LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, SEPTEMBER 28, 2026

REGULAR HYBRID MEETING – 7:00 PM

IN PERSON PARTICIPATION
CIVIC CENTER MEETING HALL
DR. JOHN SHIRLEY COUNCIL CHAMBER
1016 S. LIVERMORE AVENUE

TELECONFERENCE PARTICIPATION
ZOOM WEBINAR:
https://us02web.zoom.us/j/86012184408
Zoom dial in phone number: +1 669 900 6833
Meeting ID: 860 1218 4408
LATEST VERSION OF ZOOM RECOMMMENDED

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

CABLE CHANNEL VIEWING
TV29: Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
Kristie Wang, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Steven Dunbar, Council Member

How to Participate in a City Council Meeting

GENERAL RULES

Council meetings are **hybrid** — the public may join **in person** or **remotely** (Zoom or telephone). Meetings may also be viewed without commenting on the City's YouTube channel and TV29 (Comcast Channel 29).

Agenda availability	Agenda & staff reports are posted 72+ hrs before regular meetings at LivermoreCA.gov/agenda; also available at the Civic Center Library and City Clerk's Office.
Non-agenda items	State law prohibits the City Council from taking action on any items not listed on the agenda.
Speaker Limits	Up to **3 minutes per item** (Presiding Officer may reduce time if needed). **One comment per item per speaker.**
Accessibility	In compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, the City does not discriminate on the basis of disability. To request an accommodation, contact the ADA Coordinator at least 3 business days prior to the meeting at ADACoordinator@LivermoreCA.gov or (925) 960-4170 (voice) / (925) 960-4104 (TDD).
Translation	Public may post their own agenda translation at City Hall, 1052 S. Livermore Ave. Members of the public wishing to receive translation or interpretation services from a third party during a meeting, please contact CityClerk@LivermoreCA.gov or visit the City's webpage at LivermoreCA.gov/agenda.

PUBLIC COMMENT

Public comment may be offered during **Open Forum** (any matter within the City's subject matter jurisdiction), **Consent Calendar**, **Public Hearings**, and **Matters for Consideration**.

For **Open Forum**, in-person speakers will collectively have the opportunity to address the City Council for up to 30 minutes. Any additional in-person speakers who wish to speak at the conclusion of the 30-minute time period, or any speakers participating remotely, will have the opportunity to address the City Council at the end of the meeting.

For **Consent Calendar, Public Hearings, and Matters for Consideration**, in-person speakers will be called upon first, followed by speakers participating remotely.

In Person	Remotely by Zoom	Remotely by Telephone
• Complete a speaker card (available in the Civic Center Meeting Hall lobby) • Write the agenda item number & submit to the City Clerk before that item's comment period closes (may not submit on behalf of another speaker) • When the Clerk calls your name, approach the podium and speak into the microphone	• Join via the Zoom link, Meeting ID, and dial-in number on the agenda cover page • When your item begins, use the “raise hand” feature • Wait to be called on, then unmute and speak • Use an updated Zoom app —outdated versions may block commenting (zoom.us/download)	• Call the Zoom dial-in number on the agenda and enter the Meeting ID • When your item begins, press *9 to raise your virtual hand • Wait to be called on; press *6 to unmute and speak when recognized

Written Public Comment Submitted Before the Meeting

Written comments submitted before the meeting are provided to the Council and made available to the public in advance. These comments are not read aloud into the record.

By Email	Send to CityClerk@LivermoreCA.gov. Must be received by **12:00 p.m. (noon) on the day of the meeting** to be provided to City Council and posted on the City's website prior to the meeting.
By eComment	Submit online via the eComment link on the City Council Meeting Calendar & Agendas page. Comments may be up to **1,000 characters**; accepted until **4:00 p.m. on the day of the meeting**. Viewable by Council and the public immediately upon submittal.
Materials to Distribute at Meeting	In person: bring **8 copies** to the City Clerk with your speaker card. By Zoom: identify the material in your comment and email it to the City Clerk at CityClerk@LivermoreCA.gov by the end of the meeting. Materials received after **12:00 p.m.** will be included in the supplemental packet.

WRITTEN COMMENT SUBMITTED AFTER THE AGENDA IS POSTED (SUPPLEMENTAL MATERIAL)

- Supplemental material distributed to the City Council after the posting of the agenda will be available for public review at the City Clerk's Office, 1052 S. Livermore Avenue, Livermore and included in the agenda packet on the City's website at LivermoreCA.gov/agenda on the day of the meeting.
- Comments received after the email (noon) or eComment (4:00 p.m.) deadlines on meeting day are treated as supplemental material and, if received before the meeting concludes, are provided to the City Council following the meeting.

1. CLOSED SESSION - NONE

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

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

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Steven Dunbar
Vice Mayor Kristie Wang
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Livermore Downtown Inc. annual update presented by Kara Klotchman, Executive Director.

Recommendation:
Staff recommends the City Council receive the annual update from Livermore Downtown Inc.
Staff Report

4. ADVISORY BODY APPOINTMENTS

5. OPEN FORUM

In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.

6. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action.

6.1 Approval of draft minutes - June 22, 2026 Regular Meeting.

Recommendation:
Staff recommends the City Council approve the draft minutes.
Staff Report
Attachments:
1. DRAFT 2026-06-22

6.2 Resolution accepting the 2026 Biennial Notice and declaring intent to update the City of Livermore's Conflict of Interest Code.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the 2026 Biennial Notice and declaring its intent to amend the City of Livermore's Conflict of Interest Code, as required by the California Political Reform Act.

Staff Report

Attachments:
1. Conflict of Interest Code
2. Resolution
3. Exhibit A to Resolution: 2026 Local Agency Biennial Notice

6.3 Resolution approving Final Tract Map 8612, and authorizing execution of a Subdivision Improvement Agreement for Shea Aura located at the southeast corner of the intersection of Portola Avenue and Isabel Avenue, and accepting on behalf of the public, all real property offered for dedication within Final Tract Map 8612 except for certain easements which the City Council reserves the right to accept at a future date.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Finding that the approval of the final map is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080(b)(1), CEQA Guidelines 15268, Government Code section 65457, and CEQA Guidelines section 15182(c).
2. Approving and authorizing execution of the Subdivision Improvement Agreement for Final Tract Map 8612, which includes a 12-month extension (24 months in total) to complete the required improvements;
3. Approving Final Tract Map 8612 for recording; and
4. Accepting, on behalf of the public, all real property offered for dedication within Final Tract Map 8612 in conformance with the terms of the offer except for the following, which the Council rejects at this time, reserving the right to accept the offers at a future date: Public Utility Easement (PUE) and Emergency Vehicle Access Easement (EVAE).

Staff Report

Attachments:
1. Vicinity Map
2. Resolution
3. Exhibit A - Final Tract Map 8612
4. Exhibit B - Subdivision Improvement Agreement

6.4 Resolution authorizing the execution of an Affordable For-Sale Housing Agreement with Shea Homes, Inc., for a 164-unit subdivision located southwest of Portola Avenue and Tranquility Circle intersection.

Recommendation:
Staff recommends the City Council authorize the City Manager, or her designee, to:

1. Execute an Affordable For-Sale Housing Agreement with Shea Homes, Inc., attached hereto as Exhibit A, for a 164-unit subdivision located southwest of Portola Avenue and

Tranquility Circle intersection (Vesting Tentative Tract Map 8612)

2. Take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Affordable For Sale Housing Agreement with Shea Homes, Inc. (Shea Aura)

6.5 Resolution authorizing the execution of a Second Amendment to the Affordable For Sale Housing Agreement with Shea Homes, Inc., for a subdivision located in the Isabel Neighborhood Specific Plan Area, northeast of the Portola Avenue / Collier Canyon Road intersection.

Recommendation:

Staff recommends the City Council authorize the City Manager, or her designee, to:

1. Execute a Second Amendment to the Affordable For Sale Housing Agreement with Shea Homes, Inc., attached hereto as Exhibit A, which implements an alternative means of compliance with the City's inclusionary housing ordinance by requiring the Developer to pay an in-lieu fee, consistent with the requirements of Section 3.26.050(C) of the Livermore Municipal Code, for nine units that would have otherwise been reserved for "Moderate Income Purchasers"

2. Take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Second Amendment to Affordable For Sale Housing Agreement with Shea Homes, Inc. (Shea Portola Project/Shea Serenity)

6.6 Resolution authorizing supplemental appropriations totaling $1,103,000 and awarding a construction contract to Re-Gen Electric, Inc., in the amount of $3,242,200, for the City Fleet Electrification, Phase 2 Project BL202514

Recommendation:

Staff recommends the City Council adopt a resolution for the City Fleet Electrification, Phase 2 Project BL202514:

1. Authorizing supplemental appropriations totaling $1,103,000 to the budget for the City Fleet Electrification, Phase 2 Project BL202514, consisting of $371,000 from CIP Reserves - Fleet (Fund 101), $371,000 from Fleet & Equipment Services (Fund 730), $92,417 from Wastewater Replacement (Fund 622), $168,583 from Water Replacement (Fund 642), and $100,000 from Airport (Fund 600);
2. Awarding and authorizing the City Manager to execute a construction contract with Re-

Gen Electric, Inc., in the amount of $3,242,200, pursuant to Livermore Municipal Code Section 2.68.570(C);
3. Rejecting all other bids or proposals;
4. Authorizing the City Manager to approve and execute change orders up to a cumulative amount of ten percent (10%) of the construction contract value of $3,242,200; and
5. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

Staff Report

Attachments:

1. Location Map
2. Resolution
3. Exhibit A - Re-Gen Electric, Inc. Contract

6.7 Resolution accepting the Livermore Downtown, Inc. 2025-2026 Annual Report.

Recommendation:

Staff recommends the City Council adopt a resolution accepting the Livermore Downtown, Inc. 2025-2026 Annual Report.

Staff Report

Attachments:

1. FY 2025-2026 Agreement
2. Resolution
3. Exhibit A - LDI Annual Report 2025-2026

6.8 Introduction of an ordinance amending section 2.68.595 of Chapter 2.68 *Contracts and Purchasing* of the Livermore Municipal Code to clarify the City Council's delegation of authority to the City Engineer for the purposes of design immunity, in accordance with Government Code section 830.6; Adoption of a resolution confirming that since the adoption of Ordinance 2069, the City Council at all times delegated discretionary authority to the City Engineer for the purposes of design immunity under Government Code section 830.6.

Recommendation:

Staff recommends the City Council:

1) Introduce an ordinance and waive the first reading amending section 2.68.595 of Chapter 2.68 Contracts and Purchasing of the Livermore Municipal Code to restore the reference to Government Code section 830.6 regarding the City Council's delegation of authority to the City Engineer for approval of plans, specifications, and designs for public works contracts.
2) Adopt a resolution clarifying that despite the omission of Government Code section 830.6 in Ordinance 2159, since the adoption of Ordinance 2069, the City Council at all times delegated authority to the City Engineer, or designee, to approve plans, specifications, and designs, consistent with the purposes of design immunity in accordance with Government Code section 830.6.

Staff Report

Attachments:

1. Amended Section 2.68.595 of Chapter 2.68
2. Ordinance
3. Resolution

7. PUBLIC HEARINGS

8. MATTERS FOR CONSIDERATION

9. OPEN FORUM (AS NEEDED)

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

11. ADJOURNMENT

To a Regular City Council meeting on Monday, October 12, 2026, at 7:00 pm, Civic Center Meeting Hall, Dr. John Shirley Council Chamber, 1016 S. Livermore Avenue and virtually using Zoom.

LIVERMORE
CALIFORNIA

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

DATE: September 28, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Livermore Downtown Inc. annual update presented by Kara Klotchman, Executive Director.

RECOMMENDED ACTION

Staff recommends the City Council receive the annual update from Livermore Downtown Inc.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: September 28, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - June 22, 2026 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2026-06-22

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JUNE 22, 2026

REGULAR MEETING

1. CLOSED SESSION - NONE

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

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Kristie Wang, Council Members, Ben Barrientos, Evan Branning and Steven Dunbar.

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Presentation of the Alameda County Mosquito Abatement District update

Liz Martinez, MPH Community Liaison and Eric Haas-Stapleton, PhD Laboratory Director, presented an update for the Alameda County Mosquito Abatement District.

3.2 Presentation of the Livermore Youth Council

Chair Greta Fick-Furlotte presented an update for the Livermore Youth Council.

4. ADVISORY BODY APPOINTMENTS – NONE

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Connie Kopps provided a comment.

Alan Marling provided a comment.

Alice provided a comment.

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

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

6.4 Connie Kopps provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER DUNBAR AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

6.1 Approval of draft minutes – April 13, 2026 Regular Meeting.

6.2 Resolution 2026-099 authorizing execution of a first amendment to the agreement with DC Electric Group, Inc. for on call streetlight and traffic signal maintenance and repair services, increasing the total not-to-exceed amount from $700,000 to $1,500,000 and extending the term of the agreement two additional years to June 30, 2028.

6.3 Resolution 2026-100 authorizing a supplemental appropriation of County Measure BB-Local Streets and Roads (Fund 552) in the amount of $800,000 and awarding a construction contract with Bay Cities Paving & Grading, Inc., in an amount not-to-exceed $2,825,772 for the construction of the Slurry Seal Project SM202204.

ITEM 6.4 WAS REMOVED FROM THE AGENDA

~~**6.4** Resolution approving the 2026 Neighborhood Traffic Calming Program and Priority List.~~

6.5 Resolution 2026-101 awarding and authorizing the execution of a professional services agreement with Gigantic Idea Studio, Inc. to develop and carry out professional outreach campaign services for the City of Livermore's recycling and organics diversion outreach campaign in an amount not-to-exceed $680,000 for a 5-year term ending June 30, 2031.

6.6 Resolution 2026-102 authorizing the execution of an agreement for services with Univar Solutions USA, LLC for the supply and delivery of sodium hypochlorite 12.5% for use at the Water Reclamation Plant in an amount not-to-exceed $710,000.

6.7 Resolution 2026-103 authorizing a purchase order to Ingram Book Group LLC for purchases of library books and related materials in FY 2026-27, in an amount not-to-exceed $240,000.

6.8 Resolution 2026-104 authorizing the execution of a First Amendment to the Standard Services Agreement 902171 between the City of Livermore and

Alameda County for the term of July 1, 2026 through June 30, 2027 with a total amount not to exceed $751,000 for Horizons Family Counseling to provide mental health related services and programs.

6.9 Resolution 2026-105 authorizing the execution of an Agreement for Services with Innovative Claim Solutions, Inc. (ICS) for administration of the City's self-insured Workers' Compensation program in an amount not-to-exceed $120,485 for Fiscal Year 2026-27 and $125,305 for Fiscal Year 2027-28 with a term ending June 30, 2028.

6.10 Resolution 2026-106 approving the updated Investment Policy and the annual delegation of investment authority to the City Treasurer.

6.11 Resolution 2026-107 amending the City of Livermore Salary Plan dated July 2026 to reflect salary increases for the Livermore Police Management Association, Livermore Management Group, Police Chief, Management Confidential, Confidential, and Retired Annuitant classifications in accordance with the California Code of Regulations, Title 2, Section 570.5.

7. PUBLIC HEARINGS

7.1 Hearing to receive and consider all evidence and reports regarding the adoption of a Master Fee Schedule.

Recommendation: Staff recommended the City Council adopt a resolution adopting the City's Master Fee Schedule, incorporating certain fee changes and superseding resolution 2025-102.

Finance Manager Erik Peterson presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers, and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER DUNBAR, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2026-108 adopting the Master Fee Schedule incorporating certain fee changes for services provided and superseding Resolution 2025-102.

7.2 Public hearing for the confirmation of the levy of assessments for the City's Landscape Maintenance Districts for FY 2026-27.

Recommendation: Staff recommended the City Council:

1. Conduct a public hearing for the confirmation of the annual levy of assessments for the City's Landscape Maintenance Districts for FY 2026-27; and
2. Upon closure of the public hearing, staff recommends the City Council adopt a resolution confirming the annual levy of assessments for the City's Landscape Maintenance Districts and directing actions with respect thereto for FY 2026-27.

Maintenance and Golf Operations Manager Joe Prime presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2026-109 confirming the annual levy of assessments for Landscape Maintenance Districts for Fiscal Year 2026-2027 and directing actions with respect thereto.

7.3 Hearing to approve the City's 2025 Urban Water Management Plan.

Recommendation: Staff recommended the City Council adopt a resolution:

1. Adoption of the 2025 UWMP is exempt from the California Environmental Quality Act pursuant to the Water Code.
2. Approving the 2025 UWMP.
3. Authorizing transmittal to the California Department of Water Resources.
4. Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this Resolution and to incorporate any necessary amendments as stipulated by the State Department of Water Resources.

Water Resources Technical Programs Manager Yanming Zhang presented the report.

Mayor Marchand opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BRANNING, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2026-110 finding the project exempt under the California Environmental Quality Act and adopting the 2025 Urban Water Management

Plan, authorizing the transmittal to the California Department of Water Resources.

7.4 Hearing to approve the City's 2025 Water Shortage Contingency Plan.

Recommendation: Staff recommended the City Council adopt a resolution:

1. Approving the 2025 Water Shortage Contingency Plan.
2. Authorize transmittal to the California Department of Water Resources.
3. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this Resolution and to incorporate any necessary amendments as stipulated and directed by the State Department of Water Resources.

Water Resources Technical Programs Manager Yanming Zhang presented the report.

Mayor Marchand opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY VICE MAYOR WANG, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS AND INTRODUCED THE FOLLOWING ORDINANCES:

Resolution 2026-111 approving the 2025 Water Shortage Contingency Plan for the Livermore Municipal Water System and authorizing the transmittal to the California Department of Water Resources.

8. MATTERS FOR CONSIDERATION

8.1 Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of July 1 to December 31, 2026.

Recommendation: Staff recommended the Mayor appoint two Council Members to serve on the City Council Subcommittee on Advisory Bodies for the period of July 1 to December 31, 2026, with the City Council’s approval.

