises, whether with or without a criminal conviction, Lessor shall have the right to immediately terminate this Lease Agreement and demand City surrender the Leased Premises.

Except for immediate termination as provided for in this Lease Agreement, should City at any time during the term of this Lease Agreement be in default in the performance of any of the terms, conditions, rules, covenants, or requirements herein contained or otherwise agreed to by the parties, including the rules and regulations established by Lessor regarding the use of, or access to, the Housing Parcels and Leased Premises, and should such default continue for thirty (30) days after written notice thereof from Lessor to City specifying the particulars of such default, or should City vacate or abandon the Leased Premises, then in any such event it shall be at the option of the Lessor, the Lessor's right to declare this Lease Agreement terminated and re-enter the Leased Premises and take possession thereof and remove City's fixtures and furnishings, and City shall have no further claim thereon or hereunder.

(b) Lessor's remedies in this section shall be in addition and supplemental to any and all other rights or remedies which Lessor may have pursuant to this Lease Agreement and/or under the law.

(c) In the event that the County of Alameda ("County") provides a loan to Lessor, and so requires, this Lease may be terminated in the event of an uncured default under the County loan and/or subordinated to the County loan.

17. Default. Any of the following events or occurrences shall constitute a material breach of this Lease Agreement by City and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by City to perform any obligation under this Lease Agreement, which by its nature City has no capacity to cure;

(b) The failure by City to perform any other obligation under this Lease Agreement, if the failure has continued for a period of ten (10) days after Lessor demands in writing that City cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, City may have a longer period as is necessary to cure the failure, but this is conditioned on City's promptly commencing to cure within the ten (10) day period and thereafter completing the cure within thirty (30) days after Lessor demands in writing that City cure the failure. City shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(c) Any of the following: a general assignment by City for the benefit of City's creditors; any voluntary filing, petition, or application by City under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Leased Premises by Lessee without Lessor's prior written consent; or the dispossession of City from the Leased Premises (other than by Lessor) by process of law or otherwise;

(d) The abandonment of the Leased Premises by City.

18. Remedies. Upon the occurrence of an Event of Default, Lessor may pursue all rights or remedies available to Lessor at law or in equity.

19. Waiver. Any express or implied waiver of a breach of any term of this Lease Agreement shall not constitute a waiver of any further breach of the same or other term of this Lease Agreement.

20. Surrender of Leased Premises. Upon the expiration of this Lease Agreement, or no later than ten (10) days after its termination, City shall surrender the Leased Premises to Lessor, and all improvements and alterations thereto, in good condition except for ordinary wear and tear occurring after the last necessary maintenance made by City and/or destruction to the Leased Premises covered by Section 10 of this Lease Agreement.

Lessor may elect to retain or dispose of in any manner any alterations,

improvements, fixtures, or furnishings that City does not remove from the Leased Premises on expiration or termination of the Lease Agreement by giving at least ten (10) days' notice to City. Title to any such improvements, alterations, fixtures, or furnishings that Lessor elects to retain or dispose of on expiration of the ten (10) day period shall vest in Lessor. City waives all claims against Lessor for any damage to City resulting from Lessor's retention or disposition of any such improvements, alterations, fixtures, or furnishings. City shall be liable to Lessor for Lessor's costs for storing, removing, and disposing of any improvements, alterations, fixtures, or furnishings.

21. Entry by Lessor. City shall permit Lessor, its officers, employees, and agents to enter into and upon the Leased Premises upon reasonable notice for the purpose of inspecting the Leased Premises, predevelopment activities related to the Project, enforcing the rules and regulations under this Lease Agreement, and the posting of such legal notices as Lessor may deem necessary or convenient.

(a) Lessor and its agents may enter the Leased Premises at any reasonable time upon reasonable notice to City, or immediately in the case of an emergency, for the purpose of: (i) inspecting the Leased Premises; (ii) posting notices of nonresponsibility; (iii) supplying any service to be provided by Lessor to City; (iv) showing the Leased Premises to prospective purchasers, mortgagees, or tenants (v) making necessary alterations, additions, or repairs as required by this Lease Agreement or to otherwise perform Lessor's duties under this Lease Agreement; (vi) determining whether City is complying with the terms of this Lease Agreement; (vii) performing City's obligations when City has failed to do so after written notice from Lessor, if required by the terms of this Lease Agreement; (viii) placing on the Leased Premises ordinary for lease signs or for sale signs; (ix) doing of other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises under this Lease Agreement; (x) responding to an emergency; and (xi) performing any predevelopment activities reasonably necessary to develop the Project as contemplated under the DDLA.

(b) Lessor shall have the right to use any means Lessor deems necessary and proper to enter the Leased Premises in an emergency. Any entry into the Leased Premises obtained by Lessor in accordance with this section shall not be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of City from the Leased Premises, nor shall such entry give rise to a claim for rent abatement.

22. Notices. Wherever in this Lease Agreement it shall be required or permitted that notice or demand be given or served by either party to this Lease Agreement to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows, though any party may change such address or contact person by written notice by registered mail to the other:

City: Community Development Director
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

Lessor: [NAME OF PROJECT OWNER L.P. TO BE INSERTED]

Attn:

23. Holding Over. Any holding over without the Lessor's prior written consent shall be prohibited.

24. Modification. This Lease Agreement may only be modified or amended by written agreement signed by both parties hereto.

25. General Provisions.

(a) Time of Essence. Time is of the essence for each provision of this Lease Agreement.

(b) Relationship of the Parties. Nothing contained in this Lease Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent, and/or of partnership, and/or of joint venture, and/or of any association between the parties, other than the relationship of Lessor and Lessee.

(c) Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease Agreement and correctly sets forth the rights, duties, and obligations of each party to the other, but this Lease Agreement does not supersede any provision in the DDLA.

(d) Partial Invalidity. If any provision or portion of this Lease Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Lease Agreement shall remain in force and effect.

(e) California Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Review of Lease. Each party to this Lease Agreement declares that prior to the execution of this Lease Agreement, each party had the opportunity to seek the independent advice of counsel and that they apprised themselves of sufficient relevant information in order that they might intelligently exercise their own judgment in deciding whether to execute this Lease Agreement. Each party agrees that they have completely read and understood the Lease Agreement, know the contents thereof, and have signed the Lease Agreement of their own free will and free of any duress. No single party has drafted this Lease Agreement and it shall not be interpreted against any party as the drafting party.

(g) Performance Excused. The parties shall be excused from performance, as hereunder agreed to, if such performance is rendered impossible, impractical, or unreasonably difficult by, but not limited to, any strike, lockout, labor disturbance of any

kind, civil commotion, war, acts of terrorism, shortage of any supply or labor, shortage of water, weather, act of government authority, enactment or change in laws or regulations, breakdown of facilities or any cause outside of the parties' control.

(h) Mutual Termination. This Lease Agreement may be terminated at any time concerning the rights and responsibilities of the parties who, between them, agree to such a termination.

(i) Headings. The headings used in this Lease Agreement are intended for reference only and do not define or limit the scope or meaning of any provision of this Lease Agreement.

(j) Waiver. A term or condition of this Lease Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition. City shall not be excused from complying with any of the terms and conditions of this Lease Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

(k) Attachments. All attachments referred to in and attached to this Lease Agreement are incorporated by reference as though set forth in full.

(l) Attorney's Fees and Costs. If either party commences an action against the other party to enforce this Lease Agreement, the prevailing party is entitled to reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

************Signatures and Attachment List On Next Page************

IN WITNESS WHEREOF, the parties to this Lease Agreement have executed this Lease Agreement as of the dates set forth below.

[NAME OF OWNER][ENTITY TYPE]
Lessor
By: _____
[Signer's Name]
[Signer's Title]

City or Lessee

Dated: _____

City of Livermore
A Municipal Corporation

By: _____ Dated:_____

City Manager

Approved as to Form:

By: _____
Assistant/City Attorney

(Signatures must be Notarized)

Attachments:

Exhibit A – Undivided Parcel (Exhibit A to the DDLA)

Exhibit B – Insurance Requirements
(Insurance to be provided at time of execution of Lease Agreement)

COX CASTLE NICHOLSON

Cox, Castle & Nicholson LLP
50 California Street, Suite 3200
San Francisco, California 94111-4710
P: 415.262.5100 **F**: 415.262.5199

Scott B. Birkey
415.262.5162
sbirkey@coxcastle.com

File No. 88889

April 4, 2022

VIA E-MAIL

Paul Spence
Community Development Director
Community Development Department
Livermore, CA 94550

Re: Request for Stay of Expiration Date for Eden Downtown Housing Project Entitlements and Approvals

Dear Mr. Spence:

On behalf of Eden Housing, Inc. ("Eden"), we request a stay of the expiration date of the entitlements and approvals for Eden's Downtown Housing Project. Those entitlements and approvals were granted by the City of Livermore City Council on May 24, 2021.

Eden makes this request in connection with the following entitlements and approvals:

- Vesting Tentative Parcel Map (VTPM) 11186, which would expire on May 24, 2023 unless its expiration date is stayed;
- Downtown Design Review (DDR) 20-019, which would expire on May 24, 2023 unless its expiration date is stayed;
- Non-discretionary Use of State Density Bonus Law, Including a Density Bonus, Relief from Parking Standards, an Increase in Building Height, and an Incentive to Reduce Applicable Setbacks, which has no expiration date; and
- An Amendment to the Disposition, Development, and Loan Agreement, which has no expiration date.

On June 24, 2021, a Petition for Writ of Mandate was filed by Save Livermore Downtown in *Save Livermore Downtown v. City of Livermore, et al.*, Alameda County Superior Court, Case No. RG21102761. On February 14, 2022, the Court entered judgment denying the petition for writ of mandate with prejudice. Pursuant to Section 1049 of the California Code of Civil Procedure, "An action is deemed to be pending from the time of its commencement until its final determination upon appeal, or until the time for appeal has passed, unless the judgment is

sooner satisfied." As such, litigation against the Project is still pending because at this time, the time for an appeal of the Alameda County Superior Court decision has not yet passed.

Government Code Section 66452.6(a)(1) provides that an approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 24 months. (*See also* Livermore Development Code Section 10.02.110(C)(1)(a).)

Section 66452.6(c) provides that the period of time specified in Section 66452.6(a)(1) shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of time period is approved by the local agency pursuant to this section. The subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. The local agency shall either stay the time period for up to five years or deny the requested stay.

Livermore Development Code Section 10.02.110(C)(2)(c)(1) provides that if a lawsuit is pending in a court of competent jurisdiction, and a subdivider requests a stay of the time in which a parcel map or tentative map will expire, the Director may stay the map's expiration date until final conclusion of the action, if the Director determines that the action affects the validity of the parcel map or tentative map approval. Because Section 10.02.110(A) of the Livermore Development Code allows by mutual consent of both the subdivider and the City to extend the time limits for acting on a map, the City may exercise its discretion to grant such a stay request at any time during the pendency of that lawsuit so long as both the subdivider and the City mutually agree as to when a stay request can be made.

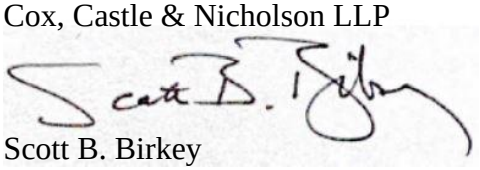
Moreover, the Livermore Development Code contemplates that the expiration date of other approvals related to a map may also be extended when the expiration date of a map is being extended. For example, Section 10.02.110(B) of the Livermore Development Code allows the City to make certain modifications to time limits if necessary "to permit concurrent processing of related approvals." As such, an extension of the expiration date of the Project's Vesting Tentative Parcel Map allows for an extension of the Project's other related approvals, including the Projects' approval of the Downtown Design Review.

Accordingly, pursuant to Section 66452.6 of the Government Code and Section 10.02.110(C)(2)(c)(1), we request that the Community Development Director stay the expiration date of the Vesting Tentative Parcel Map and the Downtown Design Review until final conclusion of *Save Livermore Downtown v. City of Livermore, et al.* litigation.

Please contact me should you have questions regarding this request. Thank you for your consideration.

Sincerely,

Cox, Castle & Nicholson LLP



Scott B. Birkey

SBB:/mtn

088889\14613495v1

LIVERMORE
CALIFORNIA

May 9, 2022

Linda Mandolini
President
Eden Housing
22645 Grand Street
Hayward, CA 94541

RE: Stay Request filed by Eden Housing

Dear Ms. Mandolini:

On April 4, 2022, Scott Birkey, on behalf of Eden Housing, requested a stay of the vesting tentative map and development entitlements for the Eden Housing Downtown project. Granting this request would stay the following entitlements and approvals (the "Project"):

- Vesting Tentative Parcel Map (VTPM) 11186
- Downtown Design Review (DDR) 20-019
- Non-discretionary Use of State Density Bonus Law (including relief from parking standards and building height, and an Incentive to reduce setback); and
- An Amendment to the Disposition, Development, and Loan Agreement

Unless stayed, the project Vesting Tentative Parcel Map, the Downtown Design Review, and the incentives or concessions granted under State Density Bonus Law would expire on May 25, 2023.

Background

On May 25, 2021, the Livermore City Council adopted resolutions finding the Project exempt from the provisions of the California Environmental Quality Act (CEQA) and approving the Project.

On June 24, 2021, a Petition for Writ of Mandate was filed by Save Livermore Downtown in *Save Livermore Downtown v. City of Livermore, et al.*, Alameda County Superior Court, Case No. RG21102761. On February 14, 2022, the Court entered judgment denying the petition for writ of mandate with prejudice.

On April 13, 2022, an appeal was filed by Save Livermore Downtown in *Save Livermore Downtown v. City of Livermore, et al.* in the Court of Appeal, Case No. RG21102761. As of the writing of this letter, the case is pending.

City and State Standards

Government Code Section 66452.6(a)(1) provides that an approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 12 months.

Government Code Section 66452.6(c) provides that the period of time specified in subdivision (a) (above), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of time period is approved by the local agency pursuant to this section. The subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. The local agency shall either stay the time period for up to five years or deny the requested stay.

Livermore Development Code Section 10.02.110(C)2(c)(1) provides that if a lawsuit is pending in a court of competent jurisdiction, and a subdivider requests a stay of the time in which a parcel map or tentative map will expire, the Director may stay the map's expiration date until final conclusion of the action, if the Director determines that the action affects the validity of the parcel map or tentative map approval.

Determination

Pursuant to Government Code Section 66452.6 (c) and Livermore Development Code Section 10.02.110(C)2(c)(1), the Director stays the expiration date of the Project until final conclusion of *Save Livermore Downtown v. City of Livermore, et al.*, up to a maximum of five years, or May 25, 2028.

If you have any questions, please call me at (925) 960-4400.

Sincerely,

Paul Spence
Community Development Director
Community Development Department
City of Livermore
(925) 960-4400

LONG TERM LEASE AGREEMENT

THIS LONG TERM LEASE AGREEMENT ("**Agreement**") is made as of [_____] ("**Effective Date**"), by and between [the City of Livermore] ("**Lessor**"), and [_____] ("**Leasee**").

BASIC LEASE PROVISIONS

1.	Garage:	That certain parking garage containing approximately 452 parking stalls located approximately at First Street and L Street
2.	Address of Lessor:	
3.	Address of Leasee:	[_____]
4.	Address for Payment:	All payments payable to Lessor under this Agreement shall be sent to the following address or to such other address as Lessor may from time to time designate: [City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550]
5.	Premises:	16 parking stalls within the area of the Garage depicted on the plan attached hereto as Exhibit A and made a part hereof.

6. Term: A period of 55 years commencing on [_____] ("**Commencement Date**") and ending on the day prior to the [_____] anniversary of the Commencement Date ("**Expiration Date**").

7. Basic Fee:

Period	Per Parking Stall Per Year	Total Fee Per Year
[Year 1 beginning at project lease up]	[$300.00]	[4,800]
[Years 2 -55]	[$300.00 plus 2.5% annual escalator]	[4,920 (Year 2)]
[_____]	[_____]	[_____]

8. Permitted Use: 16 Reserved spaces for residents of Eden's Downtown Livermore Apartments

9. Permitted Users: Defined in Section 1 of this Agreement, below.

This Agreement shall consist of the foregoing Basic Lease Provisions and the provisions of the Standard Lease Provisions (which follow) and Exhibits A through C, inclusive, all of which are incorporated herein by this reference as of the Effective Date. In the event of any conflict between the provisions of the Basic Lease Provisions and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control. Any initially capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Basic Lease Provisions.

STANDARD LEASE PROVISIONS

1. **Lease of Premises**. Lessor hereby grants to Leasee an irrevocable and exclusive Lease (the "**Lease**") to use the Premises and all [_____] parking stalls comprising the Premises, and Leasee hereby accepts such Lease for use of the Premises and all [_____] parking stalls comprising the Premises from Lessor, for the Term of this Agreement (as provided below and as such Term may be extended as provided herein), and upon all of the terms, covenants and conditions contained in this Agreement. Lessor acknowledges and agrees that (i) Leasee is the [_____] to certain real property located [_____] and described on Exhibit C attached hereto (the "**Benefitted Parcels**"), (ii) the Lease rights granted to Leasee in this Agreement are appurtenant to and benefit the Benefitted Parcels, shall run with the lands comprising the Benefitted Parcels, and shall inure to the benefit of Leasee and its designated successors and assigns in interest as [_____] of the Benefited Parcels, and (iii) Leasee shall have the right to subLease and grant rights of use of the Premises and all [_____] parking stalls comprising the Premises to any employees of Leasee as well as to any and all tenants and occupants of any portion of the Benefitted Parcels, all as may be designated by Leasee, its successors and assigns in interest as to the Benefitted Parcels (each and all such designated third parties together with Leasee and its successors and assigns as [_____] of the Benefitted Parcels, being individually a "**Permitted User**" and collectively, "**Permitted Users**") for the Term of this Lease, as the same may be extended as provided in this Agreement. Leasee acknowledges that Lessor has not made any representations or warranties with respect to the condition of the Premises or the Garage or with respect to the suitability or fitness of any of the same for Leasee's Permitted Use other than for the parking of vehicles therein. Lessor shall have no obligation to construct improvements for Leasee or to repair or refurbish the Premises except as set forth in this Agreement, and the Premises will be delivered to Leasee in its "AS IS" condition. The taking of possession of the Premises by Leasee shall be conclusive evidence that Leasee accepts the Premises "AS IS" and that the Premises is suited for Leasee's Permitted Use (subject to the completion of certain improvements to be completed by Leasee as provided herein which are intended to provide exclusive use of the Premises and parking stalls therein for the Term of this Agreement, as extended), and the Premises is in good and satisfactory condition at the time such possession is taken.

2. **Term and Commencement Date**. Unless earlier terminated in accordance with the provisions hereof, the initial Term of this Agreement shall be the period set forth in Item 6 of the Basic Lease Provisions. The Term of this Agreement shall commence on the Commencement Date set forth in Item 6 of the Basic Lease Provisions.