Mayor Marchand opened the public comment period.

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

Mayor Marchand recommended Council Member Dunbar and Council Member Barrientos be appointed to the Subcommittee on Advisory Bodies for the period of July 1, 2026 to December 31, 2026.

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY VICE

MAYOR WANG AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPPOINTED COUNCIL MEMBER DUNBAR AND COUNCIL MEMBER BARRIENTOS TO THE SUBCOMMITTEE ON ADVISORY BODIES FOR THE PERIOD JUY 1, 2026 TO DECEMBER 31, 2026.

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

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

Livermore Amador Valley Transit Authority (LAVTA) Council Member Branning noted his attendance at the Project and Services Committee meeting on June 22, 2026.

Livermore Area Parks and Recreations District (LARPD) Council Member Branning noted the LARPD Foundation **Wine Down in the Grove Fundraiser** will be held on June 26, 2026.

The City of Livermore's 150 Anniversary Celebration Mayor Marchand invited everyone to attend the official celebration at Livermorium Plaza on June 26, 2026.

10. ADJOURNMENT – at 8:02 pm in memory of David Hurst to a Regular City Council Meeting on Monday, July 13, 2026 at 7:00 pm, Civic Center Meeting Hall, Dr. John Shirley Council Chamber, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
HELENA GRAVES, ACTING CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: September 28, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Resolution accepting the 2026 Biennial Notice and declaring intent to update the City of Livermore's Conflict of Interest Code.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the 2026 Biennial Notice and declaring its intent to amend the City of Livermore's Conflict of Interest Code, as required by the California Political Reform Act.

SUMMARY

The City of Livermore is required to adopt a Conflict of Interest Code and review it biennially. Staff recommends the City Council adopt a resolution accepting the 2026 Biennial Notice and declaring its intent to amend the City's current Conflict of Interest Code to update the list of positions required to report financial conflicts.

DISCUSSION

The Political Reform Act requires local agencies to adopt a Conflict of Interest Code identifying the public officials, employees, and consultants who must file a Statement of Economic Interests (Form 700). The Code must include positions that make or participate in making governmental decisions that may foreseeably have a material effect on a financial interest. It also assigns disclosure categories specifying the types of financial interests that filers must report based on their decision-making authority.

The City is required to review its Conflict of Interest Code biennially and revise it as necessary to reflect additions, deletions, or other changes to designated positions. The City must also review its disclosure categories to ensure that filers are disclosing the appropriate financial information, as it relates to their public duties. The City most recently reviewed and amended its Conflict of Interest Code on September 23, 2024.

The City's current process for updating its Conflict of Interest Code requires the adoption of an ordinance, including an introductory reading, a second reading and adoption, and a 30-day waiting

period before the ordinance takes effect. To streamline future updates, staff is reviewing the ordinance language to include provisions that would allow the City Council to adopt subsequent amendments by resolution.

However, the Fair Political Practices Commission has established an October 1 deadline for each governing body to determine whether amendments to its Conflict of Interest Code are necessary. Staff reviewed the City's Conflict of Interest Code and identified revisions for positions added to or removed from the City's salary schedule.

Staff recommends that the City Council adopt a resolution declaring its intent to amend the City of Livermore's Conflict of Interest Code, thereby satisfying the October 1 deadline. Staff will finalize the proposed amendments and revised ordinance language and present the ordinance to the City Council for its first reading in October 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

COMMUNITY PILLAR

5: A Community That Works

ATTACHMENTS

1. Conflict of Interest Code
2. Resolution
3. Exhibit A to Resolution: 2026 Local Agency Biennial Notice

Prepared by: Olivia Nashed
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

CHAPTER 1.28
CONFLICT OF INTEREST CODE

§ 1.28.010. Purpose.

A. The Political Reform Act of 1974 (Cal. Gov. Code Section 81000 et seq.) (the "Act") requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) which contains the terms of a standard conflict of interest code. This regulation, including any future amendments made by the Fair Political Practices Commission, may be incorporated by reference into a local agency's conflict of interest code. Therefore, the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This chapter, along with the attachments hereto, shall constitute the conflict of interest code of the City of Livermore.

B. Nothing in this chapter is intended to modify or abridge the provisions of the Act commencing with Government Code Section 87100, which is applicable to all public officials of the City of Livermore (the "City") and directs that no public official of the City shall make, participate in the making, or in any way attempt to use their official position to influence a City decision in which the official knows, or has reason to know, that he or she has a financial interest as defined by the Act.

C. This chapter intends to designate those public officials of the City who are involved in City decisions, and to require such designated officials to disclose those financial interests (using Form 700) which could foreseeably be affected, in a material manner, by a City decision made by the official in the performance of the official's responsibilities.

(Ord. 1970 § 2 (Exh. A), 2012; Ord. 2008 § 1 (Exh. A), 2014; Ord. 2065 § 1(A), 2018; Ord. 2101 § 2 (Exh. A), 2020)

§ 1.28.015. Amendment and review.

The city clerk will review the City's conflict of interest code on an annual basis and if changes are required will submit a revised code for Council approval or if no changes are necessary so notify the City Council by the applicable deadline specified in the Act.

(Ord. 1970 § 2 (Exh. A), 2012; Ord. 2008 § 1 (Exh. A), 2014; Ord. 2065 § 1(A), 2018; Ord. 2101 § 2 (Exh. A), 2020)

§ 1.28.020. Definitions incorporated.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. Section 18110 et seq.), and any amendments to the Act or regulations are incorporated by reference into this conflict of interest code.

(Ord. 1970 § 2 (Exh. A), 2012; Ord. 2008 § 1 (Exh. A), 2014; Ord. 2101 § 2 (Exh. A), 2020)

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§ 1.28.030. Place of filing.

All officials and designated employees required to submit a statement of economic interests shall file their statements with the City's filing officer.
(Ord. 1970 § 2 (Exh. A), 2012; Ord. 2008 § 1 (Exh. A), 2014; Ord. 2065 § 1(A), 2018; Ord. 2101 § 2 (Exh. A), 2020)

§ 1.28.040. Filing officer.

The filing officer shall make and retain a copy of all statements filed by all officials subject to the Act, and forward the originals of such statements to the Fair Political Practices Commission. The filing officer shall retain the originals of the statements filed by all other designated employees. The filing officer will make all retained statements available for public inspection and reproduction during regular business hours. (Cal. Gov. Code Section 81008.)
(Ord. 1970 § 2 (Exh. A), 2012; Ord. 2008 § 1 (Exh. A), 2014; Ord. 2101 § 2 (Exh. A), 2020)

§ 1.28.050. Late filings and failure to file statements.

Any violation of this code is subject to the administrative, criminal, and civil sanctions provided in the Act.

The filing officer shall impose penalties for statements of economic interests that are filed late. The fine is $10.00 per day beginning the day after the filing deadline, up to a maximum of $100.00. Late filing penalties can be reduced or waived under certain circumstances as provided in Section 91013 of the Act.
(Ord. 1970 § 2 (Exh. A), 2012; Ord. 2008 § 1 (Exh. A), 2014; Ord. 2101 § 2 (Exh. A), 2020)

§ 1.28.060. Designated positions.

The persons listed in Appendix A[1] of this chapter are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.
(Ord. 1970 § 2 (Exh. A), 2012; Ord. 2008 § 1 (Exh. A), 2014; Ord. 2101 § 2 (Exh. A), 2020)

§ 1.28.070. Disclosure categories.

A. This code does not establish any disclosure obligations for those designated employees who are also specified in Government Code Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of the City is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to Article 2 of Chapter 7 of the Act, Government Code Section 87200 et seq. Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees,

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1. **Editor's Note: Appendix A is included as an attachment to this title.**

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the disclosure categories set forth herein specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned herein. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

B. The mayor, members of the City Council and Planning Commission, the City Manager, the City Attorney, and all other City officials who manage public investments, as that term is defined by 2 California Code of Regulations Section 18701(b), are not subject to the City's code but are subject to the disclosure requirements of the Act. (Cal. Gov. Code Section 87200 et seq.). [2 Cal. Code of Regs. Section 18730(b)(3).]

C. Employees/Consultants. Consultants that are registered professional engineers or licensed land surveyors who render professional engineering or surveying services independently of City control or direction and who do not exercise City decision making authority may not be required to comply with disclosure obligations in accordance with California Government Code Section 87100.1.

1. Disclosure Category 1. All designated employees and consultants in this category shall disclose all sources of income including gifts, loans and travel payments; investments; interests in real property and any business entities in which the designated employee holds a business position. "Business position" means any business entity in which the filer is a director, officer, partner, trustee, employee or holds any management position.

2. Disclosure Category 2.

   a. All designated employees and consultants in this category shall disclose all investments, business positions in business entities, and sources of income (including gifts, loans, and travel payments) if the business entity or source is in or doing business in the jurisdiction of the City and:

      i. Engages in land development, construction, the provision of architectural, engineering or other services in connection with construction; the manufacture or sale of electrical, plumbing or other products used in construction; the acquisition or sale of real property or financing of land acquisition, development or construction; or

      ii. Provides services, supplies, materials, machinery, or equipment of any type utilized by the employee's division; or

      iii. Is of the type which contracts with the designated employee's department.

   b. All designated employees and consultants in this category shall disclose interests in real property located within the jurisdiction of the City.

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3. Disclosure Category 3. All designated board, committee, or commission members in this category must report all interests in real property investments, business positions in business entities, income (including gifts, loans, and travel payments) from any source in or doing business in the jurisdiction of the City which are subject to the regulation or supervision of the board/committee/ commission.

4. Section 87200 Filers. Local officials specified in California Government Code Section 87200 include the mayor, City Council members, City Manager, City Attorney, and Planning Commissioners.

(Ord. 1970 § 2 (Exh. A), 2012; Ord. 2008 § 1 (Exh. A), 2014; Ord. 2016 § 1(D), 2015; Ord. 2039 § 2(A), 2016; Ord. 2065 § 1(A), 2018; Ord. 2101 § 2 (Exh. A), 2020; Ord. 2162 § 4, 2024)

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IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE 2026 BIENNIAL NOTICE AND DECLARING THE CITY OF LIVERMORE'S INTENT TO AMEND ITS CONFLICT OF INTEREST CODE AS PART OF THE BIENNUAL REVIEW PROCESS REQUIRED BY THE CALIFORNIA POLITICAL REFORM ACT

The Political Reform Act requires local agencies to adopt a Conflict of Interest Code and review it biennially for any necessary changes. The Fair Political Practices Commission has established an October 1 deadline for each governing body to accept the Biennial Notice, attached hereto as Exhibit A, and determine whether amendments to its Conflict of Interest Code are necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby accepts the 2026 Biennial Notice, attached hereto as Exhibit A, and declares its intent to amend the City of Livermore's Conflict of Interest Code to reflect updates to the list of filers.

BE IT FURTHER RESOLVED, that the City's Conflict of Interest Code will be amended through an ordinance adoption, within 90 days of the passing of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 28, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – 2026 Biennial Notice

EXHIBIT A

2026 Local Agency Biennial Notice

Name of Agency: City of Livermore

Mailing Address: 1052 S. Livermore Avenue, Livermore CA 94550

Contact Person: Olivia Nashed Phone No. (925) 960-4211

Email: onashed@livermoreca.gov Alternate Email: cityclerk@livermoreca,gov

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☑ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☑ Include new positions
- ☐ Revise disclosure categories
- ☑ Revise the titles of existing positions
- ☑ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

_____ _____

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: September 28, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving Final Tract Map 8612, and authorizing execution of a Subdivision Improvement Agreement for Shea Aura located at the southeast corner of the intersection of Portola Avenue and Isabel Avenue, and accepting on behalf of the public, all real property offered for dedication within Final Tract Map 8612 except for certain easements which the City Council reserves the right to accept at a future date.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Finding that the approval of the final map is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080(b)(1), CEQA Guidelines 15268, Government Code section 65457, and CEQA Guidelines section 15182(c).
2. Approving and authorizing execution of the Subdivision Improvement Agreement for Final Tract Map 8612, which includes a 12-month extension (24 months in total) to complete the required improvements;
3. Approving Final Tract Map 8612 for recording; and
4. Accepting, on behalf of the public, all real property offered for dedication within Final Tract Map 8612 in conformance with the terms of the offer except for the following, which the Council rejects at this time, reserving the right to accept the offers at a future date: Public Utility Easement (PUE) and Emergency Vehicle Access Easement (EVAE).

SUMMARY

Shea Homes, Inc. (Developer) has completed Final Tract Map 8612 and a Subdivision Improvement Agreement in conformance with the conditions of approval for Vesting Tentative Tract Map (VTTM) 8612. Final Tract Map 8612 consists of 164 residential townhomes located at the southeast corner of the intersection of Portola Avenue and Isabel Avenue, as shown on Attachment 1. The proposed Subdivision Improvement Agreement will secure the construction of the public and private improvements. Public improvements include new public sidewalk, curb, gutter, sanitary sewer, and water. Private improvements include new private commons, alleys, storm drain, sewer, water, dry utilities, lighting, landscaping, walkways, bridge, and retaining walls. Final Tract Map 8612 can now be approved. All real property offered for dedication on Final Tract Map 8612 can be accepted at this time except for the

following, which the Council rejects at this time, reserving the right to accept the offers at a future date: Public Utility Easement (PUE), Emergency Vehicle Access Easement (EVAE).

DISCUSSION

On July 8, 2024, the City Council adopted Resolution No. 2024-119 and approved VTTM 8612 (SUB 21-007) and the conditions of approval for the Shea Aura development, consisting of 164 residential townhome units in twenty-one, three-story buildings with surface parking located at the southeast corner of the intersection of Portola Avenue and Isabel Avenue, as shown in the Vicinity Map (Attachment 1). Staff has found the Final Tract Map 8612 and improvement plans to be in substantial conformance with the conditions of approval for Vesting Tentative Tract Map 8612. The improvement plans have been approved and are on file with the City Engineer.

On July 8, 2024, the City Council adopted Resolution No. 2024-118, determining that the Shea Aura project is statutorily exempt from review under the California Environmental Quality Act (CEQA) as a project that is consistent with a specific plan for which an EIR has been certified per Government Code Section 65457 and CEQA Guidelines Section 15182(c). The approval of the final map is a ministerial act that is not subject to the requirements of CEQA. [Public Resources Code Section 21080(b)(1) and CEQA Guidelines 15268.]

On June 8, 2026, the City Council adopted Resolution No. 2026-094, which, among other things, approved Subdivision Amendment (SUBA) 26-001 for the Shea Aura Development and authorized an alternative means of compliance with the City of Livermore's Affordable Housing Ordinance.

The Developer is responsible for funding and constructing public and private improvements required for this development. The public improvements include new public sidewalk, curb, gutter, sanitary sewer, and water. The private improvements include new private commons, alleys, storm drain, sewer, water, dry utilities, lighting, landscaping, walkways, a bridge, and retaining walls, which will be privately maintained by the property owners. The proposed Subdivision Improvement Agreement will secure the construction of public and private improvements. The Developer has provided the required insurance and sureties securing the construction of improvements per the provisions of the Subdivision Improvement Agreement. The sureties are on file in the City Clerk's office. The sureties will be released once the public improvements have been completed and accepted by the City.

According to Development Code Section 10.05.090, the subdivider must complete the improvements within 12 months from the date of recording of the final map, unless an extension is granted by the City Council. The subdivider has requested a 12-month extension to complete the improvements. Staff recommends granting a 12-month extension to the subdivider, for a total of 24 months, to provide ample time to complete the improvements as required.

Final Tract Map 8612 dedicates a portion of the parcel to the City in fee as open space. Final Tract Map 8612 also includes an offer of dedication for a PUE and EVAE. Staff recommends the Council reject the PUE and EVAE, reserving the right to accept the offer at a future date after these public improvements have been completed.

FISCAL AND ADMINISTRATIVE IMPACTS

The estimated annual cost for maintenance of public infrastructure, including the sidewalks, curb, gutter,

sewer, and water, is $15,200. $3,560 of this cost will be funded by Wastewater (Fund 620) and $10,407 of this cost will be funded by Water (Fund 640). The remaining $1,233 of this cost will be funded by the General Fund (Fund 100) and other use taxes.

Funding for public infrastructure maintenance costs not covered by user fees is provided by the Community Facilities District (CFD) No. 2016-1, Landscape Maintenance District (LMD) No. LL-857, and CFD No. 2023-1. CFD No. 2016-1 will cover the cost of the maintenance of Sage Park, stormwater bio-retention basins and drainage facilities, open space areas, and creek corridor areas. On June 8, 2026, the City Council approved the Shea Aura project to be annexed into LMD No. LL-857. The FY 2026-27 Maximum Assessment is estimated at $688,929, an estimated average of $573 per residential unit. The City will administer LMD No. LL-857 on an annual basis and will budget for and manage the necessary maintenance, operation, and administration of median landscaping at major roads, a portion of Cayetano Park, multi-use trails, and irrigation. All related expenditures will be paid by the City with special taxes collected in LMD No. LL-857.

Funding for public infrastructure maintenance costs associated with the Isabel Neighborhood Specific Plan is provided by Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services). On July 28, 2025, the City Council approved the Shea Aura project to be annexed into CFD No. 2023-1 as Tax Zone 6. The FY 2025-26 Special Tax Requirement Max Cap for Tax Zone 6 is estimated at $84,654, an average of approximately $516 per residential unit. The City will administer CFD No. 2023-1 on an annual basis and will budget for and manage the necessary maintenance, operation, and administration of public street services and neighborhood park, trail, and plaza services associated with the Isabel Neighborhood Specific Plan. All related expenditures will be paid by the City with special taxes collected in CFD No. 2023-1.

COMMUNITY PILLAR:

2: Economy That Prospers

ATTACHMENTS

1. Vicinity Map
2. Resolution
3. Exhibit A - Final Tract Map 8612
4. Exhibit B - Subdivision Improvement Agreement

Prepared by: Leo Sum
Associate Civil Engineer.

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director



N

0 157 313

ft

1" = 313'

CITY OF LIVERMORE CALIFORNIA

Vicinity Map
Shea Aura
Tract Map 8612

Date: 6/29/2026

Path: /Web Map

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING FINAL TRACT MAP 8612, AND AUTHORIZING EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT FOR SHEA AURA LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF PORTOLA AVENUE AND ISABEL AVENUE, AND ACCEPTING ON BEHALF OF THE PUBLIC, ALL REAL PROPERTY OFFERED FOR DEDICATION WITHIN FINAL TRACT MAP 8612 EXCEPT FOR CERTAIN EASEMENTS WHICH THE CITY COUNCIL RESERVES THE RIGHT TO ACCEPT AT A FUTURE DATE

(FINAL TRACT MAP 8612 – SHEA AURA DEVELOPMENT)

Shea Homes, Inc. ("Developer") has presented Final Tract Map 8612 (SUB 21-007) situated in the City of Livermore, County of Alameda, State of California, a copy of which is attached hereto as Exhibit A, in accordance with the provisions of the California Subdivision Map Act ("Act") and the Livermore Development Code. The Developer has also presented a Subdivision Improvement Agreement, a copy of which is attached hereto as Exhibit B, providing for the improvements required as a condition of approval of the Final Tract Map.

The City Engineer reviewed the Final Tract Map and certified it as required by the Act and the Livermore Development Code. Additionally, the City Engineer reviewed and approved the staff report concerning the Final Tract Map and Subdivision Improvement Agreement which recommends approval.

The City Attorney has reviewed the surety provided by Shea Homes, Inc. to secure performance of the Subdivision Improvement Agreement as required by California and City law.

On July 8, 2024, the City Council adopted Resolution No. 2024-119, which, among other things, approved Vesting Tentative Tract Map 8612 (SUB 21-007), subject to the conditions of approval. The City Council also adopted Resolution No. 2024-118, where the City Council found that the proposed project is statutorily exempt from review under the California Environmental Quality Act ("CEQA") as a project that is consistent with a specific plan for which an EIR has been certified pursuant to the Government Code section 65457 and CEQA Guidelines Section 15182(c). On June 8, 2026, the City Council adopted Resolution No. 2026-094, which, among other things, approved Subdivision Amendment (SUBA) 26-001 for the Shea Aura Development.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the approval of the final map is a ministerial act and therefore statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(1) and CEQA Guidelines Section 15268. Additionally, the approval of the final map is statutorily exempt from CEQA because it is consistent with a specific plan for which an EIR has been certified pursuant to

Government Code section 65457 and CEQA Guidelines 15182(c). Accordingly, the requirements of the California Environmental Quality Act have been satisfied.

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

1. Final Tract Map 8612, attached hereto as Exhibit A, is approved and all those parcels of land, easements, and other legal interests in land offered for public use are accepted in conformity with the terms of the offer, except for the following which the City Council rejects at this time, reserving the right to accept the offers at a future date subject to Government Code Sections 66477.2 and 7050:

Public Utility Easement (PUE) and Emergency Vehicle Access Easement (EVAE)

2. The Subdivision Improvement Agreement, attached hereto as Exhibit B, is approved and the Mayor is authorized to sign the Agreement on behalf of the City of Livermore.

3. It grants, pursuant to Section 10.05.090 of the Livermore Development Code, the Developer a 12-month extension, which is reflected in the Subdivision Improvement Agreement attached hereto as Exhibit B, allowing the Developer a total of 24 months from the date of the recording of the Final Map to complete the required improvements.

4. The City Clerk is directed to execute the certificate attached to the Final Tract Map 8612 and affix the Seal of the City and to record the Final Tract Map 8612, and the Subdivision Improvement Agreement with the County Recorder.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 28, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Final Tract Map 8612
Exhibit B – Subdivision Improvement Agreement

TRACT 8612

FOR CONDOMINIUM PURPOSES
BEING A SUBDIVISION OF PARCELS C1, C2, C3,
AND C4 OF TRACT 8121, RECORDED IN BOOK 337
OF MAPS, AT PAGES 44 THROUGH 53 ALAMEDA
COUNTY RECORDS
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
51428 FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

JUNE 2026

OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED FINAL MAP ENTITLED: "TRACT 8612, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TEN (10) SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF; THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND RECORDATION OF SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

1. PARCEL "U" AS OPEN SPACE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE PUBLIC FOREVER AS AN EASEMENT FOR PUBLIC USE:

1. AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "PUE" (PUBLIC UTILITY EASEMENT) THEREON AND ON PARCELS A THROUGH L, PARCEL W, AND A PORTION OF PARCEL O, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC UTILITIES AND APPURTENANCES THERETO.
2. AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER, AN EMERGENCY VEHICLE ACCESS EASEMENT "EVAE" ON, OVER, AND ACROSS PARCELS A THROUGH L, PARCEL W, AND A PORTION OF PARCEL O, DESIGNATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON MAP, FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PRIVATE PURPOSES AND IS NOT DEDICATED TO THE PUBLIC.

1. AND THE UNDERSIGNED DOES HEREBY RESERVE THOSE STRIPS OF LAND SHOWN AND DESIGNATED AS A "PAE" (PRIVATE ACCESS EASEMENT) OR "PRIVATE STREET", OVER, UNDER AND ACROSS THOSE OF STRIPS OF LAND SO DESIGNATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP FOR THE USE OF ALL LOTS DESIGNATED BY THE MAP. THESE ARE PRIVATE EASEMENTS AND MAY BE GRANTED TO THE HOME OWNERS ASSOCIATION BY SEPARATE INSTRUMENT. MAINTENANCE OF ANY PRIVATE ACCESS EASEMENT OR PRIVATE STREET SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED OWNER OR THE HOME OWNERS ASSOCIATION, IF APPLICABLE.
2. AND THE UNDERSIGNED DOES HEREBY RESERVE TO ITSELF, AND TO THE OWNERS, RESIDENTS, AND OTHERS DESIGNATED BY THE HOME OWNER'S ASSOCIATION, THE AREAS DESIGNATED AS PARCELS A THROUGH T, V, AND W FOR THE PURPOSES BUT NOT LIMITED TO, ACCESS, RECREATION, OPEN SPACE, TRAILS, PARKING, UTILITIES, DRAINAGE, INGRESS AND EGRESS, LANDSCAPING, ETC., SAID PARCELS TO BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION. SAID PARCELS TO BE CONVEYED BY SEPARATE DOCUMENT TO THE HOMEOWNER'S ASSOCIATION SUBSEQUENT TO THE FILING OF THIS MAP
3. AND THE UNDERSIGNED DOES HEREBY RESERVE TO ITSELF, AND TO THE OWNERS, RESIDENTS, AND OTHERS DESIGNATED BY THE HOME OWNER'S ASSOCIATION, THE RIGHT TO CONSTRUCT AND MAINTAIN A WALL, AND ANY APPURTENANCES THERETO, IN, UNDER, ON, AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED AS "WE" (WALL EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID WALL, AND ANY APPURTENANCE THERETO. THESE ARE PRIVATE EASEMENTS AND MAY BE GRANTED TO THE HOME OWNERS ASSOCIATION BY SEPARATE INSTRUMENT. MAINTENANCE OF ANY PRIVATE ACCESS EASEMENT OR PRIVATE STREET SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED OWNER OR THE HOME OWNERS ASSOCIATION, IF APPLICABLE.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 29 DAY OF June, 2026

AS OWNERS: SHEA HOMES, INC., A DELAWARE CORPORATION

BY: _____ BY: _____

PRINTED NAME: DAVID BEST PRINTED NAME: Scott Adams

TITLE: AUTHORIZED AGENT TITLE: Authorized Agent

OWNER'S 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 Alameda)SS

ON June 29, 2026, BEFORE ME Kendra Williams, A NOTARY PUBLIC, PERSONALLY APPEARED David Best and Donald A. Hofer 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 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

SIGNATURE: _____

Kendra Williams Alameda County, CA
PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL PLACE OF BUSINESS: Alameda County

COMMISSION EXPIRES: May 26, 2030

COMMISSION # OF NOTARY: 2556812

OWNER'S 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 Alameda)SS

ON June 29, 2026, BEFORE ME Kendra Williams, A NOTARY PUBLIC, PERSONALLY APPEARED Scott Adams 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 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:

SIGNATURE: _____

Kendra Williams Alameda County CA
PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL PLACE OF BUSINESS: Alameda County

COMMISSION EXPIRES: May 26, 2030

COMMISSION # OF NOTARY: 2556812

CITY CLERK'S STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA }SS

I, HELENA GRAVES, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP ENTITLED: "TRACT 8612, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO THE COUNCIL OF THE CITY OF LIVERMORE AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, 2026, AND THE COUNCIL DID BY RESOLUTION NO. _____, APPROVE THE MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL THOSE PARCELS OF LAND, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, SUBJECT TO THE IMPROVEMENTS BEING COMPLETED. EXCEPT FOR THE FOLLOWING WHICH THE COUNCIL DID REJECT AT THIS TIME (RESERVING THE RIGHT TO ACCEPT THE OFFERS AT A FUTURE DATE SUBJECT TO GOVERNMENT CODE SECTIONS 66477.2 AND 7050): PUBLIC UTILITY EASEMENT (PUE), AND EMERGENCY VEHICLE ACCESS EASEMENT (EVAE), AS SHOWN HEREON.

SAID COUNCIL ALSO, ON BEHALF OF THE CITY ABANDON IN ITS ENTIRETY PER SECTION 66434(G) AND 66499.20.2 OF THE SUBDIVISION MAP ACT:

1. THE MAINTENANCE EASEMENT WITHIN THE BOUNDARY OF THIS MAP AS SHOWN ON TRACT 7610, RECORDED IN BOOK 293 OF MAPS, PAGES 14-36, ALAMEDA COUNTY RECORDS.

IN WITNESS, WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2026.

_____
HELENA GRAVES
ACTING CITY CLERK AND CLERK OF THE CITY COUNCIL CITY OF LIVERMORE,
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT:

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

☐ AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, APPROVED BY SAID LOCAL 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 _____, 2026.

ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, 2026 AT _____M., IN BOOK _____ OF MAPS AT PAGES _____ THROUGH _____, UNDER SERIES NO. _____ AT THE REQUEST OF CHICAGO TITLE COMPANY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
FEE: $_____

MELISSA WILK
COUNTY RECORDER IN AND FOR THE COUNTY
OF ALAMEDA, STATE OF CALIFORNIA
BY: _____
DEPUTY CLERK

CITY ENGINEER'S STATEMENT:

I, JOEL WAXDECK, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED "TRACT 8612, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

Joel Waxdeck DATED: 7/8/26, 2026

JOEL WAXDECK, R.C.E. 49965
CITY ENGINEER OF THE CITY OF LIVERMORE,
ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
JOEL WAXDECK
No.49965
CIVIL
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I, DAVID W. ENKE, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED "TRACT 8612, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

David W. Enke DATED July 6, 2026

DAVID W. ENKE, P.L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No.4071
STATE OF CALIFORNIA

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 ORDINANCES AT THE REQUEST OF SHEA CENTER LIVERMORE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN APRIL OF 2024.

I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT ALL MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED PRIOR TO THE ACCEPTANCE OF THE IMPROVEMENTS, THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "TRACT 8612, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS AND PARCELS OF LAND CONTAINING 14.73 ACRES, MORE OR LESS.

DATED: JUNE 25TH, 2026

IAN MACDONALD P.L.S. NO. 8817,

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

SIGNATURE STATEMENT:

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

COMCAST CABLE HOLDINGS, LLC
EASEMENT FOR CABLE SERVICE PURPOSES
SERIES NO. 2016-073433, ALAMEDA COUNTY RECORDS

TRACT 8612

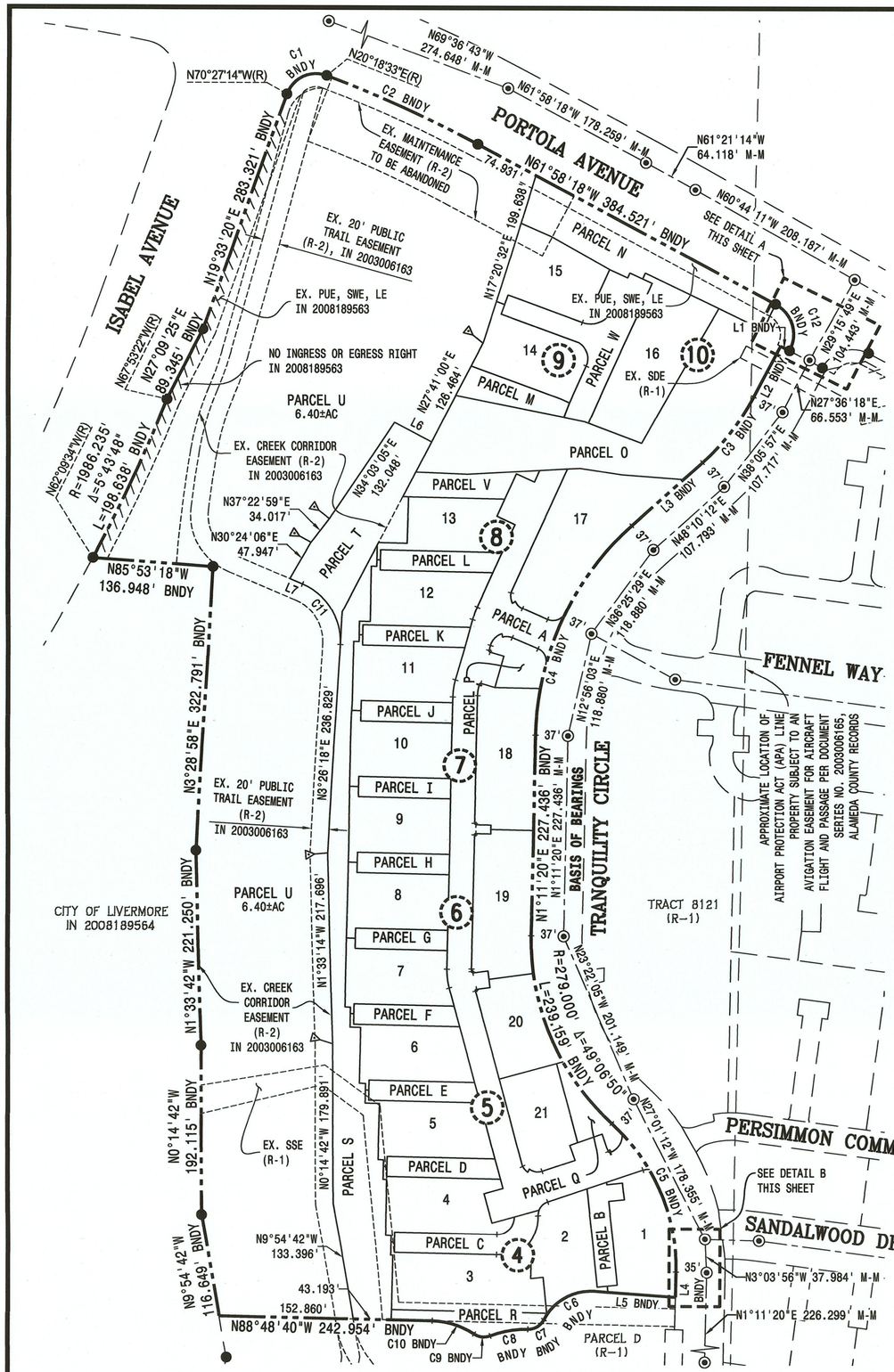
FOR CONDOMINIUM PURPOSES
BEING A SUBDIVISION OF PARCELS C1, C2, C3,
AND C4 OF TRACT 8121, RECORDED IN BOOK 337
OF MAPS, AT PAGES 44 THROUGH 53 ALAMEDA
COUNTY RECORDS
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

JUNE 2026

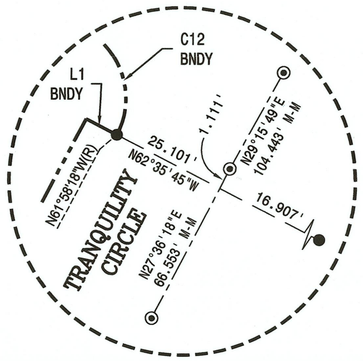
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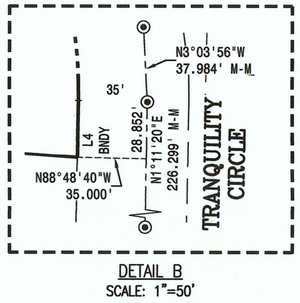


Line Table		
Line #	Bearing	Length
L1 BNDY	N62°35'45"W	11.418'
L2 BNDY	N28°01'42"E	65.042'
L3 BNDY	N48°10'12"E	107.793'
L4 BNDY	N1°11'20"E	28.852'
L5 BNDY	N85°50'00"W	92.134'
L6	N62°19'00"W	47.579'
L7	N67°07'44"W	15.718'

Curve Table			
CURVE #	RADIUS	DELTA	LENGTH
C1 BNDY	35.092'	90°45'47"	55.590'
C2 BNDY	1405.050'	7°43'09"	189.295'
C3 BNDY	271.000'	20°08'30"	95.267'
C4 BNDY	329.000'	46°58'52"	269.772'
C5 BNDY	221.000'	49°06'50"	189.441'
C6 BNDY	60.000'	66°55'46"	70.088'
C7 BNDY	20.000'	63°38'40"	22.216'
C8 BNDY	115.000'	21°51'10"	43.862'
C9 BNDY	20.000'	54°23'19"	18.985'
C10 BNDY	90.000'	32°13'43"	50.625'
C11	70.000'	70°34'01"	86.214'
C12 BNDY	39.003'	90°00'00"	61.266'



DETAIL A
NOT TO SCALE



DETAIL B
SCALE: 1"=50'

LEGEND

- BOUNDARY LINE
- LOT LINE/PARCEL LINE
- EASEMENT LINE
- EXISTING LOT RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- NO INGRESS OR EGRESS RIGHTS
- FOUND STANDARD CITY MONUMENT
- FOUND ¾" IRON PIPE WITH CAP STAMPED "LS 8817"
- SET CITY OF LIVERMORE STANDARD STREET MONUMENT STAMPED "LS 8817"
- ANGLE POINT

BNDY	BOUNDARY
AC	ACRES
IN	INSTRUMENT NUMBER
EX.	EXISTING
PM	PARCEL MAP
IP	IRON PIPE
M	MONUMENT
ML	MONUMENT LINE
PL	PROPERTY LINE
PAE	PRIVATE ACCESS EASEMENT
EVAE	EMERGECY VEHICLE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
LE	LANDSCAPE EASEMENT
WE	WALL EASEMENT
(R)	RADIAL BEARING
(T)	TOTAL
(R-1)	REFERENCES
(4)	INDICATE SHEET NUMBER

ABANDONMENT NOTE:

PURSUANT TO ARTICLE 2, SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY, WITHIN THE BOUNDARIES OF THIS MAP:

1. THE MAINTENANCE EASEMENT WITHIN THE BOUNDARY OF THIS MAP AS DEDICATED ON TRACT 7610, RECORDED IN BOOK 293 OF MAPS, PAGES 14–36, ALAMEDA COUNTY RECORDS

NOTE:

THE EASEMENT FOR CABLE SERVICE PURPOSES IN FAVOR OF COMCAST CABLE HOLDINGS, LLC, DESCRIBED IN SERIES NO. 2016073433, ALAMEDA COUNTY RECORDS, IS NOT PLOTTABLE.