3. **Purpose**. Leasee hereby acknowledges and agrees that this Agreement provides Leasee and Permitted Users designated by Leasee only with the right to use only the Premises and all parking stalls comprising the Premises for the Permitted Use set forth in Item 8 of the Basic Lease Provisions and that Leasee and such designated Permitted Users shall have no right to use the Premises for any use other than the Permitted Use or to use any other portion of the Garage for the Permitted Use, other than such portions of the Garage including the main entry gates, ramps and drive aisles as are necessary to access the Premises and all parking stalls comprising the Premises. In order to enforce the restriction on Leasee and its designated Permitted Users to use only the Premises for the Permitted Use and the prohibition on Leasee and its designated Permitted Users from using any other portion of the Garage other than as

necessary to access the Premises and all parking stalls comprising the Premises, Lessor shall, at Leasee's sole cost and expense, install a scanning system at the Garage, and/or a card key access gate to limit access to the Premises and parking stalls comprising the Premises to solely those designated Permitted Users identified by Leasee to Lessor as to whom Leasee has provided access cards to the Garage and the Premises parking gate. The card key access gate shall be designed by Lessor's parking garage operator for the Garage and shall be subject to Lessor's and Leasee's review and approval of the plans and specifications for the card key access gate, which approval shall not be unreasonably withheld, conditioned or delayed by either Lessor or Leasee). In addition, the cost of the card key access gate (to be paid for by Leasee) shall be subject to approval by Leasee, not to be unreasonably withheld. Leasee shall reimburse Lessor for the previously approved cost incurred by Lessor to install either the scanning system or card key access gate within ten (10) business days of receipt by Leasee of written notice from Lessor and copies of invoices therefor. In the event of the failure by any individual Permitted User to park only in the Premises, such individual Permitted User shall be required to pay the maximum daily rate then being charged by Landlord at the Garage, and the continued failure by such individual Permitted User to park only in the Premises after written notice from Lessor shall provide Lessor with the right to refuse entry into the Garage by such individual Permitted User in the same manner and subject to compliance with the same laws as are applicable to public parking garage users. In no event shall any default or breach by any individual Permitted User constitute a default by Leasee or result in the loss of any parking stalls comprising the Premises or result in any termination of this Lease Agreement or diminution in the total number of parking stalls that are to be provided to Leasee hereunder.

So long as Leasee and all Permitted Users comply with any commercially reasonable security rules and regulations that Lessor may reasonably deem necessary for the safety of the Garage or the Premises, Leasee and all Permitted Users shall have access to the Garage and the Premises 24 hours per day, 7 days per week. Such access shall be subject to full or partial closures which may be required from time to time for construction, maintenance, repairs, actual or threatened emergency or other events or circumstances which make it reasonably necessary to temporarily deny, restrict or limit access in an equitable and non-discriminatory fashion as among all users of the Garage including Permitted Users under this Agreement.

4. **Rent**.

(a) **Basic Fee**. Leasee shall pay to Lessor the Basic Fee set forth in Item 7 of the Basic Lease Provisions. Leasee shall pay, without notice or demand, to Lessor or Lessor's agent at the address set forth in Item 4 of the Basic Lease Provisions, or at such other place as Lessor may from time to time designate in writing, in currency or a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, the Basic Fee as set forth in Item 7 of the Basic Lease Provisions, payable in advance on or before the first day of each and every month during the Term of this Agreement, without any setoff or deduction whatsoever, except as provided in this Agreement. The Basic Fee for any fractional month shall be a prorated. Leasee shall pay the first full month's Basic Fee set forth in Item 7 of the Basic Lease Provisions upon execution of this Agreement prior to any use of the Premises. All other fees and expenses incurred will be invoiced by Lessor and are due and payable within

thirty (30) days of the date of the invoice. Basic Fee and all other fees shall collectively be referred to as "Rent" in this Agreement.

(b) **Late Charge**. If any installment of the Basic Fee or any other amount due from Leasee shall not be received by Lessor or Lessor's designee within five (5) days after said amount is due, then Leasee shall pay to Lessor a late charge equal to [_____] percent of the amount due; provided, however that the foregoing late charge shall be waived for the first such late payment of the Basic Fee or any other amount due from Leasee during each twelve (12) month period of the Term of this Agreement, provided, that, such payment is made by Leasee within ten (10) days of the date such payment is due. The right to require the late charge shall be in addition to all of Lessor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner. In addition to the late charge described above, any Basic Fee or other amount owing hereunder which is not paid within five (5) days after the date they are due shall thereafter bear interest until paid at a rate equal to [_____].

(c) **All Payments as Rent**. Any and all payments of Basic Fee, and any and all fees, charges, costs, expenses, insurance obligations and all other payments, disbursements or reimbursements which are attributable to, payable by or the responsibility of Leasee under and by reason of this Agreement are payable as additional rent and shall constitute "rent" within the meaning of California Civil Code Section 1951(a) whether or not the same are designated as such; and shall be due and payable within ten (10) days following demand or together with the next succeeding installment of Basic Fee, whichever shall first occur, and Lessor shall have the same remedies therefor as for a default in the payment of Basic Fee.

5. **Interruption**. Leasee agrees that Lessor shall not be liable for damages, for any failure by Lessor to comply with the terms and conditions of this Agreement, when such failure or delay or diminution is not occasioned by Lessor's negligence or willful misconduct, but is occasioned, in whole or in part, by necessary repairs, replacements, or improvements, by any strike, lockout or other labor trouble, or by inability to secure electricity for lighting of the Garage, after reasonable effort to do so, by any accident or casualty whatsoever, by act or default of Leasee or other parties, or by any other cause beyond Lessor's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Leasee's use and possession of the Premises or relieve Leasee from paying any fees due hereunder or performing any of its obligations under this Agreement; provided, however, if for any of the foregoing reasons or any other reasons not due to the negligence or willful misconduct of Leasee and/or the Permitted Users, any portion of the Premises or any parking stalls therein shall not be available for use by any Permitted Users during normal business hours of 7:00 a.m. to 6:00 p.m. Mondays through Fridays for five (5) consecutive business days, then Lessor shall use its commercially reasonable efforts to provide replacement parking within the Garage for each displaced/unavailable parking stall of the Premises at no additional charge to Leasee or any Permitted Users, or Leasee shall receive a credit against the Basic Fee for each such business day or portion thereof (following the expiration of the first five (5) business days thereof) that the total number of parking stalls comprising the Premises are not available to Leasee and the Permitted Users, such credit to be based upon the ratio that the number of parking stalls which

are not available to Leasee and the Permitted Users bears to the [_____] parking stalls in the Premises to be provided to Leasee and the Permitted Users.

6. **Insurance**. Leasee shall, at its expense, procure and keep in full force and effect during the entire Term the following insurance policies, providing the following coverage to Leasee and Lessor, and their respective property managers, trustees, beneficiaries, directors, officers, employees, partners, agents and other representatives:

(a) Workers' compensation insurance in accordance with the laws of the State of California to the extent required with waiver of subrogation;

(b) Employer's liability insurance for occupational accidents or diseases, for limits of not less than [_____] Dollars for any one occurrence;

(c) Commercial general liability insurance (or commercial garage liability) on an occurrence form basis with limits of not less than [_____] per occurrence (provided Leasee shall carry a minimum annual aggregate limit of [_____] and Umbrella liability insurance, in excess following form, with an annual aggregate limit of not less than [_____]); provided, however that so long as Leasee carries Umbrella liability insurance, in excess following form, with an annual aggregate limit of not less than [_____], individual tenant entities which are Permitted Users will not be required to carry any such Umbrella liability insurance;

(d) Automobile liability insurance covering losses for owned, non-owned or hired vehicles including comprehensive and collision coverage with a limit of not less than [_____] per occurrence.

All expenses incurred by Leasee and any third-party tenants in obtaining insurance policies required under this Section 6 shall be paid by Leasee or such third party tenants.

Lessor shall, at its expense, procure and keep in full force and effect during the entire Term and any subsequent term created by any extension or renewal of this Agreement, and shall cause its parking garage operator for the Garage and any valet parking operator or other concessionaire for the Garage to procure and keep in force at all times, the following insurance policies, providing the following coverage to Lessor, and its property managers, trustees, beneficiaries, directors, officers, employees, partners, agents and its other representatives:

(e) Workers' compensation insurance in accordance with the laws of the State of California to the extent required;

(f) Employer's liability insurance for occupational accidents or diseases, for limits of not less than [_____] Dollars for any one occurrence; and

(g) Commercial general liability insurance, or, with respect to the Garage operator, Commercial garage keepers liability (including coverage for damage to automobiles in the care, custody or control of the Garage operator, manager and any concessionaires of the Garage), each on an occurrence form basis with limits of not less

than [_____] per occurrence (provided Lessor shall carry a minimum annual aggregate limit of [_____] and umbrella liability insurance, in excess following form, with an annual aggregate limit of not less than [_____]).

All expenses incurred by Lessor and any third-party parking garage operators, valet parking operators and other concessionaires in obtaining insurance policies required under this Section 8 shall be paid by Lessor or such third parties.

All insurance required under Sections 8(a) through (d) shall be in such companies as shall be reasonably satisfactory to Lessor, and all such policies shall provide that they may not be canceled or altered without at least ten (10) days' prior written notice to Lessor. All insurance carried by Leasee and its tenants or any other Permitted Users shall be primary and non-contributory as respects the Premises. All insurance carried by Lessor shall be primary and non-contributory as respects the Garage exclusive of the Premises. Leasee shall promptly deliver commercially reasonable, satisfactory certificates of such insurance to Lessor and certificates for any renewal policies shall be obtained and delivered to Lessor at least ten (10) days prior to the expiration of any policies furnished hereunder. In addition to the requirements set forth in this Section 8, the insurance required under this Sections 8(a) through (d) must be issued by an insurance company with a rating of no less than [_____] or that is otherwise acceptable to Lessor, and admitted to engage in the business of insurance in the State in which the Building is located.

Lessor agrees to have its insurance company issuing property damage insurance and workers compensation insurance waive any rights of subrogation that such company may have against Leasee, and Lessor hereby waives any right that it may have against Leasee on account of any loss or damage to the Garage or any other Lessor's property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability or other similar insurance and as to any workers compensation claims.

Leasee agrees to have its insurance company issuing property damage insurance and workers compensation insurance waive any rights of subrogation that such company may have against Lessor, and Leasee hereby waives any right that it may have against Lessor on account of any loss or damage to Leasee's property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance and as to any workers compensation claims.

7. **Waiver of Claims and Indemnity**.

(a) **Waiver of Claims**. To the extent permitted by applicable law, Lessor and the Lessor Indemnified Parties shall not be liable for any damage to any of Leasee's personal property entrusted to Lessor, and its employees or agents, nor for loss of damage to any of Leasee's personal property (including without limitation, the personal property of any Permitted User) by theft or otherwise, except to the extent arising out of the gross negligence or willful misconduct of Lessor or any Lessor Indemnified Parties. The foregoing shall not constitute a release or waiver by Leasee or any Leasee Indemnified Parties (as defined below) as to any parking garage operator of the Garage, any valet parking operator or other concessionaire of the Garage respecting the negligence or

willful misconduct of any such parties. Lessor and the Lessor Indemnified Parties shall not be liable for any latent or patent defects in the Premises or the Garage or for any consequential damages arising out of any loss of use of the Premises. Leasee shall look solely to Lessor to enforce Lessor's obligations hereunder and shall not seek any damages against any of the Lessor Indemnified Parties (provided, however, nothing contained in this Section will preclude any Permitted Users from seeking separately damages or any other remedy as against Lessor or any parking garage operator of the Garage, any valet parking operator or other concessionaire of the Garage respecting the negligence or willful misconduct of any such parties). As used herein, "**Lessor Indemnified Parties**" shall mean Lessor's managing agent and Lessor's and its managing agent's respective parent companies and/or corporations, their respective controlled, associated, affiliated and subsidiary companies and/or corporations and their respective representatives, members, partners, shareholders, officers, directors, employees, agents, representatives, trustees, consultants, successors, assigns or lenders of any type.

(b) To the extent permitted by applicable law, neither Leasee nor any Leasee Indemnified Parties shall be liable for any damage to the Garage or any of Lessor's personal property (including without limitation, by actions of any individual Permitted Users or by theft or otherwise) except to the extent arising out of the gross negligence or willful misconduct of Leasee or any Leasee Indemnified Parties. The foregoing shall not constitute a release or waiver by Lessor or any Lessor Indemnified Parties (as defined below) as to any Permitted Users respecting the negligence or willful misconduct of any such Permitted Users. Lessor shall look solely to Leasee to enforce Leasee's obligations hereunder and shall not seek any damages against any of the Leasee Indemnified Parties (provided, however, nothing contained in this Section will preclude Lessor from seeking separately damages or any other remedy as against any Permitted Users arising out of the use of the Garage by any such Permitted Users including, without limitations as respects any negligence or willful misconduct of any such Permitted Users). As used herein, "**Leasee Indemnified Parties**" shall mean Leasee's property manager, managing agent and Leasee's and its property manager and managing agent's respective parent companies and/or corporations, their respective controlled, associated, affiliated and subsidiary companies and/or corporations and their respective representatives, members, partners, shareholders, officers, directors, employees, agents, representatives, trustees, consultants, successors, assigns or lenders of any type, and any tenants of Leasee who Lease use of parking spaces in the Garage to any employees of such tenants.

(c) **Indemnification**.

(i) Lessor to the fullest extent permitted by law, agrees to indemnify, protect, defend and hold Leasee and the Leasee Indemnified Parties harmless from and against any and all claims, damages, costs, losses and liabilities: (1) arising from or out of the gross negligence or willful misconduct of Lessor or its agents, contractors or employees, or (2) arising from or out of any breach, infringement, violation or non-performance of any term, covenant or condition of this Agreement on the part of Lessor to be performed and observed hereunder. Leasee to the fullest extent permitted by law, agrees to indemnify, protect, defend and hold Lessor and the Lessor Indemnified Parties

harmless from and against any and all claims, damages, costs, losses and liabilities: (1) arising from or out of any occurrence in, upon, around or at the Premises or the occupancy or use of the Premises or any part thereof by, through or under Leasee or its authorized agents, employees, contractors and/or direct tenant entity sublessees (but not as to any individual Permitted Users which do not qualify as Leasee's authorized agents, employees, contractors and/or direct tenant entity sublessees), (2) arising from or out of all acts, failures, errors, omissions, willful misconduct or negligence of Leasee, its authorized agents, employees, contractors and/or, direct tenant entity sublessees (but not as to any individual Permitted Users which do not qualify as Leasee's authorized agents, employees, contractors and/or direct tenant entity sublessees) which occur in or about the Premises or anywhere else within or about the Garage, or (3) arising from or out of any breach, infringement, violation or non-performance of any term, covenant or condition of this Agreement on the part of Leasee to be performed and observed hereunder.

(ii) In the event Leasee or any of Leasee's Indemnified Parties are involved in any litigation covered by Lessor's indemnity as herein provided, Lessor shall defend Leasee and/or Leasee's Indemnified Parties, as applicable, and shall pay all judgments, claims, damages, liabilities and expenses (including without limitation, attorneys' fees and disbursements) in connection with the litigation, unless it is determined that Leasee has breached its obligations hereunder or is otherwise liable under Leasee's indemnity of Lessor herein. Lessor shall advise Leasee promptly, in writing of the service upon Leasee or Leasee's Indemnified Parties of any summons, notices, letters or other communications alleging any claim or liability against Leasee's Indemnified Parties or with respect to the property or its surrounding area. In the event Lessor or any of Lessor's Indemnified Parties are involved in any litigation covered by Leasee's indemnity as herein provided, Leasee shall defend Lessor and/or Lessor's Indemnified Parties, as applicable, and shall pay all judgments, claims, damages, liabilities and expenses (including without limitation, attorneys' fees and disbursements) in connection with the litigation, unless it is determined that Lessor has breached its obligations hereunder, or is otherwise liable under Lessor's indemnity of Leasee herein. Leasee shall advise Lessor promptly, in writing of the service upon Lessor or Lessor's Indemnified Parties of any summons, notices, letters or other communications alleging any claim or liability against Lessor's Indemnified Parties or with respect to the property or its surrounding area.

(iii) The provisions of this Section 9 shall survive the expiration or sooner termination of this Agreement. Leasee shall give prompt notice to Lessor of any occurrence within the Premises or the Garage for which Leasee may be liable to Lessor. Lessor shall give prompt notice to Leasee of any occurrence within the Premises or the Garage for which Lessor may be liable to Leasee. Any indemnity contained in this Agreement for the benefit of Lessor shall be deemed to inure to the benefit of Lessor's Indemnified Parties as well. Any indemnity contained in this Agreement for the benefit of Leasee shall be deemed to inure to the benefit of Leasee's Indemnified Parties as well.

(d) **Survival of Indemnities**. The provisions of Sections 9 (a) and (b) together with any other indemnification provisions of this Agreement shall survive the

expiration or termination of this Agreement with respect to any claims, expenses or liability occurring prior to such expiration or termination. Lessor's and Leasee's covenants, agreements and indemnification obligations in Sections 9(a) and (b) above are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Lessor or Leasee pursuant to the provisions of this Agreement

8. **Attorneys' Fees**. If either Lessor or Leasee shall commence any action or other proceeding against the other arising out of, or relating to, this Agreement or the Premises, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its actual attorneys' fees and costs irrespective of whether or not the action or other proceeding is prosecuted to judgment and irrespective of any court schedule of reasonable attorneys' fees.

9. **Surrender of Premises; Holding Over**. Upon the expiration or earlier termination of this Agreement, Lessor shall have the right to turn off all card keys issued to Leasee and all Permitted Users under this Agreement which allow access to the Garage and to the Premises parking stalls and Leasee shall remove all of its property from the Premises (including all access gates and parking identification signs).

10. **Assignment and Sublicensing**. Leasee shall have the right to assign or subLease the Lease rights granted herein to any and all successors in interest to Leasee as [_____] of any of the Benefitted Parcels to which Leasee expressly assigns in writing such rights and to any and all tenants and occupants of the Benefitted Parcels noted in Section 1 of this Agreement which Leasee identifies to Lessor as Permitted Users and to whom Leasee issues access cards for access to the Garage and the Premises parking stalls as provided in this Agreement. Leasee shall also have the right to pledge its interest in this Agreement as security for any mortgage encumbering any Benefitted Parcels or any portion thereof, pursuant to a form prepared by Leasee's lender and to be subject to the reasonable approval of Lessor and Leasee, such Collateral Assignment to include a consent by Lessor to such pledge of Leasee's rights under this Agreement to Leasee's lender. Except as provided in the foregoing sentences, Leasee shall not assign or otherwise transfer this Agreement or any interest hereunder (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**"). Upon any Transfer of this Lease to a designated successor owner of any of the Benefitted Parcels and assumption of such Transfer by the Transferee owner, such Transfer shall relieve Leasee of further obligation and liability under this Agreement.

11. **Rules and Regulations**. Lessor shall provide a copy of the rules and regulations set forth in Exhibit B hereto, as the same may from time to time be amended, to each Permitted User receiving access to the Garage from time to time under this Agreement.

12. **Estoppel Certificate**. At any time, within ten (10) business days following any written request which either party may make from time to time, Leasee or Lessor, as applicable, shall execute and deliver to the other (or to the Holders or any prospective holders of a Mortgage and/or purchasers or prospective purchasers or transferees) without charge, a written statement, duly acknowledged (an "**Estoppel Certificate**"): (a) ratifying this Agreement, (b) confirming the Commencement Date and Expiration Date, (c) certifying that this Agreement is in full force and effect and has not been assigned, modified, supplemented or amended, except by such

writings as shall be stated, (d) certifying that Lessor and Leasee have each fulfilled their respective obligations under this Agreement as of the date of such Estoppel Certificate, except such as shall be stated, (e) certifying that there are no defenses or offsets against enforcement of this Agreement by either party, except such as shall be stated; (f) reciting the amount of Basic Fee and additional rent then payable monthly and (g) certifying as to such other matters concerning this Agreement as may be reasonably required by either party or the holder of a Mortgage.