THE PROPERTY IS SUBJECT TO AN AVIGATION EASEMENT FOR AIRCRAFT FLIGHT AND PASSAGE PER SERIES NO. 2003006164 AND 2003006165, ALAMEDA COUNTY RECORDS.

BASIS OF BEARINGS:

THE BEARING N1°11'20"E BETWEEN MONUMENTS IN TRANQUILITY CIRCLE AS SHOWN ON TRACT 8121, RECORDED IN BOOK 337 OF MAPS, AT PAGES 44 THROUGH 53, ALAMEDA COUNTY RECORDS, IS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

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(R-2) TRACT 7610, BOOK 293 OF MAPS, PAGES 14–36, ALAMEDA COUNTY RECORDS
(R-3) PARCEL MAP 9770, BOOK 310 OF PARCEL MAPS, PAGES 3–8, ALAMEDA COUNTY RECORDS

0 50 100 200
SCALE: 1"=100'

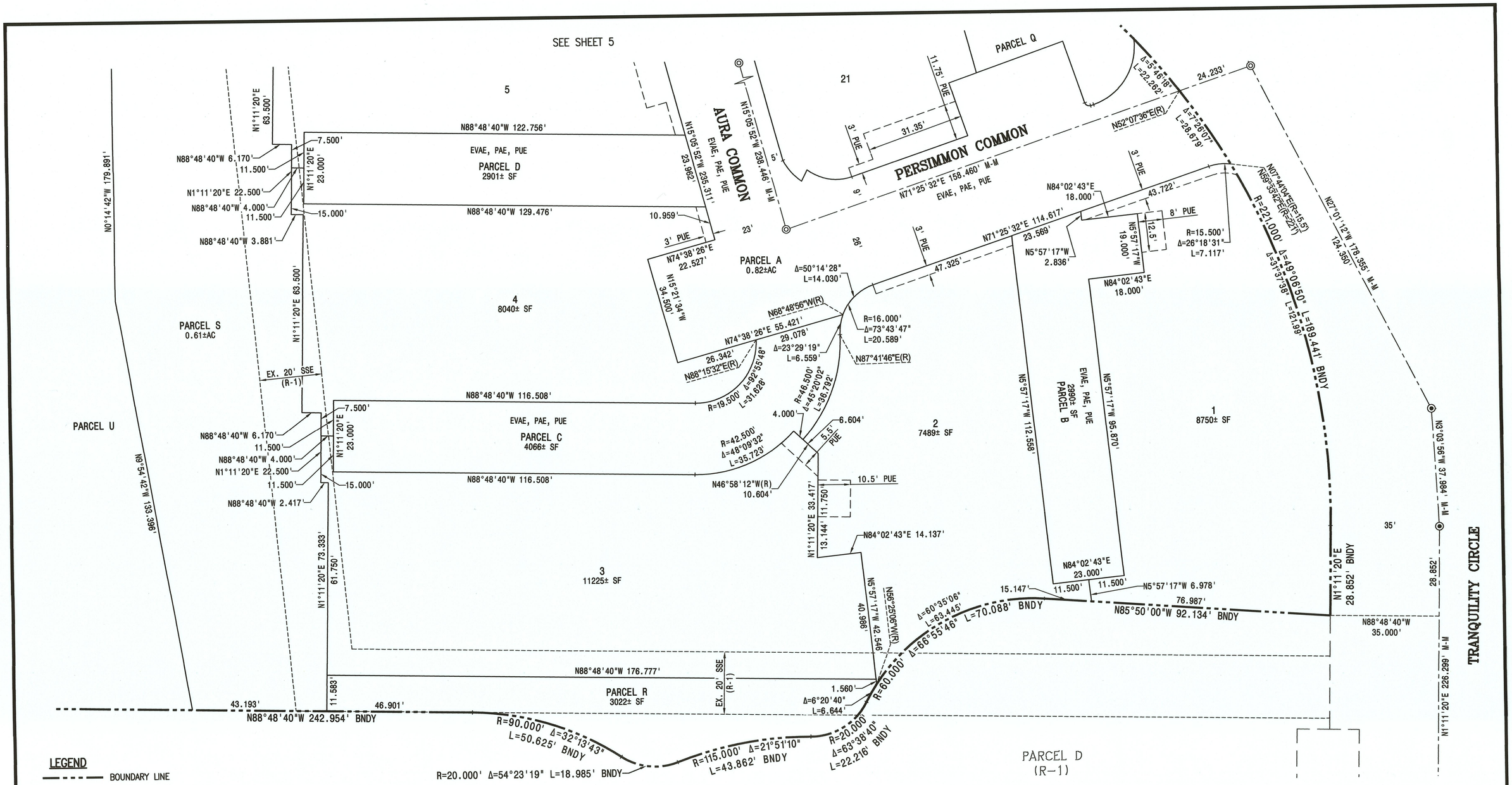
TRACT 8612

FOR CONDOMINIUM PURPOSES
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CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

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SEE SHEET 5



LEGEND

- BOUNDARY LINE
- LOT LINE/PARCEL LINE
- EASEMENT LINE
- EXISTING LOT RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- NO INGRESS OR EGRESS RIGHTS
- FOUND STANDARD CITY MONUMENT
- FOUND ¾" IRON PIPE WITH CAP STAMPED "LS 8817"
- SET CITY OF LIVERMORE STANDARD STREET MONUMENT STAMPED "LS 8817"
- ANGLE POINT

BNDY	BOUNDARY
AC	ACRES
IN	INSTRUMENT NUMBER
EX.	EXISTING
PM	PARCEL MAP
IP	IRON PIPE
M	MONUMENT
ML	MONUMENT LINE
PL	PROPERTY LINE
PAE	PRIVATE ACCESS EASEMENT
EVAE	EMERGECY VEHICLE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
LE	LANDSCAPE EASEMENT
WE	WALL EASEMENT
(R)	RADIAL BEARING
(T)	TOTAL
(R-1)	REFERENCES
4	INDICATE SHEET NUMBER

0 10 20 40
SCALE: 1"=20'

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TRACT 8612

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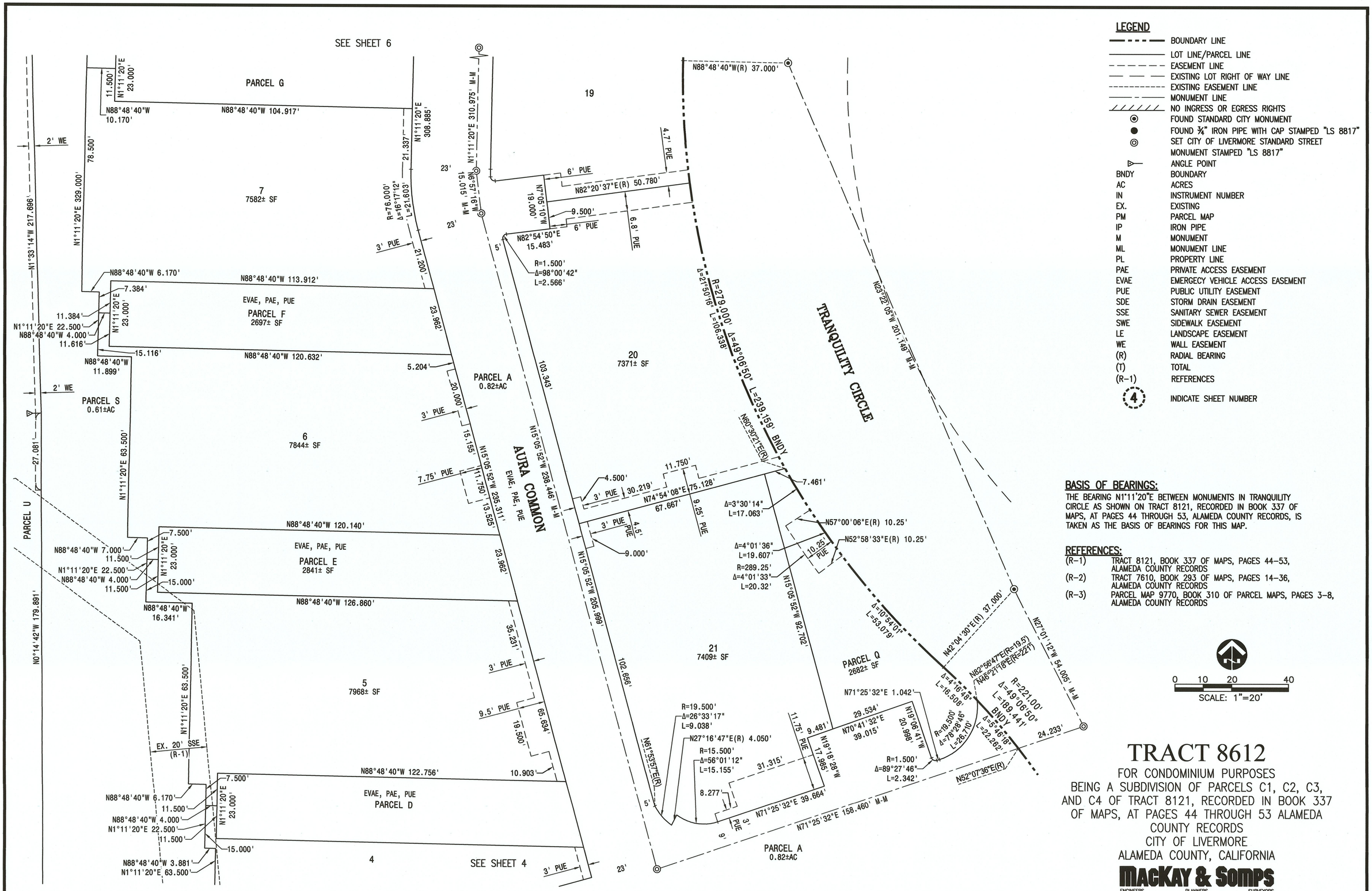
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JUNE 2026

SHEET 4 OF 10

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LEGEND

——·——·——	BOUNDARY LINE
———	LOT LINE/PARCEL LINE
– – – –	EASEMENT LINE
— — —	EXISTING LOT RIGHT OF WAY LINE
----------	EXISTING EASEMENT LINE
——— – ———	MONUMENT LINE
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LE	LANDSCAPE EASEMENT
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(R)	RADIAL BEARING
(T)	TOTAL
(R-1)	REFERENCES
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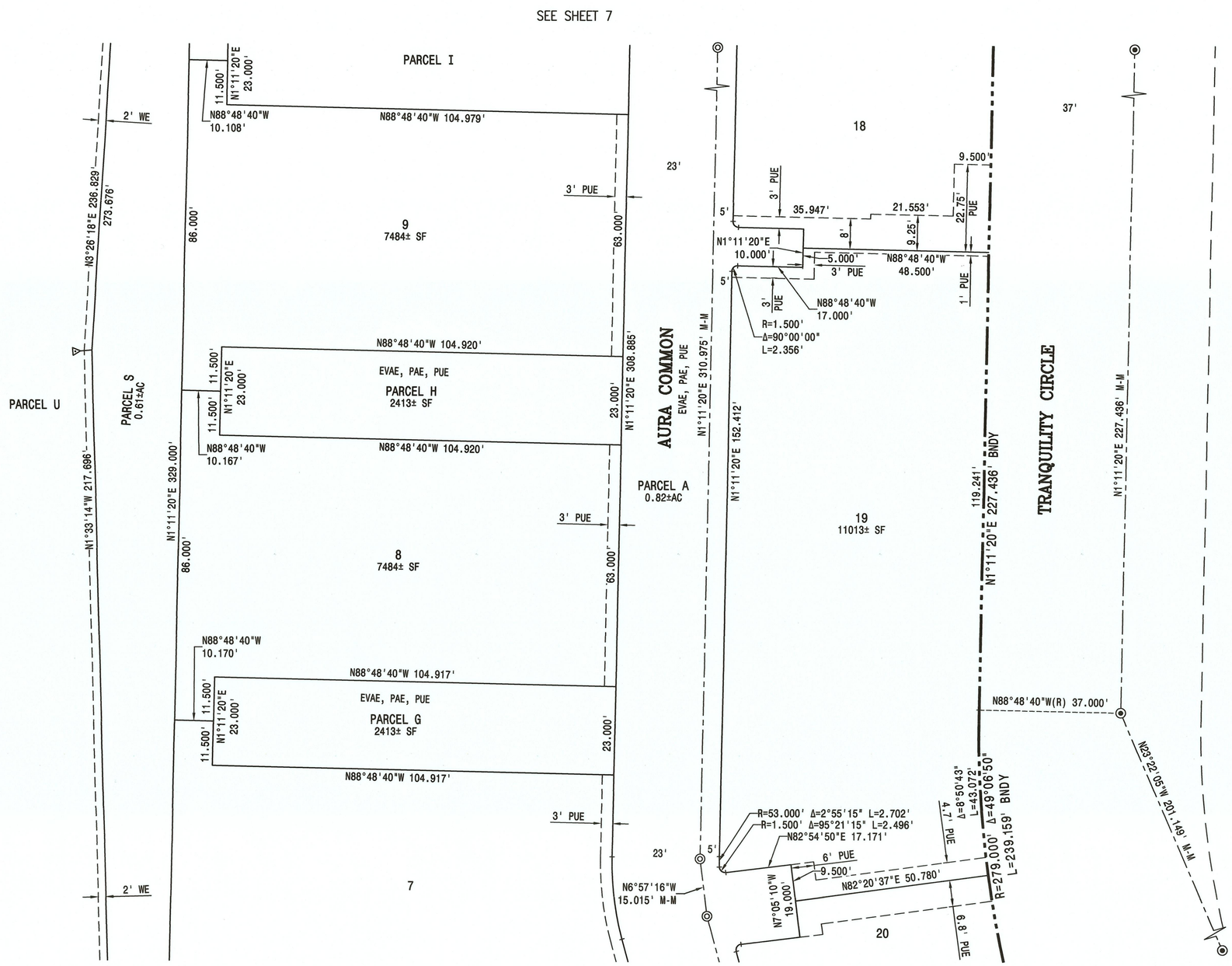
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TRACT 8612

FOR CONDOMINIUM PURPOSES
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CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

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JUNE 2026



SEE SHEET 5

LEGEND

	BOUNDARY LINE
	LOT LINE/PARCEL LINE
	EASEMENT LINE
	EXISTING LOT RIGHT OF WAY LINE
	EXISTING EASEMENT LINE
	MONUMENT LINE
	NO INGRESS OR EGRESS RIGHTS
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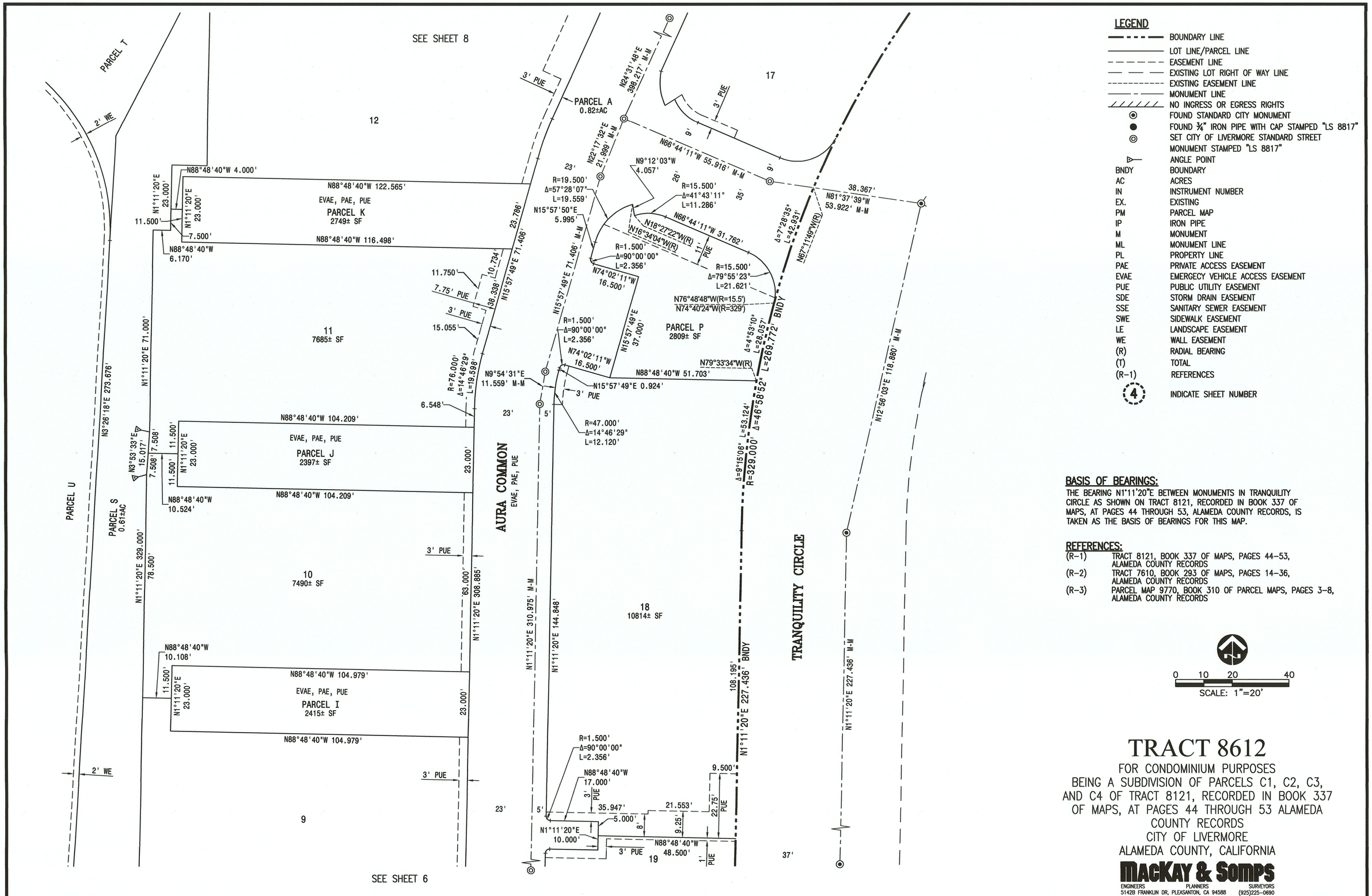
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JUNE 2026



LEGEND

— · — · —	BOUNDARY LINE
———	LOT LINE/PARCEL LINE
- - - - -	EASEMENT LINE
— — —	EXISTING LOT RIGHT OF WAY LINE
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SCALE: 1"=20'

TRACT 8612

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LEGEND

- BOUNDARY LINE
- LOT LINE/PARCEL LINE
- EASEMENT LINE
- EXISTING LOT RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
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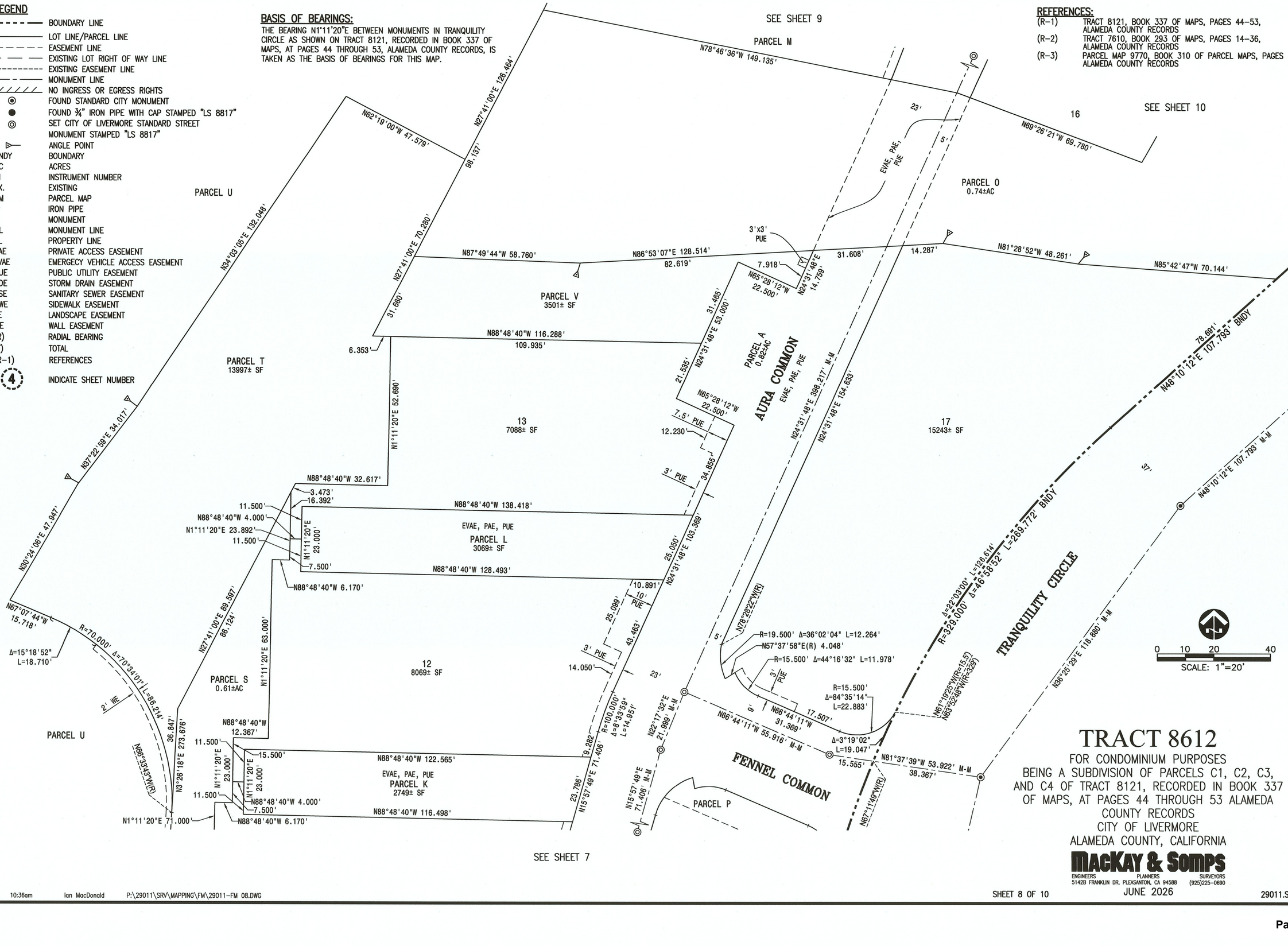
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(T)	TOTAL
(R-1)	REFERENCES
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(R-3) PARCEL MAP 9770, BOOK 310 OF PARCEL MAPS, PAGES 3–8, ALAMEDA COUNTY RECORDS



SEE SHEET 7

TRACT 8612

FOR CONDOMINIUM PURPOSES
BEING A SUBDIVISION OF PARCELS C1, C2, C3, AND C4 OF TRACT 8121, RECORDED IN BOOK 337 OF MAPS, AT PAGES 44 THROUGH 53 ALAMEDA COUNTY RECORDS
CITY OF LIVERMORE
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JUNE 2026

06-25-2026 10:36am Ian MacDonald P:\29011\SRV\MAPPING\FM\29011-FM 08.DWG

SHEET 8 OF 10

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LEGEND

——·——·——	BOUNDARY LINE
————	LOT LINE/PARCEL LINE
– – – – –	EASEMENT LINE
—— —— ——	EXISTING LOT RIGHT OF WAY LINE
----------	EXISTING EASEMENT LINE
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⊙	FOUND STANDARD CITY MONUMENT
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AC	ACRES
IN	INSTRUMENT NUMBER
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(T)	TOTAL
(R–1)	REFERENCES
④	INDICATE SHEET NUMBER

BASIS OF BEARINGS:

THE BEARING N1°11'20"E BETWEEN MONUMENTS IN TRANQUILITY CIRCLE AS SHOWN ON TRACT 8121, RECORDED IN BOOK 337 OF MAPS, AT PAGES 44 THROUGH 53, ALAMEDA COUNTY RECORDS, IS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

(R–1) TRACT 8121, BOOK 337 OF MAPS, PAGES 44–53, ALAMEDA COUNTY RECORDS

(R–2) TRACT 7610, BOOK 293 OF MAPS, PAGES 14–36, ALAMEDA COUNTY RECORDS

(R–3) PARCEL MAP 9770, BOOK 310 OF PARCEL MAPS, PAGES 3–8, ALAMEDA COUNTY RECORDS

0 10 20 40

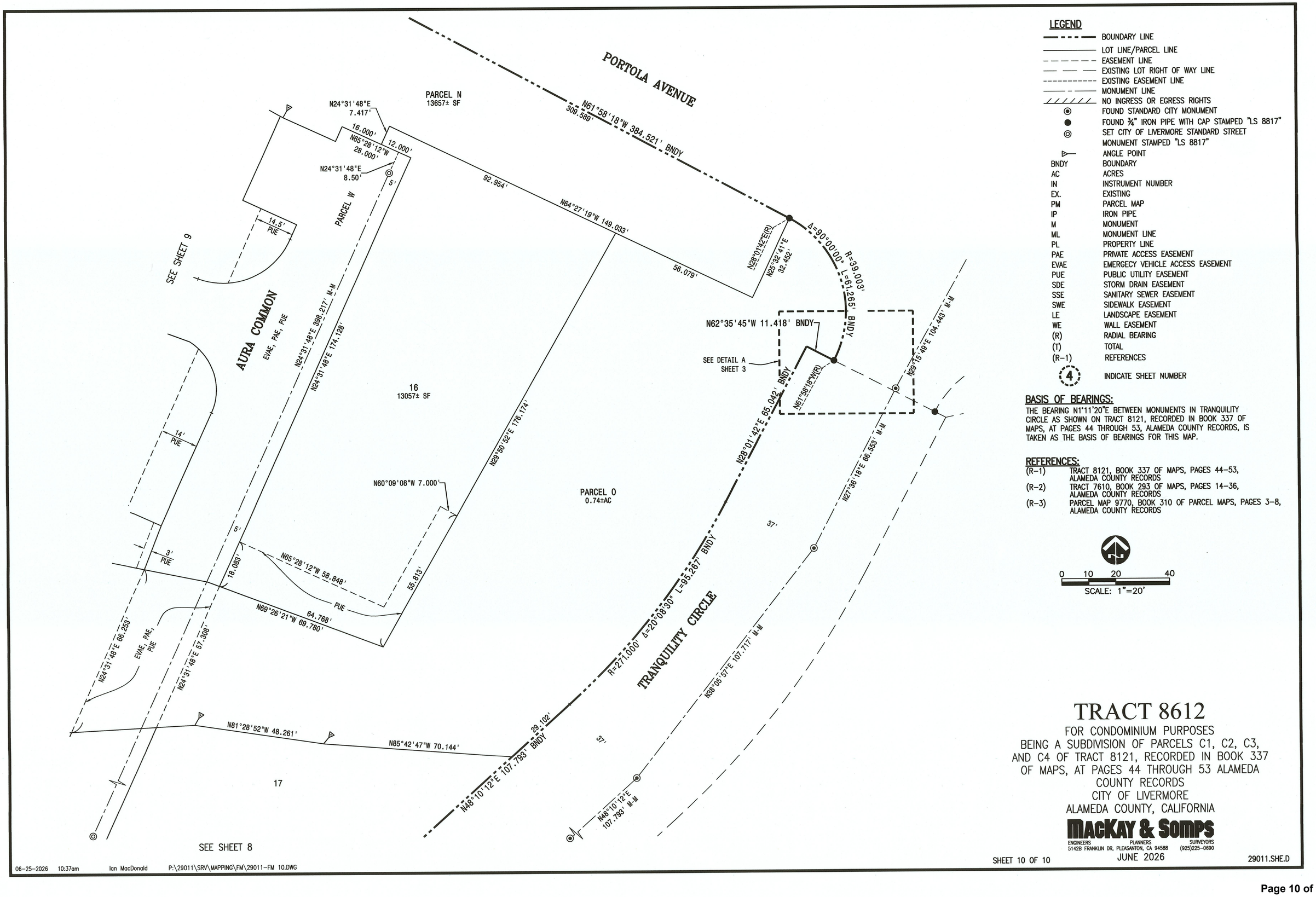
SCALE: 1"=20'

TRACT 8612

FOR CONDOMINIUM PURPOSES
BEING A SUBDIVISION OF PARCELS C1, C2, C3, AND C4 OF TRACT 8121, RECORDED IN BOOK 337 OF MAPS, AT PAGES 44 THROUGH 53 ALAMEDA COUNTY RECORDS
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

JUNE 2026



LEGEND

	BOUNDARY LINE
	LOT LINE/PARCEL LINE
	EASEMENT LINE
	EXISTING LOT RIGHT OF WAY LINE
	EXISTING EASEMENT LINE
	MONUMENT LINE
	NO INGRESS OR EGRESS RIGHTS
◉	FOUND STANDARD CITY MONUMENT
●	FOUND ¾" IRON PIPE WITH CAP STAMPED "LS 8817"
◎	SET CITY OF LIVERMORE STANDARD STREET MONUMENT STAMPED "LS 8817"
▷	ANGLE POINT
BNDY	BOUNDARY
AC	ACRES
IN	INSTRUMENT NUMBER
EX.	EXISTING
PM	PARCEL MAP
IP	IRON PIPE
M	MONUMENT
ML	MONUMENT LINE
PL	PROPERTY LINE
PAE	PRIVATE ACCESS EASEMENT
EVAE	EMERGECY VEHICLE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
LE	LANDSCAPE EASEMENT
WE	WALL EASEMENT
(R)	RADIAL BEARING
(T)	TOTAL
(R–1)	REFERENCES
④	INDICATE SHEET NUMBER

BASIS OF BEARINGS:

THE BEARING N1°11'20"E BETWEEN MONUMENTS IN TRANQUILITY CIRCLE AS SHOWN ON TRACT 8121, RECORDED IN BOOK 337 OF MAPS, AT PAGES 44 THROUGH 53, ALAMEDA COUNTY RECORDS, IS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

(R–1) TRACT 8121, BOOK 337 OF MAPS, PAGES 44–53, ALAMEDA COUNTY RECORDS

(R–2) TRACT 7610, BOOK 293 OF MAPS, PAGES 14–36, ALAMEDA COUNTY RECORDS

(R–3) PARCEL MAP 9770, BOOK 310 OF PARCEL MAPS, PAGES 3–8, ALAMEDA COUNTY RECORDS

0 10 20 40

SCALE: 1"=20'

TRACT 8612

FOR CONDOMINIUM PURPOSES
BEING A SUBDIVISION OF PARCELS C1, C2, C3, AND C4 OF TRACT 8121, RECORDED IN BOOK 337 OF MAPS, AT PAGES 44 THROUGH 53 ALAMEDA COUNTY RECORDS
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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225–0690

JUNE 2026

SHEET 10 OF 10

29011.SHE.D

06–25–2026 10:37am Ian MacDonald P:\29011\SRV\MAPPING\FM\29011–FM 10.DWG

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is entered into by and between Shea Homes, Inc., a Delaware corporation ("Developer") and the City of Livermore, a municipal corporation ("City").

RECITALS

A. Developer is the owner of real property located within the corporate limits of the City of Livermore and has presented to the City Council of the City of Livermore a proposed subdivision, Tract Map No. 8612 recorded under Series No. _____, dated _____, Official Records of Alameda County, California (also known as "Subdivision" and/or "Property"). Developer proposes to do and perform certain improvements on said real property as set forth in this Agreement.

B. The City requires that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference.

C. Developer acknowledges the pertinent laws, rules, and regulations contained in the Livermore Development Code Part 10 Subdivisions and in the Subdivision Map Act (Government Code sections 66410 to 66500) and agrees to comply therewith.

D. A Final Map of the subdivision, prepared in accordance with the Livermore Development Code Part 10 Subdivisions, has been filed by Developer with the City for approval by the City Council.

E. The City requires, as a condition precedent to the acceptance and approval of the map, the dedication of public utility easements and emergency vehicle access easements shown on the map. In addition, the City requires improvement of the streets and public ways by the construction and installation of certain work as described below, and all appurtenances thereto.

F. Developer has asked the City to accept the dedication of the public improvements and street or streets shown on the map and approve the map. Public improvements have not yet been completed according to the requirements of the map and the City. As consideration for the acceptance of the Final Map and offer of dedication, the parties desire to establish an agreement binding Developer to complete improvements prior to occupancy of the development (except as provided in Section 5, *Time for Completion*, of this Agreement) in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, the City and Developer hereby agree that the aforementioned recitals are true and correct and in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements offered for dedication for street, utility, and for public purposes, and the covenants herein contained, the parties mutually agree as follows:

1. **Definition and Ownership of Improvements.** The term "Improvements" means public and private improvements, and on-site and off-site improvements, and includes, but is not limited to, grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, streetlights, survey monuments, and all other required facilities as shown in detail upon the plans, profiles and specifications which have been prepared by Developer subject to approval by the City Engineer. No work on the Improvements shall be commenced until plans and/or profiles have been submitted, approved and permitted by the City Engineer. All required public improvements, as identified in the plans, profiles and specifications, constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of the public improvements.

2. **Approval of Map.** The City approves the subdivision of Tract No. 8612, also known as Shea Aura, located at the southeast corner of the Isabel Avenue and Portola Avenue intersection, and agrees to accept the dedication of the related public improvements for future maintenance.

3. **Construction of Subdivision Improvements.** Developer agrees to design, construct, and install, at its own expense, all of the Improvements for the Property as described in the Engineering Considerations at Exhibit "A", attached and incorporated herein by this reference, in strict accordance with all specifications, plans, and applicable City standards, and to the satisfaction of the City Engineer. The work shall be performed, and all materials and labor shall be provided, at Developer's sole cost and expense. Developer has provided detailed improvement plans for all on-site and off-site improvements required by the Engineering Considerations at Exhibit "A". All required Improvements shall be constructed in accordance with the approved improvement plans (dated July 2025, sheets 1-59 and current City standard specifications and details all of which are on file in the office of the City Engineer. Developer's obligation to complete the Improvements is separate and independent of any obligation of the City contained herein, and is not conditioned on the sale of any lots or Improvements within the Property.