13. **Default by Leasee**.

(a) **Events of Default**. The occurrence of any of the following shall constitute a material default and breach of this Agreement on the part of Leasee (an "**Event of Default**"): (i) any failure by Leasee to pay any installment of Basic Fee or any other charge of item of rent required to be paid under this Agreement, or any part thereof, within fifteen (15) business days of notice that same is due, which notice shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure or any similar or successor law, or (ii) the failure of Leasee to perform or breach of any obligations, agreement or covenant under this Agreement (other than as specified above), where such failure or breach continues for 30 days after Leasee's receipt of written notice of such failure; provided, however, that if the nature of the default is such that it cannot be cured within 30 days, Leasee shall not be in default of this Agreement if Leasee promptly after notice from Lessor commences to cure the default within the 30 day period and thereafter diligently prosecutes the same to completion. The 30 day notice described herein shall be in lieu of, and not in addition to, any notice required under Section 1161 of the California Code of Civil Procedure or any other law now or hereafter in effect requiring that notice of default be given prior to the commencement of an unlawful detainer or other legal proceeding. Any failure to pay Basic Fee and any other monetary obligation to be paid by Leasee under this Agreement which is specifically designated as "rent" in this Agreement shall be construed as a failure to perform the obligation for payment of rent.

(b) **Remedies**. Upon an Event of Default, in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the immediate right to deny Leasee access to and/or use of the Premises and to terminate this Agreement and all rights of Leasee hereunder by giving Leasee written notice of such election to terminate.

14. **Damage By Fire or Other Casualty**.

(a) **Agreement Governs**. The provisions of this Agreement, including this Section 17, constitute an express agreement between Lessor and Leasee with respect to any and all damage to, or destruction of, all or any part of the Premises or any other portion of the Garage by fire or other casualty ("**Damage**") and no statute or regulation which is inconsistent with this Section 17, now or hereafter in effect, including without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, shall have any application to this Agreement with respect to any damage or destruction to all or any part of the Premises or any other portion of the Garage.

(b) **Damage to the Premises and/or the Garage**. If the Premises and/or the Garage or any portion thereof required for Leasee and the Permitted Users to access and use the Premises and the [_____] parking stalls comprising the Premises suffer Damage, then Lessor shall have the option, to be exercised by written notice to Leasee within thirty (30) days after the date Lessor is informed of the Damage, either (i) if more than one-half (1/2) of the Garage is subject to Damage, to terminate this Agreement as of the date not less than thirty (30) days nor more than sixty (60) days after Lessor's notice to Leasee (although rent shall be abated until such termination in the manner and to the extent provided in Section 17(c)), or (ii) to repair the base building portion of the Garage due to such Damage with reasonable diligence and subject to reasonable delays for insurance adjustment and other matters beyond Lessor's reasonable control, in which event this Agreement shall continue in full force and effect, and the Basic Fee shall be abated in the manner and to the extent provided in Section 17(c).

(c) **Abatement of Basic Fee**. If the Premises and/or the Garage or any portion thereof is rendered untenantable or inaccessible and is not used by Leasee and the Permitted Users as a result of Damage, the Basic Fee pro rated as to the number of parking stalls comprising the Premises as are rendered untenantable or inaccessible shall be abated for such time as the Premises and/or the Garage or any portion thereof remain untenantable and are not used by Leasee and the Permitted Users, in the proportion that the number of parking stalls allocated to Leasee that are rendered untenantable or inaccessible and are not used by Leasee and the Permitted Users bears to the [_____] parking stalls in the Premises; provided, however, there shall be no abatement of Basic Fee if Lessor provides to Leasee replacement parking stalls in the Garage for all or any parking stalls which are rendered untenantable or inaccessible by reason of such Damage.

(d) **Destruction of Leasee's Personal Property**. In the event of any Damage to or destruction of the Premises or the Garage, under no circumstances shall Lessor be required to repair any injury, or damage to, or make any repairs to or replacements of any of Leasee's equipment, vehicles and other property or effects of Leasee placed in the Premises by or on behalf of Leasee. Lessor shall have no responsibility for any contents placed or kept in or on the Premises and/or the Garage by Leasee or Leasee's employees, agents, contractors or any Permitted Users, except to the extent of the gross negligence or willful misconduct of Lessor or its agents, employees, Leasees or contractors.

Lessor shall not be liable for any loss of business, inconvenience or annoyance to Leasee arising from any Damage or any repair or restoration of any portion of the Premises and/or the Garage as a result of any Damage.

(e) **Property Damage**. Any Garage employee to whom any property shall be entrusted by or on behalf of Leasee shall be deemed to be acting as Leasee's agent with respect to such property and neither Lessor nor its agents shall be liable for any damage to property of Leasee or others entrusted to employees of the Garage, nor for the loss of or damage to any property of Leasee by theft or otherwise. Neither Lessor nor its agents shall be liable for any injury or damage to persons or property or interruption of Leasee's business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, leaks or other perils from any part of the Garage or from the pipes, appliances or

plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, except to the extent of the gross negligence or willful misconduct of Lessor or any of its agents, employees, Leasees or contractors; nor shall Lessor or its agents be liable for any such damage caused by other persons in the Garage or caused by construction of any private, public or quasi public work; nor shall Lessor be liable for any latent defect in the Premises or in the Garage.

15. **Eminent Domain**.

(a) **Total or Partial Taking**. If all or any portion of the Premises and/or the Garage is taken or appropriated under the power of eminent domain or conveyed in lieu thereof, such that any of Leasee's [_____] parking stalls are rendered untenantable or inaccessible, and provided Lessor is unable to relocate any such parking stalls to other locations of the Garage which are tenantable and accessible, then Lessor shall have the right to terminate this Agreement at its option as to all such parking stalls rendered untenantable or inaccessible, exercisable within sixty (60) days of such taking or conveyance, in which event the Basic Fee payable hereunder shall be reduced pro rata based the number of parking stalls which are rendered untenantable or inaccessible as compared to Leasee's total of [_____] parking stalls. This Agreement shall remain in effect in the event that and to the extent that the effectiveness of this Agreement is necessary under applicable laws to allow Lessor to obtain or receive any award of compensation in connection with the exercise of such power of eminent domain. In such events, Lessor shall receive (and Leasee shall assign to Lessor upon demand from Lessor) any income, rent, award or any interest therein which may be paid in connection with the exercise of such power of eminent domain and Leasee shall have no claim against Lessor for any part of the sums paid by virtue of such proceedings or for the value of the unexpired portion of the Term, it being the intent of the parties hereto that Leasee shall have no right to recover or make any claim upon any such sums. Leasee hereby waives any and all rights it might otherwise have pursuant to 1265.130 of the California Code of Civil Procedures.

(b) **Temporary Taking**. Notwithstanding anything to the contrary contained in this Section 18, if the temporary use of any part of the Premises shall be taken or appropriated under the power of eminent domain during the Term, this Agreement shall be and remain unaffected by such taking or appropriation provided the Basic Fee shall abate for any and all parking stalls within the Premises which are taken or appropriated.

16. **Impossibility of Performance**. Neither Lessor nor Leasee shall be bound to the terms and conditions of this contract if failure to perform pursuant to this Agreement is due to fire, flood, strike, storms, disasters, or the acts of God, or any other cause beyond the control of the parties.

17. **Non-Waiver**. Lessor's decision not to enforce any provision of this Agreement, including any exhibit, shall not mean that Lessor has waived its rights to do so at any time.

18. **Notices**. Except as otherwise in this Agreement provided, notice or communication which Lessor may desire or be required to give to Leasee shall be deemed

sufficiently given or rendered if, in writing, delivered to Leasee personally or sent by registered or certified mail addressed to Leasee at the address set forth in Item 5 of the Basic Lease Provisions and shall be deemed to be at the time when the same is delivered to Leasee or mailed. Any notice by Leasee to Lessor must be served by registered or certified mail addressed to Lessor at the address set forth in Item 3 of the Basic Lease Provisions.

19. **Binding Agreement**. Each party hereto represents and warrants to the other that this Agreement is duly executed by such party and is a valid, binding obligation of each such party.

20. **No Amendments**. This Agreement, including all attachments and exhibits hereto sets forth the entire understanding between the parties and may not be altered or amended except by another writing executed by both parties.

21. **Alterations**. Following the Commencement Date, Leasee will not make or cause to be made any alterations, installations, improvements, additions or other physical changes in or about the Premises without obtaining the prior written consent of Lessor thereto, which Lessor shall have the right to withhold in its sole and absolute discretion.

22. **Maintenance**. Lessor, at its sole cost and expense, will maintain and repair the Garage and all portions thereof, consistent with the manner in which it stands as of the date hereof; provided, however, if such maintenance and repairs are caused in whole or in part by the act, neglect, fault or omission by Leasee, its agents, contractors, employees, or Permitted Users, Leasee shall pay to Lessor, as additional rent, the reasonable cost of such maintenance and repairs. Subject to Section 7 of this Agreement, Lessor shall not be liable to Leasee for any failure to make any such repairs, or to perform any maintenance hereunder, and there shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Leasee's business arising from the making of or a failure to make any repairs, alterations or improvements in or to any portion of the Premises or the Project or in or to fixtures, appurtenances and equipment therein. Leasee hereby waives and releases its right to make repairs at Lessor's expense under Sections 1941 and 1942 of the California Civil Code; or under any similar law, statute, or ordinance now or hereafter in effect. Leasee shall advise Lessor of the need for any repairs or replacements to the Premises and/or the Garage which are Lessor's responsibility under this Agreement.

Leasee shall at its cost, repair all damages to the Premises caused by any installations made by Leasee or the moving or removing of Leasee's property in or to the Premises.

23. **Requirements of Law**. Except with respect to customary quantities of hazardous materials commonly found in automobiles, including, without limitation, gasoline and petroleum and petroleum by-products ("**Automotive Haz Mats**"), Leasee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any hazardous material (as defined by any applicable law) upon or about the Premises and/or the Garage, nor permit Leasee's employees, invitees or Leasees or other occupants of the Premises to engage in such activities upon or about the Premises and/or the Garage. If any hazardous material other than Automotive Haz Mats is released, discharged or disposed of by Leasee, Leasee's employees, invitees or Leasees or any other occupant of the Premises, on or about the Premises and/or the

Garage, Leasee shall immediately, properly and in compliance with applicable laws clean up and remove, or cause the Permitted User responsible for such hazardous material to remove, the hazardous material from the Premises and/or the Garage and any other affected property and clean or replace any affected personal property (whether or not owned by Lessor), at Leasee's expense. Such clean up and removal work shall be subject to Lessor's prior written approval (except in emergencies), not to be unreasonably withheld, and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Lessor. If Leasee shall fail to comply with the provisions of this Section 26 within five (5) days after written notice by Lessor, or such shorter time as may be required by applicable law or in order to minimize any hazard to persons or property, Lessor may (but shall not be obligated to) arrange for such compliance directly or as Leasee's agent through contractors or other parties selected by Lessor, at Leasee's expense (without limiting Lessor's other remedies under this Agreement or applicable law).

24. **Limitation of Liability**.

(a) Lessor's obligations under this Agreement will not be binding upon Lessor after the sale, conveyance, assignment or transfer by Lessor of its interest in the Premises, and in the event of any such sale, conveyance, assignment or transfer, Lessor will be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder to the extent that such transferee assumes Lessor's obligations under this Agreement, subject to the terms hereof. None of Lessor's Indemnified Parties shall be liable for the performance of Lessor's obligations under this Agreement. Leasee will look solely to Lessor to enforce Lessor's obligations hereunder and shall not seek any damages against any of Lessor's Indemnified Parties. Lessor's liability for its obligations under this Agreement will be limited to Lessor's interest in the Garage and Leasee will not look to any other property or assets of Lessor or the property or assets of any of the Lessor's Indemnified Parties in seeking either to enforce Lessor's obligations under this Agreement or to satisfy a judgment for Lessor's failure to perform such obligations. In no event shall Lessor (or any Lessor Indemnified Parties) ever be liable for incidental or consequential damages.

(b) Leasee's obligations under this Agreement will not be binding upon Leasee after the Transfer by Leasee of its interest in this Agreement pursuant to the terms and conditions of Section 12, and in the event of any such Transfer, Leasee will be and hereby is entirely freed and relieved of all covenants and obligations of Leasee hereunder to the extent that the Transferee assumes Leasee's obligations under this Agreement, subject to the terms hereof. None of Leasee's Indemnified parties shall be liable for the performance of Leasee's obligations under this Agreement. Lessor will look solely to Leasee to enforce Leasee's obligations hereunder and shall not seek any damages against any of Leasee's Indemnified Parties or any Permitted Users for performance of this Agreement by Leasee (provided, however, nothing contained in this Section 28(b) will preclude Lessor from seeking separately damages or any other remedy as against any Permitted Users arising out of the use of the Garage by any such Permitted Users). Leasee's liability for its obligations under this Agreement will be limited to Leasee's interest in the Benefitted Parcels and Lessor will not look to any other property or assets of Leasee or the property or assets of any of the Leasee's Indemnified Parties in seeking either to enforce Leasee's obligations under this Agreement or to satisfy a judgment for Leasee's

failure to perform such obligations. In no event shall Leasee (or any Leasee Indemnified Parties) ever be liable for incidental or consequential damages).

25. **Entry**. Lessor reserves the right at all reasonable times to enter the Premises to (a) inspect them; (b) show the Premises to prospective purchasers, mortgagees or Leasees, or to the ground or underlying lessors; (c) post notices of nonresponsibility; or (d) alter, improve or repair the Premises or the Garage if necessary to comply with current building codes or other applicable laws, or for structural alterations, repairs or improvements to the Garage. In addition to the foregoing, Lessor may enter the Premises at any time to (i) perform services required of Lessor; (ii) take possession due to any breach of this Agreement in the manner provided herein; and (iii) perform any covenants of Leasee which Leasee fails to perform. Any such entries shall be without the abatement of the Basic Fee and shall include the right to take such reasonable steps as required to accomplish the stated purposes. Leasee hereby waives any claims for damages or for any injuries or inconvenience to or interference with Leasee's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby, except to the extent attributable to the gross negligence or willful misconduct of Lessor or any employee, agent or contractor of Lessor. Any entry into the Premises in the manner herein before described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Leasee from any portion of the Premises.

26. **Partial Invalidity**. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

27. **No Warranty**. In executing and delivering this Agreement, Leasee has not relied on any representation or any warranty or any statement of Lessor which is not set forth herein or in one or more of the exhibits attached hereto.

28. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

29. **Signage**. Except to the extent expressly provided in this Section 36, Leasee shall not place or install (or permit to be placed or installed) any signs, advertisements, logos, identifying materials, pictures or names of any type on the Premises or the Garage. Subject to the compliance with applicable laws and such Garage signage criteria as Lessor shall apply from time to time and subject to receipt of Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Leasee may at its sole cost and expense install appropriate directional and identification signage for the Premises (including reserved parking signage and markings) and for any or all parking stalls comprising the Premises. The exact location, size, style, color, materials and lighting of Leasee's signage shall be consistent and compatible with the Garage's signage criteria and the cost of installation, maintenance, insurance, removal and utilities for all such Leasee identification signs shall be at Leasee's sole cost and expense.

30. **No Liens**. Leasee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Leasee, operation of law or otherwise, to attach to or be placed upon the Garage or Premises, and any and all liens and encumbrances created by Leasee shall attach to Leasee's interest only. Lessor shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens. Leasee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Garage or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Leasee or the Premises, and, in case of any such lien attaching or notice of any lien, Leasee covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Agreement, in the event that such lien is not released and removed on or before the date which is five (5) business days following notice of such lien is delivered by Lessor to Leasee, Lessor, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all reasonable, actual and documented sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lessor in connection with such lien shall be deemed immediately due and payable by Leasee.

31. **Recordation**. Each party shall have the right to require that the other execute and deliver for recordation a memorandum of Lease to provide notice that the Garage and the Benefitted Parcels are subject to the terms and conditions of this Agreement ("**Memo of Lease**"), which shall be recorded against the title of both the Garage and the Benefitted Parcels. Upon the expiration or earlier termination of this Agreement, the party who shall have recorded the Memo of Lease ("**Recording Party**") shall, at its sole cost and expense, remove the Memo of Lease from title of the Garage and the Benefitted Parcels, failing which the Recording Party hereby authorizes the other party to so remove the Memo of Lease from title of the Garage and the Benefitted Parcels.

32. **Entire Agreement**. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Leasee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any side letter or separate agreement executed by Lessor and Leasee in connection with this Agreement and dated of even date herewith contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, shall be considered to be the only agreement between the parties hereto and their representatives and agents, and none of the terms, covenants, conditions or provisions of this Agreement can be modified, deleted or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Agreement.

*[*SIGNATURES ON NEXT PAGE*]*

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

Leasee:

[_____]

By: _____
Name: _____
Title: _____

Lessor:

[_____]

By: _____
Name: _____
Title: _____

EXHIBIT A

PREMISES

EXHIBIT B

RULES AND REGULATIONS

658

659 EXHIBIT C

660 [BENEFITTED PARCELS LEGAL DESCRIPTION]

661

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.4**

DATE: May 23, 2022

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

SUBJECT: Declaration of Local Emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution ratifying the City Manager's Proclamation finding the existence of a Local Emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

SUMMARY

On May 20, 2022, the City Manager/Director of Emergency Services declared a Local Emergency. The declaration must be confirmed by the City Council within seven days.

On September 16, 2021, the Governor signed Assembly Bill 361 (AB 361) into law, allowing the City's legislative bodies to continue to meet via teleconference during proclaimed states of emergency under modified Brown Act requirements when a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558. AB 361 further requires that state of local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees. AB 361 requires reauthorization every 30 days.

DISCUSSION

An outbreak of coronavirus disease 2019 (COVID-19) caused by the 2019 novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China in December 2019, and has spread throughout China and to numerous other countries and territories, including the United States.

COVID-19 is an infectious disease that causes respiratory illness. Experts indicated while a high percentage of individuals affected by COVID-19 experience mild flu-like symptoms, some have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions.

It is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization.

On March 1, 2020, the Health Officer of Alameda County declared a public health emergency throughout the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and,
2. Local authority is inadequate to cope with the threat posed by COVID-19

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States of America.

On March 13, 2020, the City Manager declared a Local Emergency. The declaration was based upon the Alameda County Department of Health confirming evidence of community-acquired transmission within Alameda County and the President of the United States declaring a National state of emergency.

On March 16, 2020, the City Council adopted a resolution ratifying the declaration of local emergency (Resolution No. 2020-033).

On June 8, July 27, September 14, November 9, December 14, 2020, February 8, March 22, May 10, June 28, July 26, September 13, October 25, November 22, December 13, 2021, January 10, February 14, and February 28, 2022, the City Council adopted resolutions of continued local emergency (Resolution Nos. 2020-78, 2020-133, 2020-166, 2020-207, 2020-235, 2021-018, 2021-037, 2021-063, 2021-112, 2021-140, 2021-155, 2021-179, 2021-195, 2021-217, 2022-006, 2022-016, and 2022-022, respectively).

On April 11, 2022, the City Council adopted a resolution terminating the proclamation of local emergency and the temporary suspension and revision of the City Council Meeting Rules of Procedure, and all unexpired emergency orders declared in response to the spread of COVID-19.

On May 13, 2022, the Alameda County Department of Health, along with twelve Bay Area health officers urged the public to take precautions as COVID levels rise, including but not limited to continued masking indoors as the region experiences a new swell of COVID cases and hospitalizations.