4. **Special Conditions.** Developer shall be required to comply with the special conditions as follows:

(a) Prior to issuance of the certificate of occupancy of the first non-model building permit built for sale, Developer shall obtain City of Livermore Commission for the Arts approval for all proposed public art and shall provide proof of approval to the satisfaction of the Community Development Director.

(b) In the event a Specific Plan Transportation Management Association ("TMA") is formed for the Isabel Neighborhood, Developer shall annex the project into the association (Specific Plan Policy TRA-22).

(c) In the event a programmatic Specific Plan wayfinding signage plan is created, Developer shall have the project participate in the plan (Specific Plan Policy DS-24).

(d) Developer shall construct and complete the bridge located west of Tranquility

Circle as shown on the Tentative Map to the satisfaction of the City Engineer prior to occupancy of northern lots 14, 15, and 16.

(e) Because the intersection of Isabel Avenue and Portola Avenue will be reconfigured in connection with this project, Developer shall coordinate with the City and adjacent developers to adjust the existing traffic signal to accommodate changes to the intersection. Developer will be responsible for adding components to the existing traffic signal, such as push buttons or pedestrian signals, on the southeast corner of the intersection that may be necessary to complement the ultimate function of the reconfigured intersection.

(f) The parties to this Agreement recognize that Developer and another separate project to the west (Harridge – Tract 8659) are responsible for a range of offsite improvements within the public right-of-way along Isabel Avenue and Portola Avenue. To promote timely, efficient, and coordinated construction within the public right-of-way, and to minimize traffic delays and hazardous roadway conditions, Developer shall work cooperatively with Harridge and the City to coordinate all construction activities within the public right-of-way, to the extent practical. All improvements that are conditioned per this agreement shall be completed prior to the adoption of the Resolution of Acceptance.

5. Time for Completion. All on-site improvements required under this Agreement, along with the off-site improvements for construction of a sidewalk and associated landscaping and bioretention area along Isabel Avenue as also required under this Agreement, shall be complete and ready for acceptance by the City Council, as determined by the City Engineer, prior to the occupancy of the first residential dwelling unit other than a model home but in any event no later than two years after the recording of the Final Map, except those Improvements for which another completion date is stated in Exhibit "A" or Section 4, *Special Conditions*, of this Agreement, if applicable. All other off-site improvements (hereafter "said off-site improvements") required under this Agreement shall be complete and ready for acceptance by the City Council, as determined by the City Engineer, no later than two years after the recording of the Final Map, except those Improvements for which another completion date is stated in Exhibit "A" or Section 4, *Special Conditions*, of this Agreement, if applicable.

6. Permits, Licenses, and Compliance with the Law. Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the work specified in this Agreement. Developer shall also comply with all local, state, and federal laws, ordinances, rules, and regulations whether or not said laws are expressly stated in this Agreement.

7. Developer's Obligation to Warn Public During Construction. Until recordation of the Resolution of Acceptance, Developer shall give good and adequate warning to the public of any unsafe condition of the public improvements and shall take reasonable actions to protect the public from such condition. Until recordation of the Resolution of Acceptance, Developer shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Developer's operations and/or construction of the hours, dates and duration of any planned construction activities.

8. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Resolution of Acceptance of the public improvements, Developer assumes responsibility for the care and maintenance of, and any damage to, the public improvements. Developer shall replace or repair all public improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason,

regardless of whether resulting from the acts of Developer, prior to the recordation of the Resolution of Acceptance. Developer shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or public improvements prior to recordation of the Resolution of Acceptance of the work or improvements.

9. Acceptance by City. The City shall accept for maintenance the on-site and off-site public improvements required by this Agreement after City has determined Developer has caused all Improvements to have been made in accordance with the requirements of Section 3, *Construction of Subdivision Improvements*, of this Agreement. All on-site and off-site public improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

10. Continued Maintenance for One Year. Developer shall maintain all improvements required by this Agreement, as outlined in Section 3, *Construction of Subdivision Improvements*, of this Agreement, for one year following the completion by Developer and acceptance of the improvements by the City Council. All public improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

11. Inspection by City. All work done by Developer shall be inspected by an inspector employed by the City at the cost and expense of Developer. Developer shall pay the City, on demand, the cost of the inspection in accordance with City ordinances. In order to permit the City to inspect the work, Developer shall provide to the City proper and safe access to the project site at all times, and to all portions of the work, and to all shops wherein portions of the work are in preparation.

12. Existing Utilities. Any relocation or modification of existing utilities or public improvements necessary to construct the Improvements shall be the sole responsibility and obligation of Developer. The City shall not be responsible for any relocation or modification of existing utilities or public improvements.

13. Continuous Work. After commencement of construction of the Improvements (or separate portion thereof), Developer shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period of more than thirty (30) calendar days, events of Force Majeure, as defined in Section 27 of this Agreement, excepted.

14. Payment of Outstanding Fees. Prior to acceptance of the on-site and off-site public improvements for permanent maintenance by the City, Developer shall pay all outstanding fees that are due in accordance with City ordinances, the Livermore Municipal Code, the Livermore Development Code, and this Agreement. In the event the fees are not paid when due, Developer shall pay interest at seven percent (7%) per annum from that date until the fees are paid, whether or not any conditions of this Agreement are extended or modified.

15. Reversion to Acreage. Developer recognizes that the City expressly reserves the right to revert the Property to acreage pursuant to Government Code section 66499.11, et seq. Developer agrees that, if the Improvements have not been completed within the time for completion specified in Section 5, *Time for Completion*, of this Agreement, and if the City

thereafter initiates proceedings to revert the Property to acreage, then, pursuant to Government Code section 66499.16, Developer hereby consents to such reversion to acreage of the Property and agrees that any improvements made by or on behalf of Developer shall not be considered in determining the City's authority to revert the Property to acreage. Developer and the City expressly recognize that the City's right to revert the Property to acreage is in addition to any other remedy available to the City for Developer's failure to comply with the terms of this Agreement.

16. Property Acquisition. If Developer is unable to acquire property required for the construction of Improvements, Developer agrees to execute an agreement drafted by the City enabling the City to provide for acquisition through eminent domain

17. Bonds Required. Developer shall provide to the City surety bonds of a form satisfactory to the City Attorney issued by a company authorized to issue surety bonds in the State of California as follows:

(a) The face amount of the bond has been established based on the City Engineer's estimate of the total cost to perform Developer's obligations under this Agreement, plus a reasonable contingency. The bond may be called for failure to comply with the provisions of this Agreement in whole or in part according to the terms of the bond. The bond will not be released until there has been full compliance with this Agreement and the Improvements have been inspected and accepted by the City in full compliance with the approved improvement plans. At the discretion of the City Engineer, the amount of the faithful performance bond may be reduced, based on the amount of work completed on the Improvements. If a partial release of the faithful performance bond is approved, this Agreement shall be amended in accordance with Section 34, *Modifications,* of this Agreement to reflect the reduced bond amount, and a new faithful performance bond shall be provided to the City. Any complete or partial release of the security required by this Agreement shall comply with the applicable requirements of Government Code sections 66499.7 and 66499.8 and Livermore Development Code section 10.05.080, as amended from time to time.

(b) At the time of signing this Agreement, the following bonds shall be provided:

i. A faithful performance bond in the amount of 100 percent of the total estimated public and private improvement construction costs as shown on the improvement plans, or $8,541,288 to secure faithful performance of this Agreement by Developer.

ii. A labor and materials bond in the amount of fifty percent of the estimated public and private improvement construction costs as shown on the improvement plans, or $4,270,644 to secure payment by Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

(c) At the time of signing this Agreement, Developer shall also provide a warranty bond for maintenance in the amount of fifteen percent of the total estimated public and private improvement construction costs as shown on the improvement plans, or $1,281,193 to secure performance of Section 10, *Continued Maintenance for One Year*, of this Agreement. This bond shall remain in effect for one (1) year after the date of acceptance by the City Council of the improvements required by this Agreement.

18. Alternate Security. In lieu of the bonds required by Section 17, *Bonds Required*, of this Agreement, alternative security in the form outlined by City ordinance, compliant with the Government Code, and approved by the City Attorney may be provided.

19. Reporting Damages. If any damage (including personal injury, death, or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City's Risk Management Division by telephone at (925) 960-4172, and Developer shall promptly submit to the City's Risk Manager a written report, in a form acceptable to the City, with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property, if any); (b) the name(s) and address(es) of witnesses; and (c) the name(s) and address(es) of any potential insurance companies.

20. Default. Default by Developer shall include, but not be limited to:

(a) Developer's failure to timely complete construction of the Improvements;

(b) Developer's failure to perform substantial construction work for a period of 30 consecutive calendar days after commencement of the work;

(c) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within 30 calendar days;

(d) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(e) Developer's failure to perform any other obligation under this Agreement.

21. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to the City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the Improvements and, therefore, the City's damages for Developer's default shall be measured by the cost of completing the required Improvements. The City may use the sums provided by the securities for the completion of the Improvements in accordance with the plans.

In the event Developer fails to cure any default under this Agreement within 30 business days after the City mails a notice of such default to Developer and Developer's surety (or if the alleged default cannot by its nature be cured within such 30 business day period, in the event Developer fails to commence to cure the alleged default within such 30 business day period or thereafter fails to diligently prosecute such cure to completion), Developer authorizes the City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Improvements, by contract or by any other method the City deems appropriate, at the expense of Developer. In such event, the City, without liability for doing so, may complete the Improvements using any of Developer's materials, appliances, plans, and other property that are at the work site and that are necessary to complete the Improvements.

22. Indemnification. To the fullest extent permitted by law, Developer agrees to protect and shall hold harmless, indemnify and defend with counsel acceptable to the City, the City, and its elected and appointed officials, officers, directors, boards and commissions, employees, agents, and designated volunteers (hereinafter collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, liability, loss, damages, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) of any nature or sort, because of, or arising out of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, including all claims, demands, causes of action, liability, loss, damages, expenses, and costs because of, or arising out of, in whole or in part, the design, construction, and installation of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design, construction, or installation of said Subdivision and the Improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets, and other public improvements. Acceptance by the City of the improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. This indemnification and agreement to hold harmless shall not extend to such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the City, its officials, boards, commissions, agents, and employees. The Indemnified Parties shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer and its agents, employees, contractors and subcontractors in the performance of this Agreement.

23. Assignment. Developer's obligations under this Agreement are and shall remain the personal obligations of Developer notwithstanding a transfer of all or any part of the property within the subdivision subject to this Agreement. Neither this Agreement nor any of the rights and obligations of Developer hereunder shall be assigned or transferred, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

24. Developer Not Agent of the City. Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents or contractors of the City in connection with the performance of Developer's obligations under this Agreement.

25. Notice. Unless otherwise specified in this Agreement, Developer agrees to provide written notice to the City, within ten (10) calendar days of the occurrence of:

i. A change of name, corporate identity, or address of Developer or its contractor(s);

ii. Intent to transfer or a transfer of title to the Property by deed, contract, or operation of law;

iii. The foreclosure of a lien against the Property or a portion of the Property;

iv. The filing of a voluntary or involuntary petition of bankruptcy respecting Developer and/or its contractor(s); and

v. Any other event that may affect performance of the parties under this Agreement.

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

Notices are effective on the date of deposit in the United States mail or on the date tendered to the overnight delivery service.

TO CITY: Joel H. Waxdeck
City Engineer
1052 S. Livermore Ave.
Livermore, CA 94550

TO DEVELOPER:
David Best
Community Development Director
2630 Shea Center Drive
Livermore, CA 94551

26. Non-Discrimination. The City and Developer shall comply with all provisions and requirements of federal, State, and local non-discrimination laws, regulations and policies. During the performance of this Agreement, the parties shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

27. Force Majeure. Developer's time for completion of the Improvements shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Developer, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, and required changes to the scope of work required by the City; provided however, that the period of any enforced delay shall not include any period longer than five (5) business days prior to the City's receipt of a written notice from Developer or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder ("Permitted Delay"). The City Engineer shall, in his or her reasonable discretion, confirm that the event described by Developer in its notice is a Permitted Delay and promptly provide Developer written notice of such determination.

28. Insurance Required. Developer shall procure and maintain insurance for the duration of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Developer, its agents, representatives, employees, or subcontractors.

29. Participation in Benefit Districts. Developer shall participate in all applicable Benefit Districts required per the Conditions of Approval for the project formed by the City prior to the execution of this Agreement and shall pay the pro rata fee due the City under the terms of Benefit District(s) as applied to the real property covered by this Agreement.

30. Attorney's Fees to Prevailing Party. If any action at law or in equity, including an action for declaratory relief, is brought to challenge, enforce, or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, in addition to any other relief to which it may be entitled.

31. Developer Obligations to Pay City Expenses to Defend Agreement. If the City

chooses to defend any third party claim or suit challenging any action taken by the City with regard to any procedure or aspect of this Agreement, including the environmental review process for the project, the Developer agrees to reimburse the City for attorneys' fees, expert witness fees, and other costs that the City may incur in connection with its retention of outside counsel, and for any award of court costs or fees against the City. The City has the right to choose and retain such legal counsel, as the City deems appropriate. After expenses reach $100,000 and for each $100,000 thereafter, the parties will confer to review the status of the litigation and their options for proceeding or settling, and they will negotiate in good faith regarding the allocation of expenses among the parties.

32. Agreement Binds Successors. This Agreement pertains to and runs with the land benefited by the privileges it grants and binds the successors in interest of the parties to this Agreement. This Agreement shall be recorded in the Official Records of Alameda County.

33. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

34. Modifications. This Agreement may not be modified unless by written instrument that is both: (1) approved by the City Council of the City of Livermore; and (2) signed by the authorized representatives of both parties.

35. Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

36. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.

****

Signatures and Attachment List on the Next Page

DEVELOPER:
Shea Homes, Inc.
a Delaware Corporation

Dated: 7/7/2025

By: David Best
Title: ~~Community Development Director~~ AUTHORIZED AGENT

Dated: 7/7/2025

By: Donald A. Hofer
Title: Authorized Agent

Mailing Address:
Shea Homes, Inc.
4309 Hacienda Drive, Suite 180
Pleasanton, CA 94588

(ALL SIGNATURES MUST BE NOTARIZED)

CITY OF LIVERMORE,
a municipal corporation

Dated:

John Marchand
MAYOR

ATTEST:

Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

Molly A. O'Toole
Assistant City Attorney

Attachments:
Exhibit A – Engineering Considerations
Exhibit B – Insurance Requirements

CALIFORNIA ALL-PURPOSE 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)SS
COUNTY OF Alameda)

On July 7, 2025 before me, Kathy Lynn Barlow , Notary Public, personally appeared David Best and Donald A Hofer
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 _____

KATHY LYNN BARLOW
Notary Public - California
Alameda County
Commission # 2392707
My Comm. Expires Mar 2, 2026

This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S):
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

_____ Name of Person or Entity

_____ Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by <<!!Table Field EONAME Not Found!!>> 11/2007

DATE: **May 16, 2024**
Revised: 6/5/24 by PC/Staff

ENGINEERING CONSIDERATIONS - EXHIBIT "A"
(Subject to revision prior to final approval
by Planning Commission and City Council)

TENTATIVE TRACT: **8612 (SUB21-007) - Aura**

LOCATION: **Tranquility Circle**

APPLICANT: **Shea Homes**

Note: Special conditions are shown in standard type. Standard conditions that apply to this project are shown in italics. In addition, standard conditions of approval for this project are listed in Section II of the Development Plan Check and Procedures Manual.

1. DEFINITIONS

For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:

Developer:	*Person(s) or Corporation(s) signing final map(s) and subdivision agreement(s)*
Improvement Plans:	*Construction drawings for required public and private improvements*
Services:	*Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves*
Project:	*The work to be performed by Developer*

2. VESTING TENTATIVE MAP

Approval or conditional approval of this vesting tentative map shall not limit the City Engineer's ability to require workable designs on future grading and improvement plans based upon these Engineering Considerations and the City's standard engineering specifications and details.

The existing Maintenace Easement located adjacent to Portola Avenue within Parcel V shall be abandoned as needed on the Final Map.

The improvement plans shall show the creek set-back area as defined by Alameda County Zone 7 Water Agency.

3. GENERAL

The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

All required improvements shall be constructed prior to occupancy of the new residential units on this site.

A. IMPROVEMENT PLANS - Exhibit A-1

An engineered improvement plan shall be prepared by the Developer for approval by the City's Departments (including the Community Development, Public Services, Fire, and Police Department), which shall include, but not necessarily be limited to, existing site conditions, dedications, grading plans, street design and grades, curb, gutter, sidewalk and driveway grades, and type, size and location of all public works improvements as herein required. Approval of this tentative map does not constitute approval of the details shown thereon. If there is any conflict between the tentative map and these Engineering Considerations, the Engineering Considerations shall govern.

No specific phased development plan has been submitted with this tentative tract application. Therefore, all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

All improvement plans and maps shall conform to the following City of Livermore documents except as modified by these engineering considerations:

1. *City of Livermore Standard Specifications and Details*
2. *Development Plan Check and Procedures Manual*

Completed final map and improvement plan checklists from the manual entitled "City of Livermore, Development Plan Check and Procedures Manual" shall be submitted with the first plan check submittal for each phase.

C. STANDARD CONDITIONS OF APPROVAL IN THE DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL

All of the standard conditions of approval for subdivisions and major projects as listed in Part II of the City of Livermore Development Plan Check and Procedures Manual apply except for the following: A-2, A-3, A-4, A-10, B-7, B-8, B-9, B-10, B-11, B-13, B-14, B-16, K-1, K-2, and K-3.

D. WORK IN OTHER JURISDICTIONS

The Developer is responsible for obtaining permits and approvals for construction work and property acquisition that are required by agencies other than the City of Livermore.

E. SPECIFIC CONDITIONS

The Developer shall file a Final Map as described in Section 2 of these Engineering Consideration and comply with the following conditions:

A. The Developer shall design and construct the proposed retaining walls adjacent to the creek corridor to ensure stability of the project and minimize long term erosion of the multi-use trail.

4. STREETS

A. SPECIFIC REQUIREMENTS:

The Developer shall offer easements and dedications for, and shall improve his share of the ultimate street widths for the following named streets in accordance with the City's General Plan:

Isabel Avenue

Isabel Avenue is a major street in the General Plan. Along the project frontage Isabel Avenue is currently a 4-lane road with a striped median to accommodate turning lanes and a Class IIa bike lane in each direction.

The Isabel Neighborhood Specific Plan (INSP) requires that the existing bike lane at the project frontage on Isabel Avenue be replaced with a new Class IV separated bike lane with buffer along the project frontage in the northbound direction. Installation of this Class IV bike lane will include a physically raised barrier.

The Class IV bike lane will be comprised of an 8' bike lane and 3' median buffer. The median buffer shall have 6" deep curbs and be filed with landscaping and a decorative surface treatment subject to the review and approval of the Community Development Department. The Developer shall provide a minimum of 3 samples of proposed decorative surface treatments for the median buffer during the design phase for review and approval by the Community Development Department.

Final design of the Class IV bike lane shall include but is not limited to appropriate transitions to and from the existing Class IIa to the Class IV bike lane; modifications to signing and striping; any surface treatments and/or structures, and any necessary utility services needed for the maintenance of the median buffer.

To accommodate the space needed for the Class IV bike lane the Developer shall reconfigure Isabel Avenue as follows:

9'4½ raised median (to be constructed by others) (***Revised 6/5/24 by Staff)***
11.5' left turn lane
11.5' left turn lane
11.5' travel lane
11.5' travel lane

11.5' right turn lane
3' raised buffer median
8' Class IV bike lane

The Developer shall not be responsible for constructing the ***9'*** ~~4'~~ median but will need to coordinate its construction with the Developer of Isabel Crossings (SUB22-008) by locating the Isabel Avenue lane configurations in their ultimate locations. ***(Revised 6/5/24 by Staff)***

The City is intending to redesign the intersection of Isabel and Portola Avenue to provide protection for cyclists utilizing the Class IV bike lane on Portola Avenue and passing through the intersection. The Developer shall install a corner island at the intersection to provide this protection. The revised intersection design shall be coordinated with the Isabel Crossings (SUB22-008) project across the street.

In order to provide a pedestrian connection to the existing multi-use trail on the site, the Developer shall construct a sidewalk on the Isabel frontage that will veer to the east to connect to the trail at an appropriate location. The Developer shall dedicate any additional easements needed to provide the public with access to this pedestrian connection. Maintenace of this pedestrian connection and any additional landscaping installed adjacent to the pedestrian connection shall be determined prior to the filing of the final map for the project.

Portola Avenue

Portola Avenue is a major street in the General Plan. Along the project frontage Portola Avenue is a 4-lane road with a landscaped median to accommodate turning lanes and a Class IIa bike lane in each direction.

The Isabel Neighborhood Specific Plan (INSP) requires that the existing bike lane at the project location be replaced with a new Class IV separated bike lane with buffer along the project frontage in the eastbound direction. Installation of this Class IV bike lane will include a physically raised barrier.

Due to Portola Avenue right-of-way constraints, the Developer shall reconfigure the existing east bound bike Class IIa bike lane between Isabel Avenue and Tranquility Circle as a Class IV bike lane.

The Class IV bike lane will be comprised of a ***6.5'*** ~~7'~~ bike lane and ***12"*** ~~6"~~ deep median curb buffer. The buffer area shall be designed with a combination of median buffer and open segments to provide cyclists with both a travel lane separated from traffic and periodic openings needed for drainage and maintenance access to the buffered bike lane. The median curb buffer shall be approximately 50'- 60' in length. At the intersection with Tranquility Way, the Class IV bike lane shall transition to a 9.5' shared right turn and bike ~~lane with a striped separation from the through lanes~~. ***(Revised 6/5/24 by PC)*** ***(Revised 6/5/24 by Staff)***

Final design of the Class IV bike lane shall include but is not limited to appropriate transitions to and from the existing Class IIa to the Class IV bike lane; modifications to lane widths on Portola

Avenue, modifications to signing and striping; any surface treatments and/or structures, and any necessary utility services needed for the maintenance of the median buffer.

Tranquility Circle

The Developer shall delineate and strip parking stalls on both sides of Tranquility Circle along the project frontage to the satisfaction of the City Engineer. (Revised 6/5/24 by PC)

Interior Streets

The interior streets are minor streets that shall be 26 feet wide with no on-street parking except where guest parking stalls are located. All private interior streets will be designated as Commons to distinguish them from public streets.

The Developer shall incorporate the use of directional curb ramps where practical to the satisfaction of the City Engineer. (Revised 6/5/24 by PC)

The Developer shall incorporate the use of raised crosswalks where practical to the satisfaction of the City Engineer. (Revised 6/5/24 by PC)

Alleys

All alleys shall have a minimum 22 feet wide clear travel way and be separated from the interior streets by a standard driveway or valley gutter. All alleys are to be private and maintained by the Homeowners Association for the project.

Emergency Vehicle Access and Bridge

The Developer shall construct and dedicate an easement for Emergency Vehicle Access on all streets and alleys as shown on the Tentative Map. The bridge crossing the creek providing access to Lots 14, 15, and 16 must be rated for a vehicle loading to support the weight of Emergency Vehicles. Supports for this bridge must be located outside of the creek as defined in the RWQCB Site No. 02-01-C1187 Water Quality Certification Attachment C, Exhibit A "Extent of Deed Restriction" to minimize alterations to the creek and the need to obtain regulatory permits.

Additionally, prior to the start of framing for any buildings, full street sections shall be installed to provide access for emergency vehicles during construction of the buildings. Full street sections shall include installation of fire hydrants, utilities and curb and gutters.

CASp Certification for Public Walkways/Sidewalks

The Developer shall have a certified CASp Specialist review and certify that the design for all pedestrian improvements within the public right-of-way or a public easement complies with the following applicable regulations: American with Disabilities Act (ADA) requirements, the Public Rights-of-Way Accessibility Guidelines (PROWAG), and the requirements found in Chapter 11B of the 2019 California Building Code. If an accessibility design cannot meet the above listed

applicable standards, the Developer shall propose and the CASp Specialist shall concur with a design exception request for approval by the City Engineer or their designee. In addition, the Developer shall have the certified CASp Specialist inspect and certify that pedestrian improvements are installed per the CASp certified design. Pedestrian improvements include new trails, walkways, sidewalks, accessible ramps, connections between existing and new pedestrian improvements, and modifications to existing pedestrian improvements within or adjacent to the project site, as shown on the approved plans.

5. TRAFFIC SIGNALS

Because the intersection of Isabel Avenue and Portola Avenue will be reconfigured with this project, the Developer shall coordinate with the City and adjacent Developers to adjust the existing traffic signal to accommodate changes to the intersection. Developer will be responsible for adding components to the existing traffic signal such a push buttons or pedestrian signals on the south east corner of the intersection that may be necessary to compliment the ultimate function of the reconfigured intersection.

6. TRAFFIC IMPACT FEE CREDITS AND REIMBURSEMENTS:

A. CREDITS

The developer has previously installed TIF improvements and provided land conveyances for the Isabel Avenue/I-580 Interchange Project in accordance with the Amended and Restated Development Agreement No. 114-97. The developer will receive TIF credits for this project in accordance with said development agreement.

7. SANITARY SEWERS

Because the Developer has chosen to install the City standard asphalt street section for the majority of the streets with only specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) in a few areas to act as "accents" to the project entry or other areas as approved by the City Engineer, the sanitary sewer may be publicly maintained. However, in order to facilitate the maintenance and repair of the public sanitary sewer lines in the future, the Developer shall install double-walled pipe or other pipe protective measures as approved by the City Engineer, in all locations where the pipe runs under specialty paving. Additionally, no pipe joints will be allowed in specialty paving areas.

Sewer shall be extended across all frontages of each phase.

Sewer laterals with two-way cleanouts behind the curb shall be installed to each lot or site before the streets are surfaced.

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

A. General

1. This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the Developer shall provide evidence

that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the Developer per the Notice of Intent on file with the State Water Resources Control Board".

2. Necessary interceptor ditches shall be concrete. Field inlets and storm drainage pipe may be necessary in conjunction with concrete interceptor ditches as secondary drainage releases. All interceptor ditches shall be privately maintained.

The project will utilize the existing treatment and detention basin located on Parcel D of Tract 8121.

B. Storm Drainage Requirements

Per the City's Facilities Planning Guidelines (dated June 2005), the flows must have the following characteristics:

> *For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.*
>
> *For a 100-year design discharge: a HGL does not exceed the top of curb elevation. (This is required for item 3 above.)*

For additional detail on these guidelines, the applicant should refer to the following resources: City of Livermore Storm Drain Master Plan & City of Livermore Facilities Planning Guidelines (both available at the Engineering counter at City Hall).

Since the Developer has chosen to build private streets, the storm drain system will be privately owned and maintained by a homeowner's association and maintained to the property line. In order to differentiate the ownership of public and private facilities, the Developer shall provide the additional structures (manholes and or catch basins) to be installed at the property line.

C. Stormwater Infrastructure Maintenance Funding

The cost to maintain all private storm water infrastructure installed with this project shall be funded by the Developer.

D. Channels

Although no modifications are proposed to the adjacent un-named creek and the Arroyo Las Positas, if design changes are required the Developer shall obtain the approval of the California Department of Fish and Game (through a stream alteration permit), the Army Corps of Engineers, the Regional Water Quality Control Board, the State Department of Water resources, the U.S. Fish and Wildlife Service, and Alameda County Flood Control and Water Conservation District (Zone 7) if required by those agencies.

E. Storm Water Treatment, Detention and Low Impact Development Requirements

1. *The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. Stormwater Treatment, Low Impact Development, and Trash Capture is required by the Regional Water Quality Control Board. The Developer shall complete and or update the Stormwater Requirements Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements described in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. City approval of this plan and calculations is required prior to the approval of the improvement plans.*

2. *If this project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from* www.bayareamodel.org. *For additional information you may contact Debbie Salgado in the City's Engineering Department at (925-960-4558)*

3. *Prior to final map approval, the applicant shall enter into a maintenance agreement with the City of Livermore for all storm water treatment devices deemed necessary on this site. If the stormwater treatment devices will be maintained by the individual homeowners a cleanout will be necessary at the property lines to allow the residents to maintain their portion of the private storm drain underdrain. If the stormwater treatment device will be maintained by a Homeowners Association, then the cleanouts at each of the property lines may not be needed. The storm drain treatment devices shall be shown on the plat plans and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement(s) shall be recorded prior to recordation of the Final Map.*

F. Stormwater Treatment Infrastructure Maintenance Funding

The cost to maintain all storm water treatment, detention and low impact development infrastructure installed with this project shall be funded by the Developer.

9. REQUIRED SOURCE CONTROL STORMWATER MEASURES

The Regional Water Quality Control Board adopted Order R2-2022-0018 issuing the Alameda Countywide NPDES municipal storm water permit for the Alameda Countywide Clean Water Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

> *"The Permittees shall, as part of their continuous improvement process, submit enhanced new development and significant redevelopment Performance Standards that summarize source control requirements for such projects to limit pollutant generation, discharge, and runoff, to the maximum extent practicable..."*

In accordance with this requirement, the following source control measures, included as part of these Conditions of Approval, shall be implemented as a part of this project.

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

On-site storm drain inlets, except inlets located in landscaped areas, shall be clearly marked with the words "No Dumping! Flows to Bay" on a plastic marker. The stainless steel markers are available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly developed, privately maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

Approved interior floor drains shall be plumbed to the sanitary sewer system and shall not be connected to the storm drain system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

3. Parking Garages

Interior level parking garage floor drains shall be connected to a sand/oil interceptor or equivalent water treatment device approved by the Water Resources Division prior to discharging to the sanitary sewer system.

4. Pesticide/Fertilizer Application and Irrigation

a. Landscaping shall be designed to minimize irrigation and runoff, promote surface infiltration where possible, minimize the use of fertilizers and pesticides that can contribute to storm water pollution, and incorporate appropriate Bay-Friendly Landscaping principles.

b. If a landscaping plan is required as part of a development project application, the plan shall meet the following conditions related to reduction of pesticide use on the project site:

I. Where feasible, landscaping shall be designed and operated to treat storm water runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

II. Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.

III. Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.

IV. Unless otherwise specified, proper maintenance of landscaping shall be the responsibility of the property owner.

V. Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design. Some examples of IPM principles and techniques include the following:

i. Select plants that are well adapted to soil conditions at the site.

ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.

iii. Provide irrigation appropriate to the water requirements of the selected plants.

iv. Select pest and disease resistant plants.

v. Plant a diversity of species to prevent pest infestation from affecting the entire landscaping plan.

vi. Use "insectary" plants in the landscaping to attract and keep beneficial insects.

VI. Landscaping shall also comply with City of Livermore's "Water Efficient Landscape Ordinance". However, areas of a site used for bio-swales or other landscaped areas that function as a storm water treatment measure shall be exempt from the Water Efficient Landscaping requirements.

VII. An efficient irrigation system shall be installed in areas requiring irrigation. An example of an efficient irrigation system is one that includes a weather-based (automatic, self-adjusting) irrigation controller with a moisture and/or rain sensor shutoff, and in which sprinkler and spray heads are not permitted in areas less than 8 feet wide.

5. Pool, Spa, and Fountain Discharges

a. New or rebuilt swimming pools, hot tubs, spas and fountains must have a connection to the sanitary sewer to facilitate draining. This connection could be a drain in the pool to the sanitary sewer or a cleanout located close enough to the pool so that a hose can readily direct the pool discharge into the sanitary sewer cleanout.

b. When draining is necessary, a hose or other temporary system shall be directed into a sanitary sewer cleanout, or vegetated areas that are large enough to accommodate the volume without allowing the discharged water to flow to the storm drain system or receiving water body.

6. Food Service Equipment Cleaning (NOT USED)

7. Refuse Areas (NOT USED)

8. Outdoor Process Activities/Equipment [1] (NOT USED)

9. Outdoor Equipment/Materials Storage (NOT USED)

10. Vehicle/Equipment and Commercial/Industrial Cleaning (NOT USED)

11. Vehicle/Equipment Repair and Maintenance (NOT USED)

12. Fuel Dispensing Areas [2] (NOT USED)

13. Loading Docks (NOT USED)

14. Fire Sprinkler Test Water

Provisions shall be made in the project design and construction to allow for the discharge of fire sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

15. Miscellaneous Drain or Wash Water

    a. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

    b. For small air conditioning units, air conditioning condensate shall be directed to landscaped areas as a minimum BMP. For large air conditioning units, in new developments or significant redevelopments, condensation lines shall be connected to the sanitary sewer system, wherever feasible.

    c. Roof drains shall discharge and drain away from the building foundation to landscaped areas wherever feasible.

    d. Washing and/or steam cleaning activities must be performed at an appropriately equipped facility that drains to the sanitary sewer as specified in Section J. Any outdoor washing or pressure washing must be in compliance with the City's Stormwater Management Program requirements and managed in such a way that there is no discharge of soaps or other pollutants to the storm drain system. The applicant shall contact the Water Resources Division for specific discharge requirements.

16. Architectural Copper Installation (NOT USED)

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[2] The fueling area shall be defined as the area extending a minimum of 6.5 feet from the corner of each fuel dispenser or the length at which the hose and nozzle assembly may be operated plus a minimum of one foot, whichever is greater.

B. II. OPERATIONAL BMPS

This section details Best Management Practices (BMP) that private property owners and/or the occupants of private property must implement following the construction of projects. Ultimately, the responsibility for implementation of these BMPs rests with the property owners. The City of Livermore's Source Control Program routinely performs inspections of industrial and commercial sites to verify BMP implementation and effectiveness.

1. Paved Sidewalks and Parking Lots

   Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer. Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall wash water containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Streets, Utilities and Common Areas

   a. The owner of private streets and storm drains shall prepare and implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.

   b. For residential developments, where other maintenance mechanisms are not applicable or otherwise in place, a Property Owners Association, Landscape& Lighting District, or an equivalent mechanism shall be created and shall be responsible for maintaining all private streets and private utilities and other privately owned common areas and facilities on the site including landscaping. These maintenance responsibilities shall include implementing and maintaining storm water BMPs associated with improvements and landscaping. CC&R's creating the association shall be reviewed and approved by the City prior to the recordation of the Final Map and recorded prior to the sale of the first residential unit. The CC&R's or Landscape & Lighting District shall describe how the storm water BMPs associated with privately owned improvements and landscaping shall be maintained and detail contact information for the entity responsible for such maintenance activities.

3. Vehicle/Equipment Repair and Maintenance

   a. No person shall dispose of, or permit the disposal, directly or indirectly, of vehicle fluids, hazardous materials, or rinse water from parts cleaning operations into storm drains.

   b. No vehicle fluid removal shall be performed outside a building, or on asphalt or ground surfaces, whether inside or outside a building, except in such a manner as to ensure that

any spilled fluid will be in an area of secondary containment. Leaking vehicle fluids shall be contained or drained from the vehicle immediately.

c. No person shall leave unattended drip parts or other open containers containing vehicle fluid unless such containers are in use or in an area that cannot discharge to the storm drain.

4. Fueling Areas (NOT USED)

5. Loading Docks (NOT USED)

6. On-site Storm Drains

   All on-site storm drains must be inspected and, if necessary, cleaned at least once a year immediately prior to the rainy season.

7. Architectural Copper Cleaning, Treating or Washing (NOT USED)

10. WATER SUPPLY (CITY)

Because the Developer chosen to install the City standard asphalt street section for the majority of the streets with only specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) in a few areas to act as "accents" to the project entry or other areas as approved by the City Engineer, the water lines may be publicly maintained. However, in order to facilitate the maintenance and repair of the water lines in the future, the Developer shall install double-walled pipe on or other pipe protective measures as approved by the City Engineer, in all locations where the pipe runs under specialty paving. Additionally, no pipe joints will be allowed in specialty paving areas.