In the month of May 2022, there has been an increase in the number of Livermore residents as well as City of Livermore staff who tested positive for COVID. On May 20, 2022, several members of the City of Livermore executive team tested positive for COVID, and most other executive staff members learned that they were exposed to individuals who tested positive for COVID.

Based on the above, on May 20, 2022, the City Manager/Director of Emergency Services declared a Local Emergency. Staff recommends the City Council ratify the proclamation and reauthorize teleconference meetings of the City's legislative bodies in accordance with AB 361.

FISCAL AND ADMINISTRATIVE IMPACTS

The ratification of the City Manager/Director of Emergency Services' declaration of Local Emergency allows the City to access federal, state and County resources, including potential financial reimbursements.

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution

Prepared by: Christine Martin
Assistant City 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 RATIFYING THE PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES CONCERNING THE EXISTENCE OF A LOCAL EMERGENCY

Section 8630 of the Government Code and Section 2.56.060 of the City of Livermore Municipal Code authorizes the Director of Emergency Services to proclaim a local emergency under certain circumstances if the City Council is not in session and provides that the City Council shall ratify the proclamation within seven days thereafter.

An outbreak of coronavirus disease 2019 (COVID-19) caused by the 2019 novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China in December 2019, and has spread throughout China and to numerous other countries and territories, including the United States.

COVID-19 is an infectious disease that causes respiratory illness. Experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, son1e will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions.

It is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization.

The United States Centers for Disease Control and Prevention (CDC), the United States Health and Humans Services Agency, the California Department of Public Health, and the Alameda County Department of Public Health are each working to monitor and plan for the potential spread of COVID-19 to support and guide local actions to preserve public health.

On January 23, 2020, the CDC activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States.

On January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19.

On February 25, 2020, the Centers for Disease Control and Prevention announced that community spread of COVID-19 is likely to occur in the United States.

On March 1, 2020, Health Officer of Alameda County declared a public health emergency throughout the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and,
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States of America.

On March 16, 2020, the City Council adopted a resolution ratifying the declaration of local emergency (Resolution No. 2020-033).

On June 8, July 27, September 14, November 9, December 14, 2020, February 8, March 22, May 10, June28, July 26, September 13, October 25, November 22, December 13, 2021, January 10, February 14, and February 28, 2022, the City Council adopted resolutions of continued local emergency (Resolution Nos. 2020-78, 2020-133, 2020-166, 2020-207, 2020-235, 2021-018, 2021-037, 2021-063, 2021-112, 2021-140, 2021-155, 2021-179, 2021-195, 2021-217, 2022-006, 2022-016, and 2022-022, respectively)

On April 11, 2022, the City Council adopted a resolution terminating the proclamation of local emergency and the temporary suspension and revision of the City Council Meeting Rules of Procedure, and all unexpired emergency orders declared in response to the spread of COVID-19.

On May 13, 2022, the Alameda County Department of Health, along with twelve Bay Area health officers urged the public to take precautions as COVID levels rise, including but not limited to continued masking indoors as the region experiences a new swell of COVID cases and hospitalizations.

In the month of May 2022, there has been an increase in the number of Livermore residents as well as City of Livermore staff who tested positive for COVID. On May 20, 2022, several members of the City of Livermore executive team tested positive for COVID, and most other executive staff members learned that they were exposed to individuals who tested positive for COVID.

Livermore Municipal Code section 2.56.050 designates the City Manager as the Director of Emergency Services for the City of Livermore.

Livermore Municipal Code section 2.56.060 authorizes the Director of Emergency Services to proclaim, the existence or threatened existence of a local emergency in the event the City Council is not in session.

Livermore Municipal Code section 2.56.020 defines emergency to mean the actual or threatened existence of conditions of extreme peril to the safety of persons and property within the City, which conditions are or are likely to be beyond the control of services, personnel, equipment and facilities of the City, requiring the combined forces of other political subdivisions to combat.

The City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the proclamation of the existence of a local emergency issued by the Director of Emergency Services on May 20, 2022, at 2:30 p.m., attached hereto as Exhibit A, is hereby ratified.

BE IT FURTHER RESOLVED by the City Council that:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference.
2. Until the local emergency is terminated, the powers, functions, and duties of the City Manager/Director of Emergency Services and the emergency organization of the City of Livermore shall be those prescribed by State law and the ordinances, resolutions, and approved emergency services plans of the City of Livermore.
3. The City Council has reconsidered the circumstances of the state of emergency and has determined that the state of emergency continues to impact the ability of the City's legislative bodies to meet safely in person. In-person meetings of the City's legislative bodies would present imminent risks to the health or safety of attendees.
4. The staff and legislative bodies of the City of Livermore are hereby reauthorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of June 23, 2022, or such time the City Council makes subsequent findings in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Livermore may continue to teleconference without compliance with Government Code section 54953(b)(3).

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 23, 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:

_____
Jason Alcala
City Attorney

PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES FOR THE CITY OF LIVERMORE FINDING THE EXISTENCE OF A LOCAL EMERGENCY (COVID-19)

An outbreak of coronavirus disease 2019 (COVID-19) caused by the 2019 novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China in December 2019, and has spread throughout China and to numerous other countries and territories, including the United States.

COVID-19 is an infectious disease that causes respiratory illness. Experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions.

It is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization.

The United States Centers for Disease Control and Prevention (CDC), the United States Health and Humans Services Agency, the California Department of Public Health, and the Alameda County Department of Public Health are each working to monitor and plan for the potential spread of COVID-19 to support and guide local actions to preserve public health.

On January 23, 2020, the CDC activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States.

On January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVI0-19.

On February 25, 2020, the Centers for Disease Control and Prevention announced that community spread of COVID-19 is likely to occur in the United States.

On March 1, 2020, Health Officer of Alameda County declared a public health emergency throughout the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and,
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States of America.

On March 13, 2020, the City Manager declared a Local Emergency based upon the Alameda County Department of Health confirming evidence of community-acquired transmission within Alameda County and the President of the United States declaring a National state of emergency.

On March 16, 2020, the City Council adopted a resolution ratifying the declaration of local emergency (Resolution No. 2020-033).

On June 8, July 27, September 14, November 9, December 14, 2020, February 8, March 22, May 10, June28, July 26, September 13, October 25, November 22, December 13, 2021, January 10, February 14, and February 28, 2022, the City Council adopted resolutions of continued local emergency (Resolution Nos. 2020-78, 2020-133, 2020-166, 2020-207, 2020-235, 2021-018, 2021-037, 2021-063, 2021-112, 2021-140, 2021-155, 2021-179, 2021-195, 2021-217, 2022-006, 2022-016, and 2022-022, respectively)

On April 11, 2022, the City Council adopted a resolution terminating the proclamation of local emergency and the temporary suspension and revision of the City Council Meeting Rules of Procedure, and all unexpired emergency orders declared in response to the spread of COVID-19.

On May 13, 2022, the Alameda County Department of Health, along with twelve Bay Area health officers urged the public to take precautions as COVID levels rise, including but not limited to continued masking indoors as the region experiences a new swell of COVID cases and hospitalizations.

In the month of May 2022, there has been an increase in the number of Livermore residents as well as City of Livermore staff who tested positive for COVID. On May 20, 2022, several members of the City of Livermore executive team tested positive for COVID, and most other executive staff members as well as a member of the Livermore City Council learned that they were exposed to individuals who tested positive for COVID.

Livermore Municipal Code section 2.56.050 designates the City Manager as the Director of Emergency Services for the City of Livermore.

Livermore Municipal Code section 2.56.060 authorizes the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the event the City Council is not in session.

Livermore Municipal Code section 2.56.020 defines emergency to mean the actual or threatened existence of conditions of extreme peril to the safety of persons and property within the City, which conditions are or are likely to be beyond the control of services, personnel, equipment and facilities of the City, requiring the combined forces of other political subdivisions to combat.

NOW, THEREFORE, I HEREBY FIND AND DETERMINE that:

1. The Alameda County Department of Public has confirmed community-acquired transmission of COVID-19 in the County of Alameda and a new swell of COVID cases;

2. Based on the United States Department of Health and Human Services declaration and the Centers for Disease Control and Prevention statements, increasing cases of COVID-19 and evidence of community-acquired transmission in the region, as well as an increase in the number of COVID positive cases among City of Livermore staff and exposure of the entire City of Livermore executive team and a City Council member to COVID, there is an ongoing risk and likelihood of additional COVID-19 positive patients and community spread in the County of Alameda and the City of Livermore;

3. The conditions of Livermore Municipal Code sections 2.56.020 and 2.56.060 for me to proclaim the existence of a local emergency have been met for me to proclaim the existence or threatened existence of a local emergency in the City of Livermore; and,

4. The Livermore City Council is not in session.

NOW BASED UPON THE FINDINGS AND DETERMINATIONS ABOVE, I HEREBY PROCLAIM that a local emergency now exists throughout the City of Livermore caused by an outbreak and community spread of COVID-19 in Alameda County.

BE IT FURTHER PROCLAIMED AND ORDERED that during the existence of such local emergency, the powers, functions and duties of the emergency organization of the City of Livermore shall be those prescribed by state law and the ordinances, resolutions, and approved plans of the City of Livermore.

Dated: 5/20/22

Director of Emergency Services

This declaration is subject to ratification by the City Council within seven days and is subject to reaffirmation every 30 days thereafter until such local emergency is terminated.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: May 23, 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.

5.1	Hearing to authorize a Disposition and Development Agreement (DDA) with Shakespeare's Associates, Inc., including sale of City property for development of a Black Box theater, and authorizing the City Manager to execute the DDA and all related documents necessary to implement the DDA. Material: Supplemental Memo, Revised Resolution, and Public Comment Received
6.1	Discussion and direction regarding Tri-Valley Conservancy's request for the City of Livermore to sponsor a ballot initiative to protect water quality and agriculture in the South Livermore Valley Material: Public Comment Received and PowerPoint Presentation
6.2	Discussion and direction regarding the Draft 2023-2031 Housing Element Material: Public Comment Received and PowerPoint Presentation
6.3	Resolution authorizing execution of an Amended and Restated Disposition, Development and Loan Agreement ("DDLA") with Eden Housing, Inc. for development of the Downtown Multi-family Housing Site, and authorizing the City Manager to execute the documents, agreements and specific authorities described in the DDLA. Material: Public Comment Received and PowerPoint Presentation
6.4	Declaration of Local Emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361 Material: PowerPoint Presentation

7.0	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

From: Donna Blevins
To: Cityclerk - Livermore
Subject: Agenda 5.1 SPARC
Date: Sunday, May 22, 2022 12:00:01 PM

Name: Donna Blevins
Resides: [redacted] (since 1997)
Employer: Sandia National Labs (retired, 2015)

Recommendation: I support the signing of the DDA with Shakespeare's Associates. I further support moving ahead with the DDLA with Eden Housing. I've been anxiously waiting for the Black Box Theater and Science Center, the new hotel, and housing for people who wish to live in Livermore. I live walking distance to almost "everything" and support our downtown.

I've been involved with Shakespeare's Associates since 1997 as a volunteer at art walks, wine auctions and the annual Shakespeare Festival where a patron once told me, "There's no reason to go to Ashland anymore. We'll stay in Livermore for professional Shakespeare." For 11 years, I have represented Shakespeare Associates and organized the readers theater for "Livermore Reads Together" at the library. Recently we collaborated with ABLE (Black Leadership at the Lab) for the very successful "March by John Lewis" program. As a board member and performer with Encore Players I can add that Shakespeare's Associates has supported us in many ways -- publicity, attendance, affordable rehearsal space. They are a good neighbor to the theater and wine community and an asset to Livermore.

Thank you, Donna Blevins

From:	Carolyn Lord
To:	Cityclerk - Livermore
Subject:	City Council Meeting, Monday, May 23, Livermore Shakes
Date:	Monday, May 23, 2022 12:40:45 PM

Dear City Clerk,

Please covey to the Livermore City Council that I strongly disagree with the proposal to sell land for a black box theater as such a deep discount. If they want the land, they can buy it at market value.

I have strong feelings about this because in 2007, as Livermore Performing Art Center's 500 seat Bankhead Theater was being built, I interviewed Len Alexander in the LVPAC's office in the Old Theatre Mall. He said that if they fail, they will shutter the building. When they did fail, I felt the City of Livermore was coerced into taking over the building yet wasn't able to take over its management. City monies for private projects.

The black box proposal smells the same: is the City of Livermore interested in owning another single-use building?

I'm not involved with the theater group and as an observer, I think that there is no need to build something new. A black box could fit into any of the current empty commercial spaces in downtown: Pacific Bell building, bank on 2nd and Livermore, bank on 3rd and K, and in the soon to be available commercial spaces on 1st between K and L. There would be no permit or construction delays, just tenant improvement. After all, isn't that where black box theatres got their start by Creating a space in a non-theatre venue, adapting a warehouse, storefront, or basement into an edgy performance venues.

Carolyn Lord
[redacted]

From:	Katie Marcel
To:	Cityclerk - Livermore
Subject:	Comment on Item 5.1, Shakespeare"s Associates, Inc. DDA
Date:	Monday, May 23, 2022 11:42:27 AM
Attachments:	InnoTriValley.LetterofSupport.SPARC.5.23.22.pdf

Attached please find Innovation Tri-Valley Leadership Group's statement of support for the Shakespeare and Performing Arts Regional Company Black Box Theater development.

Warm regards,
Katie Marcel

--

Katie Marcel (she/her)
Director of Brand Marketing
Innovation TRIVALLEY Leadership Group

kmarcel@innovationtrivalley.org
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TRIVALLEYCONNECT.org

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May 23, 2022

The Honorable Bob Woerner, Mayor of Livermore
The Honorable Gina Bonanno, Vice Mayor of Livermore
City Council Member Bob Carling
City Council Member Brittni Kiick
City Council Member Trish Munro

RE: SPARC DDA

Dear Mayor Woerner, Vice Mayor Bonanno and Members of the City Council:

On behalf of Innovation Tri-Valley Leadership Group, thank you for the opportunity to share our continuing support for Shakespeare and Performing Arts Regional Company's performance facility in downtown Livermore. We encourage you to authorize the Disposition and Development Agreement with SPARC to move this exciting project forward.

Innovation Tri-Valley Leadership Group is led by business leaders and influencers committed to connecting businesses, research labs, educational institutions, and civic leaders in the Tri-Valley region. The Tri-Valley's unparalleled quality of life is greatly enhanced by its cultural institutions. SPARC has been a part of the Tri-Valley's cultural tourism engine for 20 years and the organization has a proven record of both attracting tourism to the wine region and creating a sense of place and community here in the Tri-Valley. SPARC's plan to build a Theater Lab, a place where art is created, not just brought in from outside, will reflect our community's innovative and creative spirit.

5960 Inglewood Dr., Suite 201, Pleasanton, CA 94588 | Office: 925.989.0188

The theater company's ability to thrive, even during COVID, with educational and outdoor programming demonstrates the skills necessary to expand educational and cultural programming into their new building. We urge you to move forward today so that the region can soon benefit from having an accessible cultural amenity for all to enjoy.

Sincerely,



Lynn Wallace Naylor
CEO, Innovation Tri-Valley Leadership Group

From:	BRYAN WEBER
To:	Cityclerk - Livermore
Subject:	in support of Staff's Recommendation on 5.1 to grant the DDA to Shakespeare's Associates, Inc.
Date:	Monday, May 23, 2022 11:45:50 AM

Greetings,

My name is Bryan Weber. I am a long-term Livermore resident and homeowner.

I support staff's recommendation on item 5.1 for the Council to direct the City Manager to sign the DDA with Shakespeare's Associates.

I have seen Livermore transform over the years and decades and I continue to marvel at how Livermore, and particularly the downtown has blossomed in recent years. I believe that the Bankhead theater and the vibrant arts community has played an important role in the wonderful transformation that I've witnessed.

I have been a long time fan and supporter of Livermore Shakespeare and am proud of how they too have blossomed over the years. I am enthusiastic about the vision they have created for a Theater Lab in downtown Livermore.

From:	Donna Edwards
To:	Cityclerk - Livermore
Subject:	in support of Staff's Recommendation on 5.1 to grant the DDA to Shakespeare's Associates, Inc.
Date:	Monday, May 23, 2022 7:38:08 AM

My name is Donna Edwards Weber. I am a long-term Livermore resident.

I support staff's recommendation on item 5.1 for the Council to direct the City Manager to sign the DDA with Shakespeare's Associates.

Shakespeare's Associates has been a contributor to the Tri-Valley cultural scene for 20 years now. Their ability to create a sense of place and community here in the Tri-Valley are proven and bode well for creating a central cultural facility in downtown Livermore that will serve the mega-region.

We're proud to have our own professional producing theater in the Tri-Valley, in SPARC Theater, formerly known as Livermore Shakespeare Festival. Livermore is already a hub for not only the Tri-Valley, but counties beyond, with its historic downtown, the wine region, and the Bankhead Theater. Building a Theater Lab, a place where art is created, not just brought in from outside, will reflect our community's innovative and creative spirit.

From: Laning Thompson
To: Cityclerk - Livermore
Subject: Item 5.1 Comment
Date: Monday, May 23, 2022 11:45:08 AM

Comment on Item 5.1 at May 23, 2022 City Council meeting:

I'm Laning Thompson, a Livermore homeowner, and I support staff's recommendation for item 5.1 that the Council direct the City Manager to sign the DDA with Shakespeare's Associates. I'm really looking forward to being able to see SPARC's delightful performances in a permanent setting. This new, intimate theater will attract many more families to Livermore than any additional open space could have!

From: California Legal Services
To: Cityclerk - Livermore
Subject: Item 6.3 and 5.1
Date: Monday, May 23, 2022 6:03:53 AM

I am against the approval for Eden housing on Lucky's site for a number of reasons.

The way we read it is that once approved tonight, this cannot be changed or canceled by future city councils. The current mayor and city council should be ashamed of themselves for trying these political games to force our citizens to accept the Eden housing project at the Old Lucky's site when they know a majority of the citizens oppose it.

Besides the fact that I am fully against this project going in at the Lucky's site vs. the big public park/plaza that we are promised, I have grave concerns regarding the traffic and congestion this will cause. I have read thru the latest traffic study done with Eden housing residents' traffic. Even with just this one project noted in the study, the traffic on Railroad between L and South Livermore was already at a near "fail" level. What the city planners conveniently didn't include was to also include the Legacy housing parking traffic, the Hotel Parking garage, and the expansion of the exiting I street garage. The number of cars on Railroad Avenue and First Street during peak hours is way underestaimed and will surely not pass any acceptable level.

In reading through this planning documents, I also see unacceptable financial information. For Eden to "rent" a parking garage spot from us taxpayers at $300 per year when our "cost" of construction is approximately $1250 averaged per year (at 55 years as your study suggests). Also, to even accept that there will only be 16 overflow spots in the L Street Garage vs.the more realistic parking estimate of 1.75 cars per unit, we are really looking at over 100 spots needed. The financial numbers are so poorly misrepresented that this cannot be accepted by our citizens.

Another glaring mistake is the park construction figures. For construction only of this "public park" that Eden will construct but he City will pay for, a $5.5 million construction cost was cited in these planning documents. The total cost of the land at almost 3 full acres being sold to Eden is $7.8 million, but they are getting $5.5 just for construction costs of some grass and trees? Whomever feels this is acceptable should not be in charge of our city finances. This is corruption at it's most blatent level.

The city council should not do anything with the Eden Housing project at this time. There is major community outrage about this project as it will ruin our downtown forever. Converting these meetings back to zoom only while knowing this is a HUGE community outrage is shameful. Trying to limit our voices by holding this meeting by Zoom is unacceptable and this vote needs to be held off until citizens can come in to the council chambers and face our cowerdly council regarding this issue.

Also on the Shakespeare agenda item 5.1, I find that with Bob Carling and Trish Monroe being sponsors, there is a conflict of interest and they should not be allowed to vote on this item.

Robin Groth-Hill
California Legal Services
[redacted]

From: Dawn W
To: Cityclerk - Livermore
Subject: Submission of comment for meeting
Date: Monday, May 23, 2022 11:30:17 AM

Hello my name is Dawn Wantroba. I am a resident home owner in Livermore. I support staffs recommendation on item 5.1 for the Council to direct the city manager to sign the DDA with Shakespeare's Associates. The downtown plan has been created, adapted and refined over the last 22 years. The parking is going up. It's exciting to see this next piece of the plan move into place. The theater company collaborates with other groups and has a dozen cultural core members ready to program the new space with exciting and diverse shows and events.
Thank you for your time to read this.
Dawn Wantroba

Sent from my iPhone

From:	Hester Wagner
To:	Cityclerk - Livermore
Subject:	in support of Staff's Recommendation on 5.1 to grant the DDA to Shakespeare's Associates, Inc
Date:	Monday, May 23, 2022 11:42:50 AM

Hello,
My name is Hester Wagner. I work in Livermore for Futures Explored, which trains adults with developmental disabilities to become filmmakers. I support staff's recommendation on item 5.1 for the Council to direct the City Manager to sign the DDA with Shakespeare's Associates. Shakespeare's Associates has been a great collaborative partner over the last 10 years that we have had our program in Livermore, including hiring us to make videos for them, and hiring our students as summer interns. The downtown space will allow us to increase this partnership and create a more inclusive community for all Livermore's residents.
Thank you for your time,
Hester

Hester Wagner
Director of Film and Media Services: Futures Explored
Cell: 916-416-5487
hesterwagner@futures-explored.org
www.futures-explored.org

From:	Bryan Balazs
To:	Cityclerk - Livermore
Subject:	Support of Staff's Recommendation on Item 5.1 to grant the DDA to Shakespeare's Associates, Inc.
Date:	Sunday, May 22, 2022 2:13:11 PM

Hello,

My name is Bryan Balazs, and I have been a resident of Livermore since 1992. I am the current Chair of the Board of Directors for Shakespeare's Associates, doing business previously as Livermore Shakespeare Festival (Shakespeare in the Vineyards) and now SPARC (Shakespeare and Performing Arts Regional Company).

I support Livermore City Staff's recommendation on Agenda Item 5.1 of the May 23 City Council meeting, to direct the City Manager to sign the Disposition and Development Agreement (DDA) with Shakespeare's Associates. I am excited to see that a number of key aspects of the Livermore downtown development are coming to fruition, and Shakespeare's Associates is proud to be part of a vibrant evolving downtown that will offer more venues for creativity, inclusivity, development of community, tourism, and a greater connection between Livermore and the greater Bay Area.

Thank you,
Bryan Balazs
Chair, Board of Directors, SPARC / Shakespeare's Associates

From:	Triska, Mark
To:	Cityclerk - Livermore
Cc:	Maria G - Ahsa (mmtriska1@me.com); Lisa Tromovitch
Subject:	Upcoming Agenda item 5.1 re the DDA for the SPARC Theater in downtown Livermore
Date:	Sunday, May 22, 2022 11:18:03 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.png

We support staff's recommendation on item 5.1 for the Council to direct the City Manager to sign the DDA with Shakespeare's Associates.

The ability to continue to support cultural arts in our downtown like the SPARC is critical to ensuring that downtown Livermore provides a good compliment to the Bankhead with multiple venues to support a vibrant community and downtown economy.

This small theater and venue will allow both our local community arts and outside artists catering to a smaller, more intimate crowd to thrive. I think of Ashland, Oregon and their multiple venues as a good example of what downtown Livermore could provide.

Please vote to support SPARC in downtown Livermore.

Thank you, Mark and Maria Triska

[redacted]

Livermore CA 94550

Mark Triska, SIOR
Executive Vice President| Pleasanton
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SIOR

LIVERMORE
CALIFORNIA

INTEROFFICE MEMORANDUM

Date: May 23, 2022

To: Mayor Woerner, City Council

From: Paul Spence
Community Development Director

Subject: May 23, 2022, Item 5.1: Disposition and Development Agreement with Shakespeare's Associates, Inc. Public Hearing

During the meeting this evening, May 23, 2022, Council will hold a public hearing on the Disposition and Development Agreement between the City of Livermore and Shakespeare's Associates, Inc. and authorize the City Manager to execute the DDA and all related documents necessary to implement the DDA.

One of the resolutions being brought forward is declaring that a city-owned parcel is exempt from surplus land pursuant to government code section 54234(a)(1). The resolution reads, in part, "*…3.8 acres of real property located generally between North L Street, Railroad Avenue, First Street, and the Bankhead Theater, known as the Downtown Core Catalyst site…*".

Since publication of the agenda item, an error has been noted. The resolution should have read "…*3.8-acres of real property located generally between South L Street, Railroad Avenue, First Street, and the Bankhead Theater known as the Downtown Core Catalyst site* …"

A revised resolution is attached for Item 5.1, and staff recommends that Council adopt it during tonight's meeting, May 23, 2022.

Attachment:

1. Revised Resolution Declaring that a city-owned parcel is exempt surplus land pursuant to government code section 54234(a)(1).

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DECLARING THAT A CITY-OWNED PARCEL IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54234(a)(1)

The City of Livermore ("City") is the owner in fee simple of a parcel of land; Parcel A of Parcel Map 11239 (APN 098- 0289-24), hereinafter "the Property".

On January 30, 2018, the City Council approved a plan for the Downtown Core, which included a black box theater on the Property as part of the development of Stockmen's Park.

On July 24, 2018, the City entered into an Exclusive Negotiating Rights Agreement ("ENRA") with Shakespeare's Associates, Inc. to establish procedures and standards to negotiate a purchase and sale agreement for the disposition and development of the Property, for the purpose of building a black box theater. The ENRA was extended, based on City Council authorization, on May 14, 2019; January 14, 2020; May 19, 2020; November 30, 2020; July 13, 2021; and December 13, 2021, and has remained in effect since its original execution.

On August 7, 2018, the Livermore Planning Commission considered the disposition of approximately 3.8 acres of real property located generally between South L Street, Railroad Avenue, First Street, and the Bankhead Theater, known as the Downtown Core Catalyst site for the purposes of implementing the Downtown Core Concept and found the disposition to be consistent with the General Plan in accordance with Government Code section 65402 (Resolution 28-18). The 3.8-acre property evaluated for this finding included the Property for the Black Box Theater.

Section 54234(a)(1) of the Surplus Land Act, and the California Department of Housing and Community Development's Surplus Land Act Guidelines, state that if a local agency, as of September 30, 2019, has entered into an agreement to dispose of property, and the disposition of the property is completed by December 31, 2022, the local agency is exempt from the Surplus Land Act.

The City entered into an agreement, the ENRA, with Shakespeare's Associates Inc., to dispose of the Property, on July 24, 2018, and that agreement has remained in effect, through several extensions, since the time of the initial agreement. The City is now entering into a Disposition and Development Agreement (DDA) to dispose of the Property by August 31, 2022, which is in advance of the December 31, 2022, deadline established by Government Code section 54234(a)(1).

For the reasons stated above, the conveyance of the Property is exempt from the Surplus Land Act pursuant to Government Code section 54234(a)(1).

On May 11, 2022, the City notified the California Department of Housing and Community Development ("HCD") that it determined that the Property (Parcel A of Parcel Map 11239, APN 098- 0289-24) was exempt from the Surplus Land Act and supported such determination with written findings.

On May 23, 2022, the City Council of the City of Livermore adopted a resolution finding that the Disposition and Development Agreement with Shakespeare's Associates, Inc., including the conveyance of the Property (Parcel A of Parcel Map 11239, APN 098- 0289-24), from the City to Shakespeare's Associates, Inc., is within the scope of the 2004 Downtown Specific Plan Environmental Impact Report and the Downtown Specific Plan 2009 Subsequent Environmental Impact Report and the addendums adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178, and is subject to applicable mitigation measures. The Project is also exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines 15332 (infill projects).

NOW, THEREFORE, BE IT RESOLIVED that the conveyance of the Property, identified as Parcel A of Parcel Map 11239 (APN 098- 0289-24) is exempt under the Surplus Land Act pursuant to Government Code section 54234(a)(1). The City and Shakespeare's Associates, Inc. entered into a legally binding agreement to dispose of the Property prior to September 30, 2019, and the sale will be completed prior to December 31, 2022.

On motion of Council Member _____, seconded by Council Member_____, the foregoing resolution was passed and adopted on May 23, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
Sr. Asst. City Attorney

From:	Katie Marcel
To:	Cityclerk - Livermore
Subject:	Comment on Item 6.1, Tri-Valley Conservancy sewer extension
Date:	Monday, May 23, 2022 11:38:03 AM
Attachments:	InnoTri-ValleyStatementofSupport.TVC5.23.22.pdf

Attached please find Innovation Tri-Valley Leadership Group's statement of support for the Tri-Valley Conservancy Sewer extension project.

Warm regards,
Katie Marcel

--

Katie Marcel (she/her)
Director of Brand Marketing
Innovation TRIVALLEY Leadership Group

kmarcel@innovationtrivalley.org
www.innovationtrivalley.org
TRIVALLEYCONNECT.org

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May 23, 2022

The Honorable Bob Woerner, Mayor of Livermore
The Honorable Gina Bonanno, Vice Mayor of Livermore
City Council Member Bob Carling
City Council Member Brittni Kiick
City Council Member Trish Munro

RE: Tri-Valley Conservancy South Livermore Sewer Extension

Dear Mayor Woerner, Vice Mayor Bonanno and Members of the City Council:

On behalf of Innovation Tri-Valley Leadership Group (ITV), thank you for the opportunity to share ITV's support of Tri-Valley Conservancy's South Livermore Sewer Extension project initiative. Innovation Tri-Valley Leadership Group is led by business leaders and influencers committed to connecting businesses, research labs, educational institutions, and civic leaders in the Tri-Valley region.

ITV acknowledges that a key driver of our region's unparalleled quality of life and destination tourism engine is our world-renowned wine country. Our regional brand-building work shines a light on the Tri-Valley as a unique innovation hub, in large part due to the excellent quality of life the region delivers. We support the expansion of the sewer facilities to allow existing and future wineries, and visitor-serving uses to connect to the City's wastewater system in conformance with the Livermore General Plan, South Livermore Valley Specific Plan, and/or South Livermore Valley Area Plan, subject to the provisions of Alameda County Measure D.

We urge you to support this extension as it is of critical importance to the future economic viability of agriculture and viticulture in the South Livermore Valley area.

Sincerely,

Lynn Wallace Naylor, CEO, Innovation Tri-Valley Leadership Group

5960 Inglewood Dr., Suite 201, Pleasanton, CA 94588 | Office: 925.989.0188





South Livermore Valley Urban Growth Boundary Initiative Language

May 23, 2022

Presented by

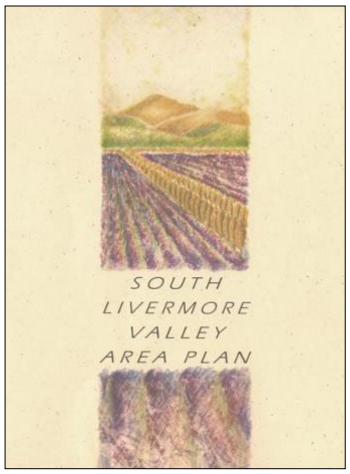
Andy Ross, Senior Planner

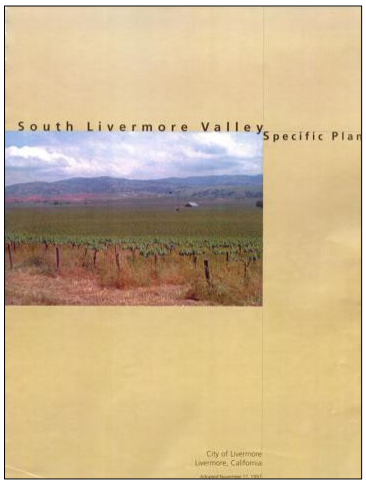
Steve Stewart, Planning Manager

LIVERMORE CALIFORNIA

1

South Livermore Valley - Background



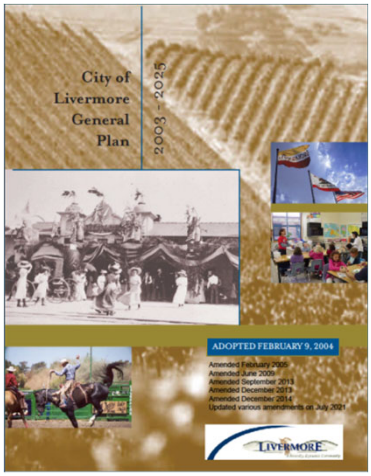


LIVERMORE CALIFORNIA

2

Initiative Framework

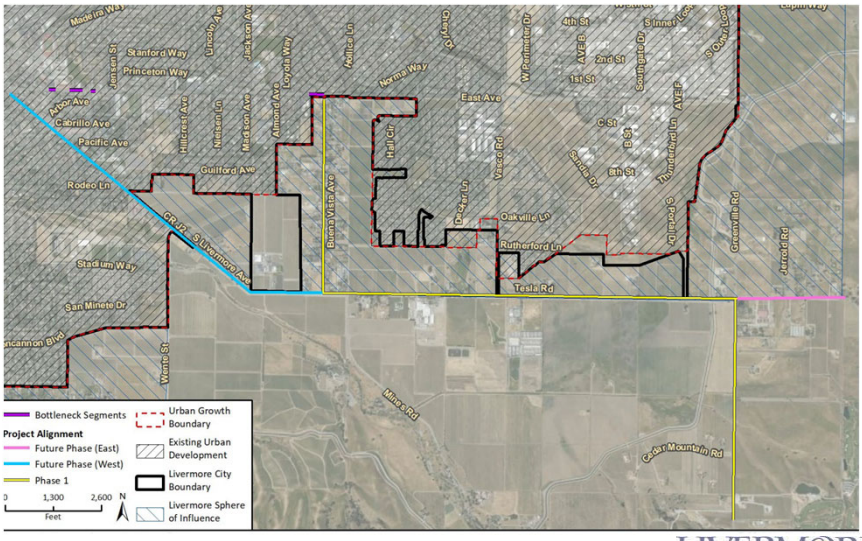
- Does not change the location of the Urban Growth Boundary
- Amends Livermore General Plan Land use policies
- Allows the City to provide sewer service to parcels in the South Livermore Valley to serve wine country uses
- Facilitates the goals of the Livermore General Plan, County's Area Plan, and Livermore Specific Plan to create and protect South Livermore as a premier wine region destination



LIVERMORE CALIFORNIA

3

Potential Future Sewer Project / Alignment



LIVERMORE CALIFORNIA

4

Staff Recommendation

Staff recommends the City Council discuss and then direct staff to prepare final language for a ballot initiative to protect water quality and agriculture in the South Livermore Valley.

LIVERMORE CALIFORNIA

5

From:	Alan Burnham
To:	Cityclerk - Livermore
Subject:	Comments on agenda item
Date:	Sunday, May 22, 2022 6:23:46 PM
Attachments:	May22 Comments on Draft Housing Element.pdf

Dear City Clerk,
I have attached comments on the Draft Housing Element relative to agenda item 6.2 for the May 22 meeting.
Alan Burnham

May 22, 2022
To: City Council Members
From: Alan Burnham

I am writing to express some concerns about the Draft 2023-2031 Housing Element. Some of my concerns have been expressed before but have not been addressed. Some are based on a new reading. The following are areas I think needed improvement. My previous comments are appended, because some of that information is still pertinent.

1. The document is very long and not user friendly to the average citizen. The most important part is the map section near the end. Figures A1a-d are the bottom-line conclusion of the analysis and should be in the Executive Summary. One can see at a glance what land is potentially available, which makes the Executive Summary more complete and useful.
2. One of the recommendations of the General Plan update committee was to talk to landowners to understand their intentions. I realize that this may not be practical for this document, but there needs to be a disclaimer somewhere that some owners may not want to develop their land in the Housing Element time period, but there are also some parcels not currently zoned for housing that could become available. For example, did not the owner of the commercial park at the corner of Concannon and Holmes wish to have the northern portion used for senior housing?
3. The document uses 2019 estimates rather than 2020 census values for race and ethnicity. The latter have been shown to have serious errors. For example, a recent study of vaccination rates using 2019 county data indicates that more than 100% of the Asian population was vaccinated. Using 2020 actual counts gave more reasonable vaccination rates to inform a better city policy.
4. Using population and demographic differences over the past ten years over the past ten years are unreliable indicators of the next ten years. All characteristics are nonlinear to some extent, and some sufficiently so that serious errors can occur. For example, looking at 30-year trends suggests that Hispanic population may be plateauing but the increases in “Asian” and “Other and mixed race” populations are accelerating. The Asian population may exceed the Hispanic population before the end of this Housing Element term. What, if any, are the implications of those trends on needed new housing?
5. The encouragement of ADUs was discussed at the General Plan update committee meeting. Program element 1.4.1 Action D was mentioned. It does not currently mention senior housing, but perhaps it should. The text on page 4-2 mentions the use of ADUs for extended family units, which could be children or parents. It should be noted that this is an issue for when fee waivers or other economic incentives are granted. I am not proposing a recommendation, but the issue should be flagged for consideration.

6. There are some demographic comparisons to Alameda County as a whole. The fact is that Tracy is closer to Livermore than the Fremont to Berkeley Corridor, so it is not clear to me Alameda County is the only or most useful comparison. There should be at least a passing comparison to our nearest neighbors, Pleasanton and Dublin, particularly since they may indicate some trends in our future.

	Liv	Dub	Pleas	total	Percent
Hispanic	18978	8351	7882	35211	14.6%
White only	48449	18149	34332	100930	42.0%
Asian	12633	38858	31500	82991	34.5%
total	87955	72589	79871	240415	100.0%

Livermore

Total:	87,955
Hispanic or Latino	18,978
Not Hispanic or Latino:	68,977
Population of one race:	63,598
White alone	48,449
Black or African American alone	1,604
American Indian and Alaska Native alone	203
Asian alone	12,633
Native Hawaiian and Other Pacific Islander alone	209
Some Other Race alone	500
Population of two or more races:	5,379

Dublin

Total:	72,589
Hispanic or Latino	8,351
Not Hispanic or Latino:	64,238
Population of one race:	60,665
White alone	18,149
Black or African American alone	2,740
American Indian and Alaska Native alone	376
Asian alone	38,858
Native Hawaiian and Other Pacific Islander alone	202
Some Other Race alone	340
Population of two or more races:	3,573

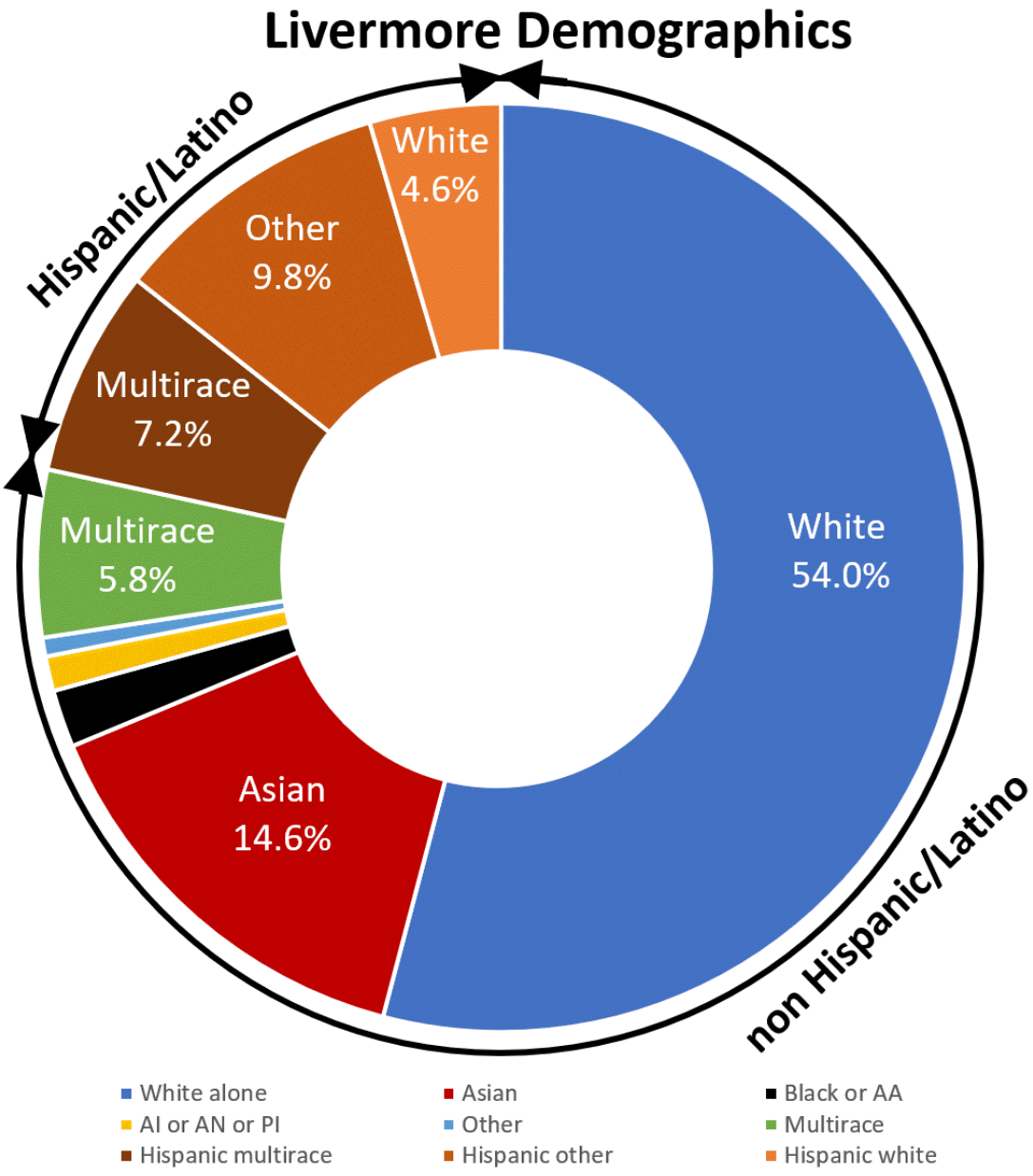
Pleasanton

Total:	79,871
Hispanic or Latino	7,882
Not Hispanic or Latino:	71,989
Population of one race:	67,883
White alone	34,332
Black or African American alone	1,332
American Indian and Alaska Native alone	137
Asian alone	31,500
Native Hawaiian and Other Pacific Islander alone	110
Some Other Race alone	472
Population of two or more races:	4,106

From: akburnham@[redacted]

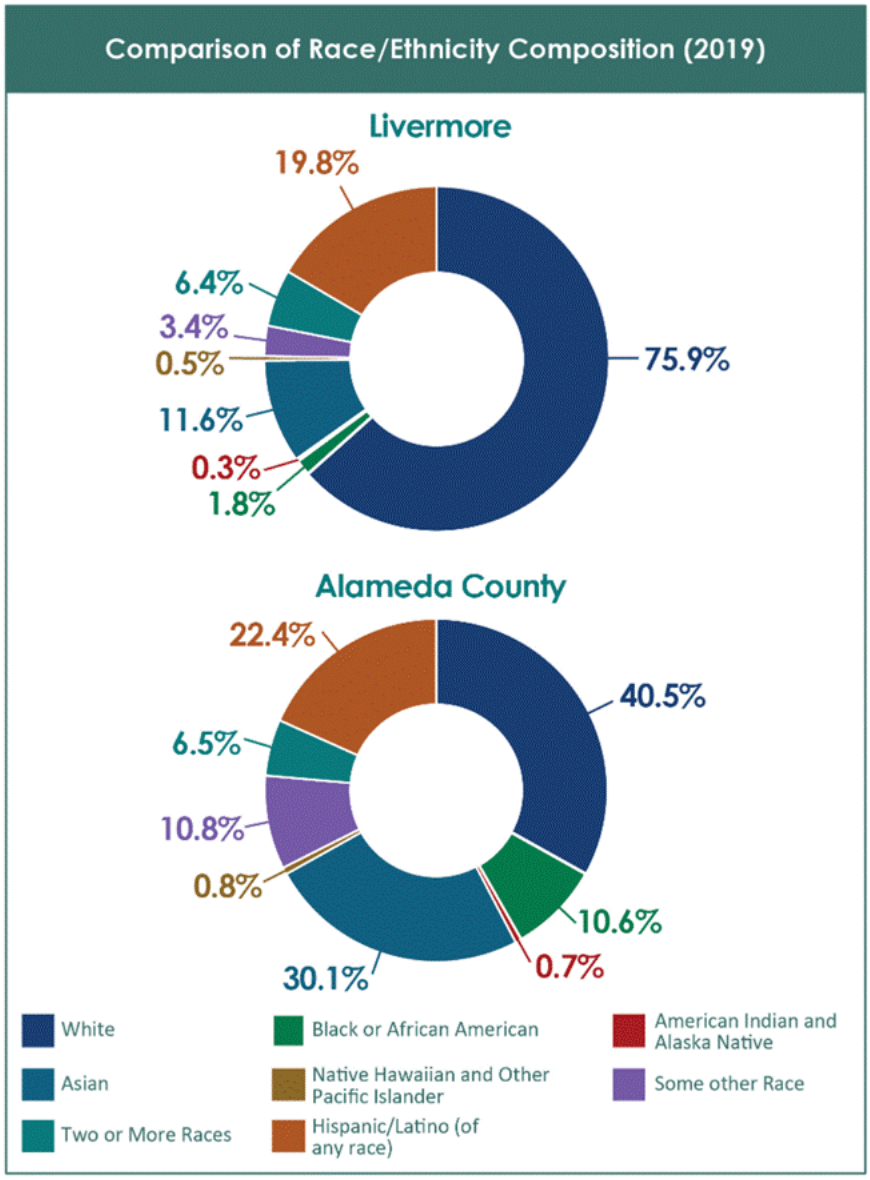
Sent: Friday, April 15, 2022 7:21 PM
To: [redacted]
Subject: RE: April 13 GPAC meeting follow up

Rather than just being critical, I thought of a way to properly present the data. I've not seen anyone do this before.



From: akburnham@[redacted] <akburnham@[redacted]>
Sent: Friday, April 15, 2022 5:51 PM
To: [redacted]@cityoflivermore.net>
Subject: RE: April 13 GPAC meeting follow up

[redacted],
To follow up on my comment about the makeup of Livermore's population at the general plan meeting, the information in both the presentation and the Existing Conditions is terribly out of date as well as being presented in a misleading manner. Take a look at these graphs:



My first criticism is that the sums of the pie charts don't add up to 100%, as any self-respecting scientist would demand. Livermore's adds to 119.7%. Second, they use 2019 projections, which the 2020 census showed to be seriously wrong. Here are the right numbers:
https://data.census.gov/cedsci/profile?g=1600000US0641992

P1 | RACE

2020: DEC Redistricting Data (PL 94-171) | Universe: Total population

Notes | 1 Geo | Years | Topics | Surveys | Codes | Hide | Transpose | Restore | Excel | CSV | ZIP | Print | More Data | Map

Label	Livermore city, California
Total:	87,955
Population of one race:	75,563
White alone	52,469
Black or African American alone	1,739
American Indian and Alaska Native alone	731
Asian alone	12,819
Native Hawaiian and Other Pacific Islander alone	242
Some Other Race alone	7,563
Population of two or more races:	12,392
Population of two races:	11,370

Ethnicity:

P2 | HISPANIC OR LATINO, AND NOT HISPANIC OR LATINO BY RACE

2020: DEC Redistricting Data (PL 94-171) | Universe: Total population

Notes | 1 Geo | Years | Topics | Surveys | Codes | Hide | Transpose | Restore | Excel | CSV | ZIP | Print | More Data | Map

Label	Livermore city, California
Total:	87,955
Hispanic or Latino	18,978
Not Hispanic or Latino:	68,977
Population of one race:	63,598
White alone	48,449
Black or African American alone	1,604
American Indian and Alaska Native alone	203
Asian alone	12,633
Native Hawaiian and Other Pacific Islander alone	209
Some Other Race alone	500
Population of two or more races:	5,379
Population of two races:	5,011

From the first table, which does not consider ethnicity, here are the percentage breakdowns:

		percent
total	87955	100%
white alone	52469	60%
Asian	12819	15%
black or AA	1739	2%
AI or AN or PI	973	1%
Other	7563	9%

Note that 60% white gives a completely different perspective than 75% white. And 15% Asian is quite a bit higher than 11.6% in the report. The two or more races is double that in the report. These differences mean that the report is qualitatively wrong and highly misleading.

Now consider ethnicity. Hispanic or Latino are 21.5%, which is somewhat higher than 19.8%. Now using tables 1 and 2, we can infer the race of people who identify as Hispanic or Latino.

		percent	nonhispanic	Inferred hispanic	percent
total	**87955**	**100.0%**			
white alone	52469	59.7%	48449	4020	21.2%
asian	12819	14.6%	12633	186	1.0%
black or AA	1739	2.0%	1604	135	0.7%
AI or AN or PI	973	1.1%	412	561	3.0%
Other	7563	8.6%	500	7063	37.2%
two or more	11370	12.9%	5011	6359	33.5%
				18324	96.6%
		reported hispanic/latino		**18978**	

From this, we can see that most Hispanic/Latino consider their race as “other”. This is a change from history, where most considered themselves white. The next largest category is mixed race, followed by white. The small numbers in the other races is a bit baffling, but they are small. The other point that comes out of these numbers is that the non-Hispanic white population is only 55.1%, or a little more than half. Again, presenting a value of 75.9% as the whiteness of Livermore is hugely misleading.

The overall point I am trying to make is that statistics should be reported accurately and not be used to mislead the public. So far, the report falls into the category of “how to lie with statistics”. I don’t mean to be critical of you, but you definitely need better consultants or better review of what they put out.

Alan

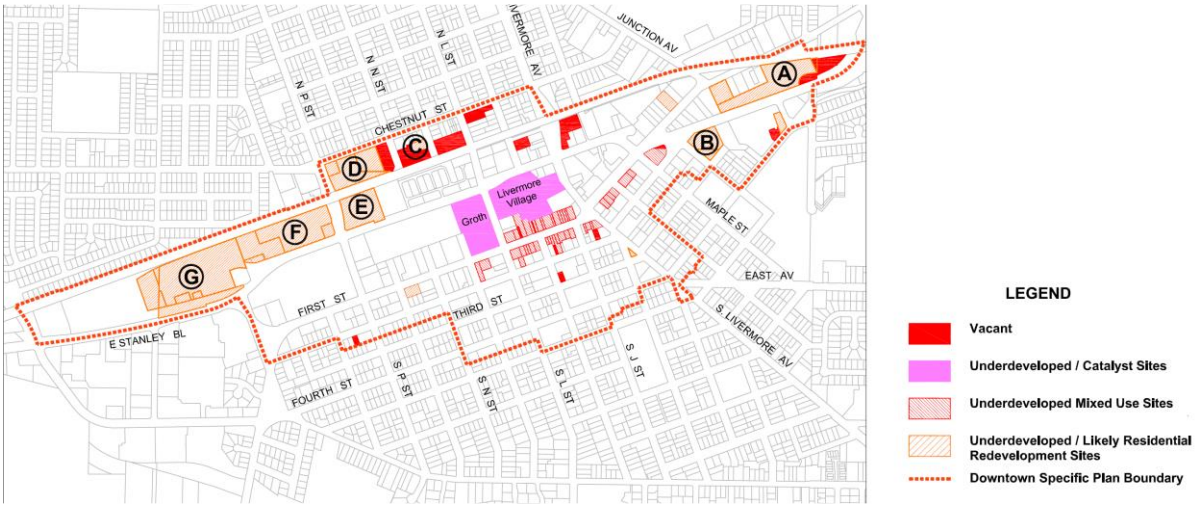
Alan Burnham
November 21, 2021

I am writing to explain and elaborate on my comment that the housing element is not very accessible to the average citizen. I realize that to be approved, there are lots of facts and figures that must be included, but the main points of the plan, if it can be called a plan, should be in a longer executive summary, with the rest of the details be given in the context of what was considered to arrive at the plan. It should not have the design of a mystery novel, where the plot is not resolved until the last few pages.

A concern is that RHNA, while an important constraint, should not be the primary consideration for the housing element. The housing element should take a more general view while including how RHNA figures into achieving the more general view. Also, as was stated at the meeting, RHNA does not address all important issues, with a specific example of senior housing, and our population has been growing older. Will that continue? Also, how might we expect the evolution of transportation modes over the next 20 years affect the nature of housing units? In brief, what are the most important demographic drivers for future housing stock, and why?

Another factor not adequately covered in this document is financial and environmental sustainability. What is the effect of housing density (areal coverage and height) on infrastructure capital and maintenance costs, including streets, power, and water? There is some information on energy use in section 4.5, but only a portion of that consideration. What about other costs, such as public safety, which is a major part of the city's budget? Perhaps some of these issues are addressed in other elements, but there should be cross-referencing.

The bottom line from all the considerations detailed in the first portion of the housing element is what parcels are designated for what kind of housing. There are tables of specific parcels, but they are not informative to the general public. Maps would be far better in an Executive Summary. I gave the example of the downtown map in an appendix, and from it, I have serious reservations about the plan.

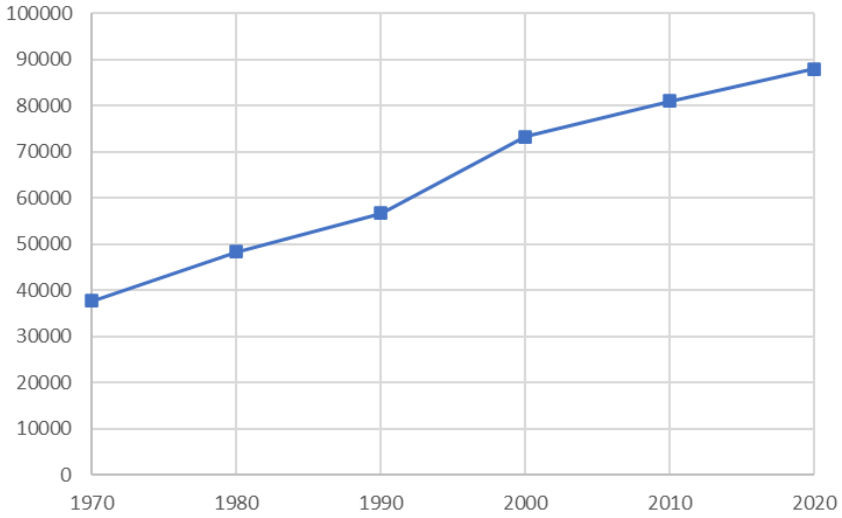


While I understand that downtown retail may decline because of e-commerce, I think it is highly unlikely that most of sites F and G will be converted to housing in the next 10-20 years. I go to some store or

restaurant in those tracts every week. Will the bowling alley have a rebirth? Given these concerns, I would like to see all the other maps to see whether they have serious flaws, also.

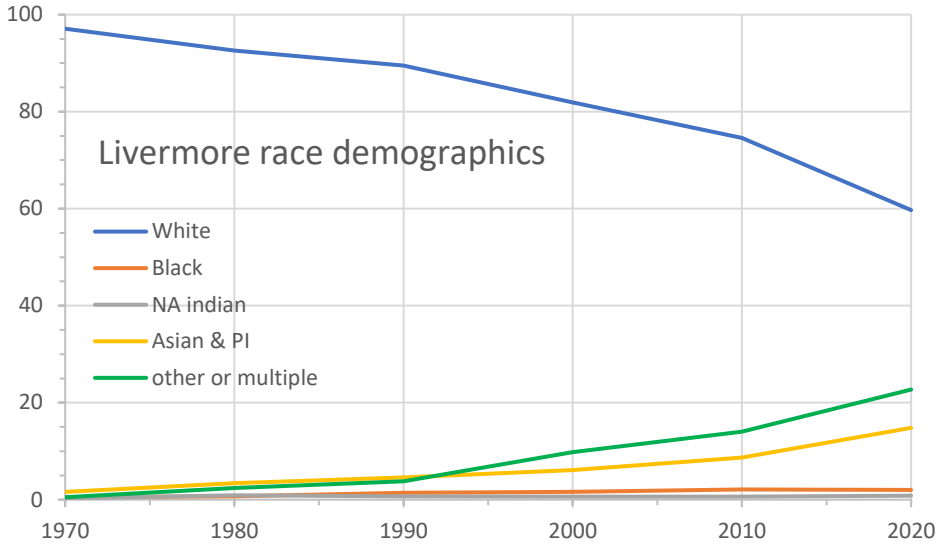
The 2015 housing element presented a lot of demographic data, with the implication that it should inform the housing policy. That is appropriate. However, I sometimes found the connections the the housing plan hard to find. Further, I think more than two census numbers (10-yr interval) are needed to understand trends. Is a demographic group changing linearly, exponentially, or sigmoidally? It makes a difference in any projection!

I start with a plot of population over the past 50 years. It has a noticeable difference from linearity—there was a big jump between 1990 and 2020, presumably because there were more housing units built during that decade. Is the slower slope in the last 20 years due to less building or smaller family units? How might that inform the housing plan? How will the slope be affected by new mandates? What is the population at ultimate buildout?



I also explored the linearity issue a little with race and ethnicity, because the 2020 results are available, even though they may not be the most important characteristic defining housing needs. I cannot find complete information for 1970-1990. With these qualifications, I make the following observations in the following imperfect table about race and ethnicity.

Race	1970	1980	1990	2000	2010	2020
White	97.1	92.6	89.5	81.9	74.6	59.7
Black	0.5	0.7	1.4	1.6	2.1	2.0
NA Indian	0.3	0.9	0.7	0.6	0.6	0.8
Asian & PI	1.6	3.4	4.6	6.1	8.7	14.8
other or multiple	0.5	2.4	3.8	9.8	14.0	22.7
Total	100	100	100	100	100	100
Ethnicity						
Hispanic	4.8	8.1	9.9	14.4	20.9	21.6
Non-Hispanic White				74.4	64.7	55.1
Other				11.2	14.4	23.3
Total				100.0	100.0	100.0



1. The Hispanic percentage seems to be leveling off. Will that be true 10 and 20 years out? What difference would it make?
2. The Asian/PI and other/multiple race portions are growing exponentially now but must level off eventually in a sigmoidal fashion. In 10 years, will the Asian population be greater than Hispanic as it is in Pleasanton and Dublin?
3. The decline in both White and non-Hispanic White has accelerated recently, and we don't know if and where it might level off in a sigmoidal fashion.
4. The Black percentage has been roughly stable since 1980. Will that continue?
5. The other or multiple race increase suggests that most conversations are not including a major portion of the population. Who are these people and what are their characteristics? For example, are Hispanics increasingly listing their rate as other?
6. School demographic data indicates that Hispanic children have a higher percentage of the total than the general population, in large part because Whites are generally older and have grown children. Will this lead to a new surge in Hispanic percentage of adults? What is the age distribution of Asians? Are they younger or older than Hispanics? Will this help provide better estimates of demographics 10-20 years out?
7. Other Census data indicates that the population is getting older, with the median age increasing from 25.3 in 1970 to 38.3 in 2010. Did that trend continue in 2020? Correspondingly, >65 portion doubled and the <5 nearly halved during that time. Also, the average household size decreased from 3.45 in 1970 to 3.19 in 2010. Will those trends continue and what are the implications?
8. The housing element must use actual 2020 census data rather than estimates. While examining COVID vaccination rates this year, I found significant differences in the 2020 numbers compared to the 2019 projections—Whites were overestimated and Asians were underestimated. This led to errors in vaccination rates large enough to give incorrect policy guidance. The 2020 age distributions are not yet out to my knowledge, but they should be soon I would think.

With all this being said, I wonder if the more important issue is how age distributions, family sizes, and income diversity will evolve over the next 20 years. How have they changed over the past 50 years to guide projections? Is there any particular relationship to race and ethnicity?

Draft 2023-2031 Housing Element

City Council

May 23, 2022

Presented by Amy Sinsheimer, PlaceWorks
Tricia Pontau, Associate Planner, City of Livermore

1

Presentation Overview

- Housing Element Schedule
- Next Steps
- Housing Element Content
- Regional Housing Needs Allocation
- Housing Element Programs

2

General Plan Project Overview



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Housing Element Schedule

Task	Timeframe
Draft Housing Element released	May 4, 2022
GPAC meeting: Draft Housing Element	May 11, 2022
Planning Commission review Draft Housing Element	May 17, 2022
City Council review Draft Housing Element	May 23, 2022
Prepare Draft CEQA document	Summer - Fall 2022
First HCD review (90-day review)	June - September 2022
Receive comment letter from HCD	September 2022
Second HCD review (60-day review)	September - November 2022
Prepare Final Housing Element and CEQA document	November - December 2022
Planning Commission review Final Housing Element	December 2022
City Council review Final Housing Element	January 2023
Submit Final Housing Element to HCD	By January 31, 2023

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Next Steps

- First 30-day public comment period ends Friday, June 3
- Staff will revise the Draft Housing Element based on public comment and GPAC, Planning Commission, and City Council feedback (including cost to construct a single-family home)
- The revised draft will be released for a 10-day public review period
- Staff will submit the revised draft to HCD for review
- After addressing HCD comments, staff will release the draft for public comment
- Planning Commission and City Council will review the Final Housing Element in December 2022 and January 2023, respectively
- Final Housing Element is due to HCD by January 31, 2023

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Housing Element Overview

- Required Element of the General Plan
- Plan for accommodating a jurisdiction's fair share of the regional housing need
- State-mandated update schedule
- Reviewed and certified by State Department of Housing and Community Development (HCD) for compliance with State law
- **Adoption Deadline: January 31, 2023**
  - 6th Cycle Planning Period: January 31, 2023 – January 31, 2031
  - 5th Cycle Planning Period: January 31, 2015 – January 31, 2023



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Housing Element Content



- Analysis of existing and projected housing needs
- Inventory of available land for housing
- Analysis of potential constraints on housing (e.g., permit processing procedures, fees)
- Assessment of Fair Housing*
- Evaluation of previous housing element
- Goals, policies, and implementation programs

* new this cycle

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Housing Element Public Engagement



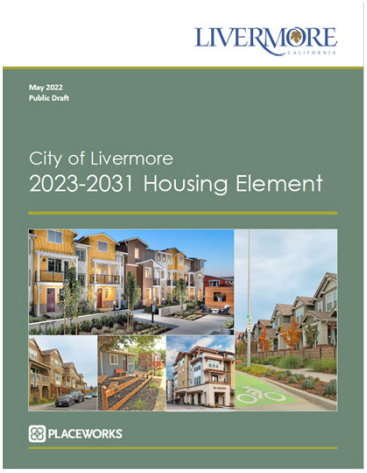
- Community pop-up events
- Stakeholder interviews
- Surveys
- Open House
- GPAC meetings – Nov 2021 & May 2022
- Planning Commission & City Council study session – Jan 2022
- Planning Commission - May 17, 2022

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Draft Housing Element Sections

- Executive Summary
- Introduction
- Housing Needs Assessment
- Housing Opportunities and Constraints
- Housing Resources
- Housing Plan
- Appendix A – Sites and sites maps
- Appendix B – Review of previous housing element programs

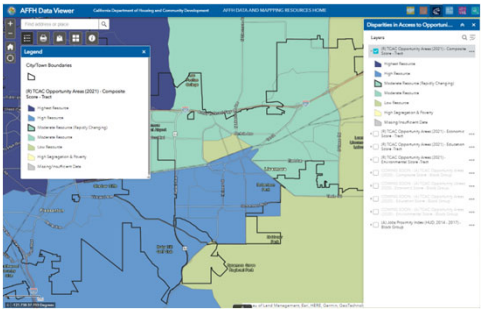


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Data Sources

- HCD pre-approved data packet prepared by ABAG
  - Main data source for Housing Needs Assessment
- HCD Affirmatively Furthering Fair Housing (AFFH) Data Viewer mapping tool
  - Main data source for Assessment of Fair Housing



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Regional Housing Needs Allocation (RHNA)



- State-required process
- Seeks to ensure local jurisdictions are planning for enough housing to accommodate all economic segments
- Local jurisdictions must provide sites with appropriate zoning and housing development strategies to meet their RHNA
- Not a mandate to construct homes

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Livermore RHNA

Income Level	Percent of Median Family Income	Income Range – 4-Person Household	Number of Units
Very Low	50% or less	≤ $68,500	1,317
Low	51% to 80%	$68,501 - $109,600	758
Moderate	81% to 120%	$109,601 - $150,700	696
Above Moderate	More than 120%	> $150,700	1,799
Total			**4,570**

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Livermore Approach to Meeting RHNA

Income Level	Total RHNA	Projected ADUs	Units on Vacant Sites	Units on Non-Vacant Sites	INSP Units	Total Unit Capacity	Surplus RHNA
Very Low	1,317	97	756	11	1,570	2,532	457
Low	758	98					
Moderate	696	97	569	189	0	855	159
Above Moderate	1,799	33	281	24	1,753	2,091	292
Total	4,570	325	1,606	224	3,323	5,478	908

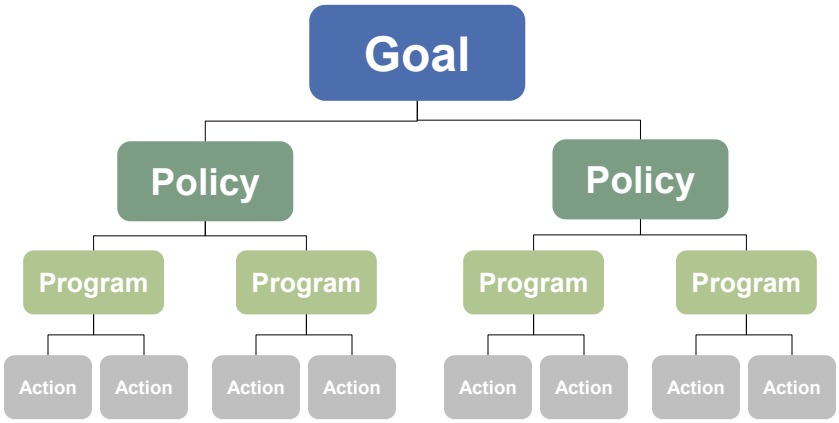
The City does not need to designate or rezone new sites to meet RHNA for this Housing Element cycle (2023-2031).

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Housing Plan Structure

Goals, Policies, and Programs to Guide Housing Development



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Housing Goals

G-1
Diverse Housing Choices

G-2
Well-Managed Growth

G-3
Affordable Housing Production and Preservation

G-4
Healthy and Resilient Housing and Neighborhoods

G-5
Affirmatively Further Fair Housing

G-6
Regional Cooperation to Address Housing Needs

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Summary of Housing Programs

29 Programs

112 Actions

Most programs are continued from existing Housing Element but updated to meet current needs and State law.

- Update City plans and standards to allow a range of housing types, including for residents with special needs
- Streamline permitting processes and provide user-friendly and accessible information about standards and processes
- Focus development in areas with existing infrastructure, transit service, and amenities
- Implement affordable housing regulations and provide resources and assistance to affordable housing developers and service providers
- Update development standards and administer retrofit programs that improve health and safety in housing and neighborhoods
- Administer programs to prevent discriminatory housing practices and remove fair-housing barriers
- Participate in regional efforts to address housing issues

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Programs Required By State Law

- **1.3.1** Development Code and Amendments
- **1.4.1** Reduce Governmental Constraints
- **1.5.2** Licensed Community Residential Care Facilities
- **1.5.3** Special Housing Needs
- **2.1.2** Support Mixed-Use and Transit-Oriented Development
- **3.3.1** Public Outreach
- **3.4.1** Support for Low and Moderate Income Homeowners
- **3.4.2** Rental Assistance and Tenant Support Services
- **3.4.3** Homelessness Intervention
- **3.5.1** Preservation of Subsidized Housing at Risk of Conversion to Market Rate
- **3.5.2** Housing Replacement Program
- **5.1.1** Support Nonprofit Organizations Specializing in Fair Housing Services
- **5.1.2** Reasonable Accommodation

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Programs Proposed In Response to Input Received

- **1.4.1** Reduce Governmental Constraints
- **3.4.1** Support for Low and Moderate Income Homeowners
- **4.1.1** Residential Development Codes and Design Standards
- **4.1.2** Residential Retrofits
- **5.2.1** Fair Housing Policies and Programs

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Recommendation

Staff recommends the City Council provide feedback on the Draft 2023-2031 Housing Element, with an emphasis on the policies and programs.

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From:	Katie Marcel
To:	Cityclerk - Livermore
Subject:	Comment on Item 6.3, Eden Housing, DDLA
Date:	Monday, May 23, 2022 11:35:21 AM
Attachments:	InnoTriValley.LetterofSupport.EdenHousing.5.23.22.pdf

Attached please find Innovation Tri-Valley Leadership Group's statement of support for the Eden Housing development.

Warm regards,
Katie Marcel

--

Katie Marcel (she/her)
Director of Brand Marketing
Innovation TRIVALLEY Leadership Group

kmarcel@innovationtrivalley.org
www.innovationtrivalley.org
TRIVALLEYCONNECT.org

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May 23, 2022

The Honorable Bob Woerner, Mayor of Livermore
The Honorable Gina Bonanno, Vice Mayor of Livermore
City Council Member Bob Carling
City Council Member Brittni Kiick
City Council Member Trish Munro

RE: DDLA , Eden Housing, Downtown Livermore

Dear Mayor Woerner, Vice Mayor Bonanno and Members of the City Council:

On behalf of Innovation Tri-Valley Leadership Group, thank you for the opportunity to share our continuing support for Eden Housing's workforce housing development in downtown Livermore.

Innovation Tri-Valley Leadership Group is led by business leaders and influencers committed to connecting businesses, research labs, educational institutions, and civic leaders in the Tri-Valley region. Last year, ITV launched its Tri-Valley 2040 Vision, a roadmap for the future health of our region. Over 1,000 community stakeholders participated in creating the plan with 'Housing Opportunities for All' being identified as a determining factor for the future success of the region. The Tri-Valley innovation sector has stated that in order for the region to grow in an inclusive way, diverse housing options must be identified and green walkable communities must be created. Eden Housing's project will serve our early career and service industry community members and its location inside the downtown retail and entertainment district keeps the downtown community thriving.

The time for this development is now. Eden Housing can capitalize on current opportunities for tax-advantaged financing under existing state allocation rules. The county allocated $14.4M for this project - and that funding is specific to this particular site in downtown Livermore.

5960 Inglewood Dr., Suite 201, Pleasanton, CA 94588 | Office: 925.989.0188

The Eden Housing project is also a shining example of how downtown living helps lighten the collective carbon footprint.

The Tri-Valley is fortunate to benefit from the expertise and leadership of Eden Housing with 50 years of experience building similar developments. Eden Housing is an outstanding, proven partner and we urge you to approve the DDLA for Eden Housing today to keep this critically important development moving forward.

Safe and affordable housing helps families to stay secure, allows communities to thrive, and we applaud and appreciate the Livermore City Council's support of this essential development.

Sincerely,



Lynn Wallace Naylor
CEO, Innovation Tri-Valley Leadership Group

From: Julia Estabrook
To: Cityclerk - Livermore
Subject: Eden Housing Proiect
Date: Sunday, May 22, 2022 3:34:01 PM

Dear City Council Members,
I urge you to vote in favor of the staff recommendations regarding the Eden Housing Project. We must move forward to bring affordable housing to Livermore.
Thank you,
Julia Estabrook

Sent from my iPad

From: Helen Machuga
To: Cityclerk - Livermore
Subject: Eden housing project
Date: Sunday, May 22, 2022 10:58:29 PM

Dear Mayor and City Council Members,

Livermore voters have voted in regular elections and special elections numerous times over a number of years, and every time the measures and candidates supporting the downtown plan have easily prevailed. Prices have continued to rise as the plan is delayed.

As a forty year resident of Livermore, I totally support the implementation of the Eden Plan. We've waited long enough.

Helen Machuga
Sent from my iPhone

From: Lori Kenward
To: Cityclerk - Livermore
Subject: Eden Housing
Date: Sunday, May 22, 2022 9:55:30 AM

I am very much in favor of building the Eden Housing project. We need places for people to live that can't afford the million dollar houses that are for sale in our town. Where are the affordable homes for people? Please vote to proceed with the project.
Thank you,
Lori Day
Retired teacher
Livermore resident

Sent from my iPhone

From: Rifka Several
To: Cityclerk - Livermore
Subject: emailed City Council meeting May 23 comment - agenda item 6.3
Date: Monday, May 23, 2022 11:53:17 AM

Livermore City Council meeting May 23 comment - agenda item 6.3

I am for affordable housing. As someone who would qualify for this, and wants our teachers and public safety personnel to live here in Livermore, of course I am a huge supporter!

However, like a majority of my community members, I am mindful of the good of the entire central downtown area now and for the future. Therefore I strongly object to moving forward with the current placement. This placement is so very costly to us, with huge multi-million payments for contaminate clean-up and providing a narrow park chiefly for the use of the housing complex.

Let's take a moment, take a breath, and really look at the "pros and cons" of this issue. Affordable housing = good! Location that impacts our jewel of a downtown area - not good. Of course this is simplistic, but there is no reason to move ahead while there is still a lawsuit pending.

I say this with continued respect for our leaders and our community, please treat our one and only downtown area with care and thinking of our future. Thank you, Rifka Several

Rifka Several
[redacted]
Livermore, CA 94551
[redacted]

From:	Kristine Kansa
To:	Cityclerk - Livermore
Subject:	in support of Eden Housing on the City Council agenda Monday 5/23
Date:	Friday, May 20, 2022 5:26:53 PM

Hello,
My husband Edward J. Kansa and I, Kristine A. Kansa are long time residents of Livermore. We raised our son here and love living here. We also realize that housing is a real issue for many and particularly for those with a lower income. Our workers should be able to live here in Livermore.

We strongly urge the City to do whatever is necessary to move forward with the Eden housing project. There have been so many delays and the need is urgent. We fully support the City's current plan. Please do everything you can to move the project forward.

Thank you for your efforts to finally build Eden housing.

Sincerely,

Kristine A. Kansa
[redacted] Livermore, CA 94550

From: California Legal Services
To: Cityclerk - Livermore
Subject: Item 6.3 and 5.1
Date: Monday, May 23, 2022 6:03:53 AM

I am against the approval for Eden housing on Lucky's site for a number of reasons.

The way we read it is that once approved tonight, this cannot be changed or canceled by future city councils. The current mayor and city council should be ashamed of themselves for trying these political games to force our citizens to accept the Eden housing project at the Old Lucky's site when they know a majority of the citizens oppose it.

Besides the fact that I am fully against this project going in at the Lucky's site vs. the big public park/plaza that we are promised, I have grave concerns regarding the traffic and congestion this will cause. I have read thru the latest traffic study done with Eden housing residents' traffic. Even with just this one project noted in the study, the traffic on Railroad between L and South Livermore was already at a near "fail" level. What the city planners conveniently didn't include was to also include the Legacy housing parking traffic, the Hotel Parking garage, and the expansion of the exiting I street garage. The number of cars on Railroad Avenue and First Street during peak hours is way underestaimed and will surely not pass any acceptable level.

In reading through this planning documents, I also see unacceptable financial information. For Eden to "rent" a parking garage spot from us taxpayers at $300 per year when our "cost" of construction is approximately $1250 averaged per year (at 55 years as your study suggests). Also, to even accept that there will only be 16 overflow spots in the L Street Garage vs.the more realistic parking estimate of 1.75 cars per unit, we are really looking at over 100 spots needed. The financial numbers are so poorly misrepresented that this cannot be accepted by our citizens.

Another glaring mistake is the park construction figures. For construction only of this "public park" that Eden will construct but he City will pay for, a $5.5 million construction cost was cited in these planning documents. The total cost of the land at almost 3 full acres being sold to Eden is $7.8 million, but they are getting $5.5 just for construction costs of some grass and trees? Whomever feels this is acceptable should not be in charge of our city finances. This is corruption at it's most blatent level.

The city council should not do anything with the Eden Housing project at this time. There is major community outrage about this project as it will ruin our downtown forever. Converting these meetings back to zoom only while knowing this is a HUGE community outrage is shameful. Trying to limit our voices by holding this meeting by Zoom is unacceptable and this vote needs to be held off until citizens can come in to the council chambers and face our cowerdly council regarding this issue.

Also on the Shakespeare agenda item 5.1, I find that with Bob Carling and Trish Monroe being sponsors, there is a conflict of interest and they should not be allowed to vote on this item.

Robin Groth-Hill
California Legal Services
[redacted]

From: Carolyn Lord
To: Cityclerk - Livermore
Subject: May 23 City Council Meeting: Eden Housing
Date: Sunday, May 22, 2022 1:07:19 AM

Dear City Clerk,

I'll only be able to "attend" the City Council meeting via Zoom for an hour because I'll need to leave at 8:00 for another Zoom meeting. Thank you for having an e-mail option so I can still participate!

Please convey to the City Council that I strongly support the building of Eden Housing at the corner of L Street and Railroad Avenue. It is absolutely appropriate to have more housing downtown and the location is ideal because so much is within a 20 minute walk: parks, bus stops and train station; grocery and drug stores; places to eat and drink; churches; schools; banks; bowling alley; and more! Eden Housing will help fill a much needed gap in Livermore's variety of housing choices for its residents, so let's give Eden Housing a neighborly welcome!

Sincerely,

Carolyn Lord
[redacted]

From:	KERI GNECCO
To:	Cityclerk - Livermore
Subject:	Meeting Monday (5/23/22) Regarding the Eden Housing Development in Downtown Livermore
Date:	Sunday, May 22, 2022 3:31:19 PM

To Whom It May Concern,

We are writing to express our support of the present plan for the Eden Housing Development in downtown Livermore. We believe that there is not enough affordable housing in Livermore for our community members with careers in such important areas such as teaching, ministry, social work and other service minded jobs. We need these members to be able to live and serve in the community of Livermore. We recommend that that the proposed plan is continued in a timely manner so that all our community members may live and thrive in Livermore.

Sincerely,
Keri & Tony Gnecco
[redacted]
Livermore, CA

From: Lucy Hair
To: Cityclerk - Livermore
Subject: Public Comment on 23 May City Council Meeting
Date: Monday, May 23, 2022 9:37:32 AM

Public Comment on 23 May City Council Meeting
Agenda Item 6.3

If I understand this correctly, designating the current Eden Housing site as being exempt from the Surplus Land Act means that legally, it must preferentially be used for affordable housing. This seems like a way to work around whatever it is that Livermore citizens think about the use of that site. Even though this is all being done publicly, because it is so tricky to understand just what the implications are of this vote, I think most citizens will not comment or object. But I do. Decisions about Livermore's downtown — which is a shared space and quite lovely, thanks to many previous City Council decisions — should be understandable and shareable by all of us.
Do not vote yes on this, please, no matter how noble it seems.

Lucy M. Hair

From: Sally Mote-Yaffe
To: Cityclerk - Livermore
Subject: Public Comment on May 23 agenda item 6.3
Date: Monday, May 23, 2022 10:18:16 AM

I forgot to put my full name on the previous email I sent

Agenda Item 6.3
Designating the current Eden Housing site as exempt from the Surplus Land Act seems to mean that it must be, legally, used for affordable housing.
On the face of it, it looks like the City Council is trying to, once again, thwart the will of the people and give the citizens of Livermore no say in what happens to the downtown site.
I urge you to vote against this permanent change in how the site is used. The people of Livermore should have the ability to determine the future of the city and it seems that the City Council want to take that ability away from We, the People, with this exemption..

Sally Mote-Yaffe

From: Brian Powell
To: Cityclerk - Livermore
Subject: Re: May 22rd city council meeting
Date: Saturday, May 21, 2022 11:12:37 AM

Dear Mayor Woerner and Livermore City Council members,

Please add my voice to the vast majority of Livermore residents in support of the city's downtown plan and specifically the Eden Housing project to bring affordable housing to Livermore. Every community needs a place where our adult children, especially those like my police officer son-in-law, can afford to live. This need is urgent and significant!

In 2020, Measure P won by over a two-thirds majority vote in favor of approving the development agreement between the city and Presidio to build a hotel. While the small, rich group of "NIMBY" organizers attempting to delay the project via nefarious legal maneuvering continues to badger your constituency, please realize we want action and moving forward with the Eden Housing project is the best outcome for everyone.

Respectfully yours,

Brian Powell

On Sat, May 21, 2022 at 6:59 AM Peg Folta <[redacted]> wrote:

> Oops, I meant May 23rd.
> Peg
>
> Sent from my iPad
>
> > On May 20, 2022, at 4:16 PM, Peg Folta <[redacted]> wrote:
> >
> > If you are not able to attend the zoom meeting and would like to submit comments on Eden Housing, here is the email process.
> > Peg
> >
> > 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.
> >
> > ---------- Forwarded message ---------
> > From: **Peg Folta** [redacted]
> > Date: Fri, May 20, 2022 at 3:58 PM
> > Subject: May 22rd city council meeting
> > To:
> >
> > Hi all,
> >
> > Thank you again for speaking in support of the Eden Housing project at this Monday's council meeting. The agenda was released today and can be found at https://granicus_production_attachments.s3.amazonaws.com/livermore/c11664d831379e78fd6f8d51b9fa07810.pdf. **Eden Housing is the last thing on the agenda, Matters for Consideration 6.3. It should be about 8:30pm when they get to it.**
> >
> > It is a zoom only meeting, changing back from a hybrid meeting. The zoom link is at the beginning of the agenda, join the zoom meeting on or before 8:30. You will see and hear the Council. You will be able to hear anyone the council has unmuted to speak, but you will not see them. To speak, you wait until Matters for Consideration 6.3 starts, then you use the Zoom "raise your hand" feature. When they have finished introducing the matter, the Mayor (or clerk) will list the next 3 people to speak, then unmute the next speaker and ask them to speak. You confirm they can hear you, introduce yourself and have 3 minutes to speak.
> >
> > Let me know if you have any questions.
> > Peg

From: Tim Sbranti
To: Cityclerk - Livermore
Subject: Support for Agenda Item 6.3 - May 23, 2022
Date: Sunday, May 22, 2022 9:17:34 AM

Dear Honorable Mayor and Council Members:

As President of the Board of Trustees for the Chabot-Las Positas Community College District, I want to start by thanking you for all of your support and for the ongoing partnership in service to our community. I believe and trust that you would agree that Las Positas College is an important asset in Livermore, and it is for this reason that I am reaching out to ask for your support for item 6.3 on your Council agenda at your meeting on May 23rd.

Given the incredibly high cost of housing, not to mention inflation and other impacts caused by the pandemic, our students, faculty, and staff at Las Positas College are facing enormous challenges. One of the best ways that the City can continue to support LPC at the present time is through intentional efforts to support viable affordable housing options in Livermore.

We are actually in the process of doing our own housing feasibility studies to determine opportunities for affordable housing on our campus, which will be helpful in addressing the needs long-term since as you know these types of projects take time to come to fruition. However, our students, faculty, and staff do not have time to wait for the study of this option or other affordable housing alternatives in the City.....they need relief as soon as possible. Every additional day that Eden and/or other affordable housing projects come before you are delayed (for whatever reason), is one more day that potentially displaces those who attend Las Positas or serve its students. It is my hope that you will see that the Eden project is more than just an issue which impacts the Downtown, it is an issue that can help prevent our students from being displaced, boost enrollment by providing much-needed housing opportunities for our students, and allow us to attract and retain the best talent possible to continue serving our community through their work at LPC.

Thank you for your past leadership on this issue over the years, and I am hoping for your continued support by voting to approve the Development Agreement with Eden Housing.

Best Regards,
Tim Sbranti
President, Board of Trustees
Chabot-Las Positas Community College District

From:	Heather Leslie Hammer
To:	Cityclerk - Livermore
Subject:	support for current downtown plan
Date:	Friday, May 20, 2022 8:21:06 PM

To the Livermore City Council:
From: Heather Hammer, resident and Pastor Emerita of Asbury United Methodist Church

I support the continuation of the current downtown plan for Livermore. We need affordable housing in our city, and we do not want to have its development held up by pointless dissent. I urge the Council to continue on its course to build for the city's future.

Heather Hammer

From: Bob Hoffman
To: Cityclerk - Livermore
Subject: Support for Downtown Eden Housing Project
Date: Sunday, May 22, 2022 11:40:43 PM

From: Robert Hoffman, [redacted], Livermore, CA

To: Livermore Mayor and City Council

Subject: Eden Housing development of affordable housing in downtown Livermore

I strongly support the Eden Housing project planned for the downtown area on Railroad and L streets. A majority of Livermore voters approved this plan when electing the current mayor and council members and voting

down the referendum that attempted to remove the Eden Housing project from the location required in the Downtown Plan. The delays of a vocal minority must finally end so this much needed affordable housing can be built.

The mayor and council should approve the amended and restated DDL for the Eden Housing project that is on the agenda for the city council meeting on May 23.

Sincerely,

Robert A. Hoffman

From: Richard Crawford
To: Cityclerk - Livermore
Subject: Support for existing Eden Housing plan
Date: Saturday, May 21, 2022 4:37:16 PM

I respectfully encourage the City Council to move forward with the existing Eden Housing plan for low income apartments. The cost of housing in California, and reflected in Livermore, is a major obstacle to anyone who is not already wealthy or making a vey high income. Recent news articles have pointed out that only 20% of families in California can afford to buy a house.

I feel we have a civic and moral responsibility to offer the possibility for housing for people like our young associate pastor who moved here from Georgia to serve our congregation. There are so many others like teachers, police officers, ambulance drivers and custodians who need a chance to live where they work.

The siting and size of the proposed Eden Housing may not be perfect, but the suggestions for alternatives have no basis in reality. I suggest we move forward as quickly as possible with the existing plans.

Richard Crawford
[redacted]
Livermore, CA 94550

From:	Edward Monk
To:	Cityclerk - Livermore; Jacqueline Monk; Peg Folta
Subject:	Support for the Eden Housing Project, May 23rd. Council meeting.
Date:	Friday, May 20, 2022 1:51:08 PM

I am a 27 year resident in Livermore and I am writing in support of the City's plan for affordable housing in the downtown area.

I am not a political person and do not fully understand the agenda of the opposition group which continues to challenge the City on every aspect of the Downtown Plan. What I do know is that the current plan:

1) Is fully funded.

2) Has been developed by the City with significant community input and collaboration.

3) Is "shovel ready" and will rapidly address the severe shortage of affordable housing in our community, especially for those who provide our services.

4) Meets Livermore's obligations to provide Affordable Housing, thereby eliminating the risk of potential lawsuits.

Compare this to the position of the opposition who:

1) Have no fully developed plan which can be evaluated.

2) Will need to purchase land from people to the north of Railroad Avenue who may not wish to sell.

3) Will need to apply for Affordable Housing funding with no guarantee of success.

4) Will delay the provision of desperately needed affordable housing for many, many years to the detriment of our wider community.

To me the choice is clear. We should support the City for the good of our entire community and stand firm against the delaying tactics of a privileged minority.

Regards,

Edward (Ted) Monk.
[redacted]
Livermore 94550.

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Eden Downtown Housing

Amended and Restated Disposition, Development and Loan Agreement

City Council

May 23, 2022

1

Background

- **May 2018 –** City seeks developer of Downtown Plan housing component.
- **November 2018** – City entered into Disposition, Development & Loan Agreement ("DDLA") with Eden
  - 130 Housing Units
  - Park Space
  - Integrated in Downtown Core Plan
- **February 2020 –** Eden was awarded $14.4M in Alameda County A1 Housing Bond Funds





LIVERMORE

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Background

- **May 2021** – City Council approved entitlements for Downtown Apartments; & First Amendment to DDLA.
- **June 2021–** "Save Livermore Downtown" ("SLD") filed a challenge to City's CEQA determination ("Litigation")
- **July 2021** – Eden submitted application for tax credit funding; declined award in Fall 2021 due to Litigation.
- **February 2022 –** Court ruled in favor of City on Litigation, however SLD appealed in April and case still pending.

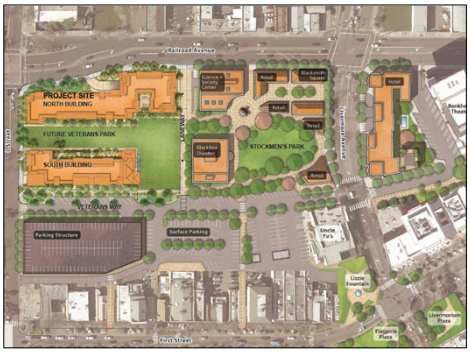


LIVERMORE CALIFORNIA

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Downtown Core Implementation Progress

- Approval of S.F. Bay Regional Water Quality Control Board on environmental remediation of Downtown Core sites and next steps.
- Community outreach on design for Veterans Park
- L Street Garage to begin construction in Fall 2022



LIVERMORE CALIFORNIA

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Housing Project Next Steps



LIVERMORE

5

Amended and Restated Disposition Development and Loan Agreement (DDLA)

1. Modifies the Schedule of Performance to toll timing for the Litigation

2. Reserves air rights above Veterans Park and Housing Parcels
   a. Mitigates potential for impact created by AB721
   b. Prevents future developers from increasing project height



LIVERMORE

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Amended and Restated Disposition Development and Loan Agreement (DDLA)

1. Allows transfer of “Undivided” Parcel to Eden upon certain conditions
   a. Complete environmental clearance, reports & agreements
   b. Execute public parking lease-back agreement
   c. Other due diligence and title acceptance conditions
   d. Transfer by end of September 2022

2. Adds “claw back” provision for City in case of Eden's default

3. Provides authority for City Manager to contract for certain improvements and execute certain agreements in future, such as:
   a. Environmental Indemnity Agreement
   b. Veterans Park construction
   c. L Street Parking Lease

LIVERMORE

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Recommendation

Staff recommends the City Council adopt Resolutions:

1. Declaring that the "Undivided Parcel" (Parcel 1 of Tract Map 8574) is exempt from the Surplus Land Act as defined in Government Code Section54234(a)(1);
2. Finding the Amended and Restated Disposition, Development and Loan Agreement with Eden Housing, Inc. for Development of the Downtown Multi-family Housing Site is within the scope of the Specific Plan EIR, dated February 9, 2004, and all subsequent amendments adopted by City Council Resolution; and,
3. Authorizing the City Manager to execute the Amended and Restated Disposition, Development and Loan Agreement, and granting the authority to execute the final documents and agreements specified in the DDLA and granting the specific delegations of authority set forth in the DDLA.

LIVERMORE

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Proclamation of Local Emergency

May 23, 2022

Presented by Marianna Marysheva, Incoming City Manager

LIVERMORE CALIFORNIA

1

COVID-19 Pandemic "Is Not Over"

World Health Organization



HEALTH

WHO chief warns that COVID-19 pandemic is 'most certainly not over'

The Associated Press

BERLIN » The COVID-19 pandemic is "most certainly not over," the head of the World Health Organization warned Sunday, despite a decline in reported cases since the peak of the omicron wave. He told governments that "we lower our guard at our peril."

The U.N. health agency's director-general, Tedros Adhanom Ghebreyesus, told officials gathered in Geneva for opening of the WHO's annual meeting that "declining testing and sequencing means we

nated, "it's not over anywhere until it's over everywhere," Tedros said.

"Reported cases are increasing in almost 70 countries in all regions, and this in a world in which testing rates have plummeted," he added.

Reported deaths are rising in Africa, the continent with the lowest vaccination coverage, he said, and only 57 countries — almost all of them wealthy — have vaccinated 70% of their people.

While the world's vaccine supply has improved, there is "insufficient politi-

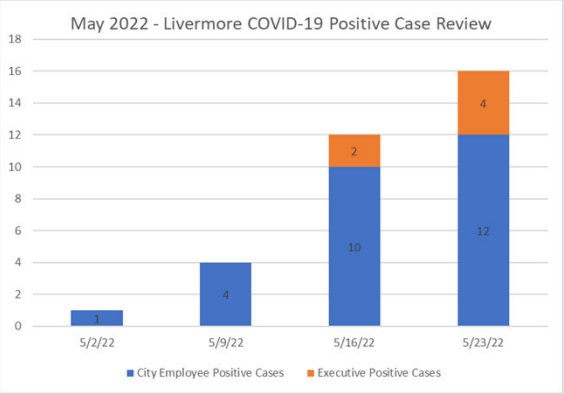
LIVERMORE CALIFORNIA

2

Proclamation of Local Emergency

COVID-19 pandemic

- May 20, 2022, Director of Emergency Services declared local emergency based on increasing case rates among city staff, including executive team, to ensure continuity of government
- Staff recommends City Council adopt a resolution ratifying the City Manager's Proclamation finding the existence of a Local Emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with State Assembly Bill 361



LIVERMORE CALIFORNIA

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Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type
Mayor Woerner	5/10/2022	COVID 19 Community Advisory Group	https://covid-19.acgov.org/community-advisory-group	Board
Mayor Woerner	5/11/2022	Tri Valley San Joaquin Regional Rail Authority	https://www.valleylinkrail.com/valleylink-project	Public Protection Committee
Mayor Woerner	5/11/2022	Alameda County Mayors Conference	https://www.alamedacountymayorsconference.org/agenda-information/	Board Meeting
Mayor Woerner	5/12/2022	Local Agency Formation Commission	https://alamedalafco.org/	Board Meeting
Mayor Woerner	5/20/2022	Tri Valley Mayors Meeting on Falck		Meeting

Council Member	Committee Meeting Date	Committee	Meeting Type
Council Member Carling	5/10/2022	Annual Employee Awards Lunch and Ceremony	Ceremonial
Council Member Carling	5/12/2022	StopWaste	Board Meeting
Council Member Carling	5/13/2022	LPFD Academy Celebration	Ceremonial
Council Member Carling	5/17/2022	Iron Horse Trail Ribbon Cutting	Ceremonial

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type	Committee Report: Summary
Council Member Munro	5/10/2022	Annual Employee Awards Lunch and Ceremony		Ceremonial	A great pleasure to honor the service of our city employees. This was the first in-person lunch and awards ceremony in 2 years, so employees over three years--2020, 2021, and 2022--were honored. We ask a lot of our employees and they give us their all.
Council Member Munro	5/11/2022	City Leaders' Summit		Advocacy	East Bay Councilmembers met with Assemblymember Rebecca Bauer-Kahan to advocate that 1.6 of budget surplus go to help cities with housing, state mandates, and organic waste disposal.
Council Member Munro	5/11/2022	City Leaders Summit		Panel discussion	Session on Cities' Role in Modernizing California's Behavioral Health Continuum. Discussion of the problem and, in particular presentation by ASM Umberg on establishing Care Courts. These would focus on 7K-12K people who have serious mental health issues and would structure the situation so that one person—a judge—would have accountability for the team which takes care of each individual, with the goal being to provide a stable environment, including housing, to get treatment.
Council Member Munro	5/12/2022	City Leaders Summit		Workshops, panel discussions	Emerging Issues and Cutting-Edge Solutions for Challenges facing CA Cities, presented by Merced. Foundations of an Equitable and Inclusive Community.
Council Member Munro		City Leaders Summit		Panel Discussion	Land Use and Zoning: Who is Making the Decisions? Discussion of how to plan requirements for development such that they are in sync with the state.
Council Member Munro	5/13/2022	Panel Discussion hosted by ASM Rebecca Bauer-Kahan		Panel Discussion	Discussion hosted by ASM Rebecca Bauer-Kahan and including AG Rob Bonta, on the path the CA legislature is taking to protect Reproductive Rights in California.
Council Member Munro	5/18/2022	The Breakout Room	https://www.youtube.com/watch?v=TGOzheCtNSM	Virtual conversation on local issues	CM Kevin Wilk from Walnut Creek and CM Sabin Zafar from San Ramon hosted CM Renee Morgan and me to discuss local issues.
Council Member Munro	5/18/2022	East Bay Community Choice Energy Joint Powers Authority	https://ebce.org/meetings/board-of-directors-meeting-5-18-22/	Board of Directors Meeting	This was a hefty meeting including legislative packet and budget review. This is a first reading with questions on how to allocate monies, including a grant to establish an asthma program. The details are: The Problem: Across the communities EBCE serves, a staggering 18% of children suffer from asthma, with the highest rates concentrated along the 880 and 580 corridors. Much of the problem is a result of high levels of air pollution from cars and trucks. Why EBCE: Addressing the legacy of fossil fuel pollution has been one EBCE's foundational goals since its inception. The organization is now substantial enough to consider other opportunities to address the effects of air pollution on our most vulnerable neighbors. The Opportunity: Partner with UCSF Benioff Children's Hospital Oakland (BCH Oakland) –the East Bay's only Children's Hospital – to invest $15M to fund the development of a world class pediatric asthma program focused on serving children across the East Bay.