Water mains shall be extended across all frontages of each phase and all waterline valves must notate "EPDM" on the valve body.

The project is located within the City of Livermore Water Zone 1, the developer shall install pressure reduction valves (PRVs), backflow prevention devices and appurtenances on the potable and reclaimed water services as directed by the City Engineer.

The fire service backflow preventer(s) shall be effectively screened from the public right-of-way while at the same time preserving ease of maintenance access to the backflow preventer(s). Screening shall be as specified on City Standard Detail W-10A, B and C. The fire service backflow preventer(s) shall meet the performance standards of the backflow preventer shown in City Standard Detail W-10A, B and C.

11. UNDERGROUNDING OF UTILITIES:

All existing and new electric (with the exception of any 60 KV and higher voltage wires) and communication lines along the project frontage and within the project shall be placed underground. Electric, gas, Comcast and SBC utilities are required and shall be placed in a common trench. All electric transformers shall be placed underground. (Commercial and industrial developments may

have above ground transformers).

12. TRAILWAY/BIKEWAY REQUIREMENTS

Active Transportation Plan

Certain portions of this development are within the City of Livermore Active Transportation Plan established and adopted as part of the General Plan. In accordance with this plan, the Developer will be required to construct Class IV bike lanes along the project frontages of Portola Avenue and Isabel Avenue.

13. MEDIANS AND OTHER LANDSCAPED AREAS

Since the City has a new centralized irrigation system with a computer terminal and modem located at the City's Maintenance Service Center, for any landscape improvements that will be maintained by the City, the Developer shall install a City standard centralized irrigation controller system with communication accessories as approved by the City. The City may exempt this requirement based on the limited size of the landscape area.

14. HORTICULTURIST'S REPORT

A Horticulturist's report will be required if the site is located north of Highway I-580.

15. SPECIAL DISTRICTS

A. Landscaping and Lighting Maintenance and Operation

This development is within Landscape Maintenance District No. LL-857 and is subject to the charges and requirements thereof.

The Developer shall prepare an amended assessment diagram and amended Engineer's Report incorporating all new parcels into LL-857 and shall be submitted for City review with the first improvement plan submittal.

B. Assessment District

This development is within Community Facilities District 2016-1(Sage Maintenance) (CFD) and is subject to the charges and requirements thereof. Because the CFD was formed with a non-residential use for the parcels within Tract 8612, the Developer shall bear the costs for any changes or modifications to the CFD that will be necessary to reconfigure the assessments for the new residential use within Tract 8612.

This development is within Community Facilities District 2016-2 (Shea Properties) (CFD) and is subject to the charges and requirements thereof. Because the CFD was formed with a non-residential use for the parcels within Tract 8612, the Developer shall bear the costs for any changes or modifications to the CFD that will be necessary to reconfigure the assessments for the new residential use within Tract 8612.

The development shall annex into Community Facilities Maintenance District 2023-1 (Isabel Neighborhood Specific Plan) to provide for maintenance funds for their pro-rata share of public infrastructure and landscaping that is installed with the Isabel Neighborhood Specific Plan.

The Developer shall initiate and bear the costs for the annexation into CFD 2023-1.

Annexation documents shall be filed with the filing of the final map. The necessary documentation shall be submitted for City review with the first improvement plan submittal.

16. AIRPORT LOCATION

This development is located in the vicinity of the Livermore Municipal Airport. Aircraft operations in the vicinity of the property may potentially create nuisances, including but not limited to noise, vibration or odors. The owner and or future buyer should be aware that operations and flight numbers at the Livermore Municipal Airport could increase in the future. A report must be filed with the Division of Real Estate relative to this matter.

All projects within the vicinity of Livermore Municipal Airport shall grant an avigation easement to the City. The Developer has already filed and recorded this easement over the project property (RSN 2003006164).

17. SUBDIVISION AGREEMENT AND SECURITY

Following tentative map approval, the Subdivision Improvement Agreement will not be submitted to the City Council until the Developer has submitted all of the documents indicated in the "Final Approval of Tract Map Checklist" in the Development Plan Check and Procedures Manual (28) days prior to the city council meeting at which the final map will be considered for final approval by the City Council.

18. FEE AMOUNTS

The Developer will be required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fee shall be the amount in effect at the time the fee is required to be paid, unless otherwise vested under Development Agreement 114-97, as amended.

19. VEHICLE ACCESS

Prior to or with the submittal for the first plan check of the tract improvement plans and final map, the Developer shall submit for review and approval a traffic control plan for providing safe entry to and exit from the site. The purpose of the plan is to insure that there will be safe entry and exit by construction and other vehicles prior to the installation of the required permanent improvements for the project.

Access to the development by construction equipment, material delivery and other heavy loads shall be limited by the Developer to the following route:

I-580 to Isabel Avenue to Tranquility Circle.

Such heavy loads will not be allowed on existing residential streets in the vicinity of the development.

The wheel-loading on the above routes shall not exceed State load limits.

20. DEVELOPMENTS WITH PRIVATE ROADWAYS AND UTILITIES (Condominiums, Row Houses, Cluster, etc.)

The private improvements of the private street system are part of the improvements required of this subdivision. For this reason, the Developer shall pay Engineering Division plan check and construction inspection fees and the City Engineering Division will provide these services. The Developer will also provide subdivision security for the required private improvements.

JW:DES

VTTM 8612_Shea Homes Tranquility (Aura) ECs 6-5-24 Final Final for CC

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Developer shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Developer is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Pollution Liability:
   $1,000,000 per occurrence.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

Completed Operations

Developer shall maintain insurance as required by this contract for a minimum of five years following the completion of this project. In the event the Developer fails to obtain or maintain completed operations coverage as required by this agreement, the City of Livermore at its sole discretion may purchase the coverage required and the cost will be paid by the Developer. Completed Operations endorsement or coverage shall be at least as broad as Insurance Services Office CG 20 38. Developer shall require and verify that all subcontractors or other parties hired for this Agreement purchase and maintain coverage for indemnity and insurance requirements at least as broad of specified in this Agreement to the extent they apply to the scope of the subcontractor's work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this agreement. Developer shall include the following language in their agreements with Subcontractors: "Subcontractor agrees to be bound to Developer and City in the same manner and to the same extent as Developer is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements,

with any sub-subcontractor to the extend they apply to the scope of the Sub-subcontractor's work. A copy of the City Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request." Developer shall provide proof of such compliance and verification to the City upon request.

Verification of Coverage

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.4**

DATE: September 28, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of an Affordable For-Sale Housing Agreement with Shea Homes, Inc., for a 164-unit subdivision located southwest of Portola Avenue and Tranquility Circle intersection.

RECOMMENDED ACTION

Staff recommends the City Council authorize the City Manager, or her designee, to:

1. Execute an Affordable For-Sale Housing Agreement with Shea Homes, Inc., attached hereto as Exhibit A, for a 164-unit subdivision located southwest of Portola Avenue and Tranquility Circle intersection (Vesting Tentative Tract Map 8612)

2. Take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

SUMMARY

On July 8, 2024, the City Council approved a 164-unit for-sale condominium project by Shea Homes located near Portola Avenue and Tranquility Circle. Under the inclusionary housing requirements in effect at the time, the project must provide 32.8 affordable units for Median- and Moderate-income households. On June 8, 2026, the City Council approved a Subdivision Amendment and Site Plan Review Modification allowing part of the Moderate-income requirement to be met through payment of in-lieu fees. Under the proposed Affordable Housing Agreement, the Developer will provide 17 affordable units on-site (nine Median-income and eight Moderate-income). This meets the minimum 10% on-site requirement for Density Bonus eligibility. The remaining 16 Moderate-income units may be satisfied through in-lieu fees.

As proposed, the Developer will pay an in-lieu fee of $158,818 per unit for eight (8) of the 16 fee-eligible Moderate-Income units, totaling $1,270,544. The remaining eight (8) units will be marketed for sale; however, if the City does not identify qualified Affordable Homeownership Program buyers within 90 days, the Developer may pay the in-lieu fee for those units. Staff recommends approval of the agreement because it complies with State Density Bonus Law and the City's Affordable Housing Ordinance while

generating funding that the City can use to support deeper affordability in future projects, such as phase two of the Pacific Avenue Senior Apartments. The in-lieu fee will help to create Very Low- to Low-income units, advancing the City's long-term affordable housing production goals.

DISCUSSION

On July 8, 2024, the City Council approved the 164-unit for-sale residential condominium subdivision, known as “Aura”, proposed by Shea Homes, Inc. (“Developer”), located southwest of the Portola Avenue and Tranquility Circle intersection (the “Development”). The Development is subject to an affordability obligation of 32.8 units reserved for sale to Median- and Moderate-income (100% and 120% of Area Median Income) households, as it was approved under the previous Affordable (Inclusionary) Housing Ordinance requirements (Livermore Development Code Chapter 10.06.050) for residential projects within the Isabel Neighborhood Specific Plan Area (INSP). The developer proposed to round up the 0.8 fractional unit and provide 33 total affordable units on-site, thus providing 20.12% of units as affordable on-site. As part of the project’s approval, the Developer used a State Density Bonus Program incentive to waive the requirement that affordable units reflect the mix of plan types offered in the project. Under this waiver, all affordable units will be provided as “Plan One,” a three-bedroom, three-bathroom unit type.

On June 8, 2026, the City Council approved a Subdivision Amendment and Site Plan Review Modification authorizing an alternative means of compliance, allowing the Developer to satisfy a portion of the affordability requirement through an in-lieu fee rather than by constructing all required Moderate-income units on-site. The total number of units in the Development remains unchanged; however, a portion of the required Moderate-income units may instead be sold at market rate and replaced by an in-lieu fee payment. As a condition of approval, and in accordance with the City’s Affordable Housing Ordinance, the Developer must enter into an Affordable Housing Agreement to satisfy the Inclusionary Housing requirement.

To meet the affordable housing requirement, the Developer proposes to construct 17 on-site affordable units, consisting of nine (9) units priced for Median-income buyers and eight (8) units priced for Moderate-income buyers. These units meet the minimum 10% affordability threshold required to qualify for the Density Bonus incentive. The Developer proposes to satisfy the obligation for the remaining 16 Moderate-income units needed to meet the City’s inclusionary requirement through both an in-lieu fee payment, pursuant to the City’s Municipal Code Ch. 3.26, and an option for an in-lieu fee payment based on specified conditions. Under the proposed agreement, the Developer will pay the City an in-lieu fee of $158,818 per affordable unit, totaling $1,270,544 for eight (8) units, to be collected on a pro rata basis at final inspection. For the remaining eight (8) units, if the City does not identify eligible buyers in the Affordable Homeownership Program within 90 days, the Developer may also satisfy the requirement through the in-lieu fee of $158,818, payable upon close of escrow for each unit.

The City’s affordable housing in-lieu fee methodology applicable to this project requires comparing the estimated base market-rate sales price of the new residential unit subject to the requirement with the City's affordable sales price to determine the “affordability gap” that the fee must cover. The ordinance excludes price increases due to lot premiums or upgraded amenities. The Developer submitted current sales and marketing information for similar units at their Serenity development, as required by Livermore Municipal Code 3.26 to establish an estimated market sales price for calculating affordable housing in-lieu fees. Shea recently sold two units comparable to Aura's Moderate-income units with base prices of $785,000. The Developer reports that sales incentives averaging $36,306, such as rate buydowns and

closing cost assistance, are needed in the current market and function as an additional price reduction. This has been observed in other developments to encourage sales; however, incentives are not listed in the Municipal Code as an exclusion from the calculation of base market price and have been excluded from consideration. Shea anticipates lower net sales prices in a slow market characterized by high interest rates and limited buyer demand.

Over the next two years, when Aura comes to market, conditions and buyer demand from Moderate-income households in the Affordable Homeownership Program are anticipated to remain similar. Based on this information, Staff recommends that Serenity's current base market sale price of $785,000 is a reasonable basis for the in-lieu fee calculation. Using the current base market price ensures that the in-lieu fee reflects true market dynamics and provides a reliable, equitable basis for determining the fee alternative to providing on-site affordable units.

Staff recommends approval of the agreement because it satisfies the on-site unit requirements of the State Density Bonus Law and complies with the City's Affordable Housing Ordinance through a partial in-lieu fee alternative. Allowing an in-lieu fee option for a portion of the units ensures that future increases in market demand for Moderate-income affordable units can be met, while also providing the Developer with a fee alternative if needed. This approach will advance the City's affordable housing goals and provide funds to support progress toward meeting its Regional Housing Needs Allocation (RHNA) for lower-income households, including future phases of projects like the Pacific Avenue Senior Apartments.

Based on the level of City subsidy provided for Phase 1 of the Pacific Avenue Senior Apartments project (approximately $88,000 per unit), the in-lieu fee collected through this amendment could support the future development of up to approximately 29 Very Low- to Low-income units (50-80% of Area Median Income). In-lieu fees provide a strategic benefit to the City by creating a flexible funding source that can be directed toward projects in the City's affordable housing development pipeline. This approach supports deeper affordability, leverages planned projects, and advances the City's long-term affordable housing objectives.

FISCAL AND ADMINISTRATIVE IMPACTS

If approved, the Affordable Housing Agreement will provide 17 affordable units for sale to Median- and Moderate-income homebuyers and provide an in-lieu fee equivalent for up to 16 affordable units. Upon the sale of each affordable unit, the City will hold a promissory note secured by a deed of trust for the difference between the home's market value and its affordable price. The note requires no payments and may transfer to a new eligible buyer; however, if the home is later sold at an unrestricted market-rate price to an ineligible buyer, the City will collect the full note amount plus interest. The agreement also authorizes the City to receive a 1.5% administrative fee at closing for services to market the unit, identify, and screen an eligible homebuyer.

As an alternative to providing 16 Moderate-income for-sale units required under the project's affordability obligations, the Developer may instead:

- Pay the City an in-lieu fee for eight (8) Moderate-income units at a rate of $158,818 per unit, totaling $1,270,544. This fee will be paid on a pro rata basis at the time of final inspection for the units in the development
- Provide eight (8) Moderate-income units for sale, and if an eligible buyer is not identified by the City within 90 days, the Developer may satisfy the requirement for that unit through an in-lieu fee

at a rate of $158,818 per unit, which would be paid upon close of escrow.

Funds will be deposited into the City's Affordable Housing Trust.

COMMUNITY PILLAR

1: A Safe Community that Thrives

ATTACHMENTS

1. Resolution
2. Exhibit A - Affordable For Sale Housing Agreement with Shea Homes, Inc. (Shea Aura)

Prepared by: Shelly Haynes
Management Analyst II

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Dustin Claussen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AFFORDABLE FOR SALE HOUSING AGREEMENT WITH SHEA HOMES, INC. FOR A 164-UNIT SUBDIVISION LOCATED SOUTHWEST OF THE PORTOLA AVENUE AND TRANQUILITY CIRCLE INTERSECTION

(Vesting Tentative Tract Map 8612 – Shea Aura Development)

On July 8, 2024, the City Council adopted Resolution No. 2024-119, which approved Vesting Tentative Tract Map 8612 – Subdivision 21-007 and Site Plan Design Review 21-006 for the Shea Aura Development ("Project"). The Project consists of 164 for-sale condominium units, thirty-three of which were designated as affordable units. The conditions of approval require the execution of an affordable housing agreement to ensure all provisions of the City's inclusionary housing ordinance are satisfied.

On June 8, 2026, and after a properly noticed public hearing, the City Council adopted Resolution No. 2026-094, which, among other things, approved Subdivision Amendment 26-001 and Site Plan Design Review Modification 26-013 and authorized an alternative means of compliance with the City's inclusionary housing ordinance. Pursuant to the conditions of approval, as amended, Shea Homes, Inc. ("Developer") remains obligated to enter into an affordable housing agreement with the City.

The Developer now desires to enter into the *Affordable For Sale Housing Agreement*, attached hereto as Exhibit A, to satisfy its affordable housing requirement. The agreement requires: (1) the Developer to construct seventeen on-site affordable units, nine of which will be reserved for sale at the median income price and eight of which will be reserved for sale at the moderate income price, meeting State Density Bonus requirements; and (2) that, as an alternative means of compliance with the Developer's obligation to construct an additional sixteen units reserved for moderate income purchasers, the Developer shall, for eight units, pay an in-lieu fee of $158,818 per unit and, for the remaining eight units, pay the same in-lieu fee only if the City is unable to provide the names of eligible purchasers, under the City's Affordable Homeownership Program, for the units within ninety days of receipt of a potential sale notice from the Developer.

Staff recommends approval of the *Affordable For Sale Housing Agreement* because it complies with state and local affordable housing requirements while generating flexible funding the City can use to support deeper affordability in future projects, advancing long-term housing goals and supporting the City's Regional Housing Needs Allocation obligations.

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

1. Authorizes the City Manager, or her designee, to execute an affordable for sale housing agreement with Shea Homes, Inc., attached hereto as Exhibit A, for a 164-unit subdivision located southwest of the Portola Avenue and Tranquility Circle intersection (Vesting Tentative Tract Map 8612).

2. Authorizes the City Manager, or her designee, 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 September 28, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Affordable For Sale Housing Agreement with Shea Homes, Inc. (Shea Aura)

Recording Requested By:

CITY OF LIVERMORE

And When Recorded Mail to:

The City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: City Clerk

Documentary Transfer Tax $ Exempt R&T Code 11922

By:

City of Livermore

Recording Fee $0.00 Gov't Code 27383

APN: 903-0014-004 (PARCEL C1), 903-0014-005 (PARCEL C2), 903-0014-006 (PARCEL C3) and 9030014-007 (PARCEL C4)

AFFORDABLE FOR SALE HOUSING AGREEMENT BY AND BETWEEN CITY OF LIVERMORE AND SHEA HOMES, INC.

This Affordable For Sale Housing Agreement ("Agreement") is entered into on_____, _____, 2026 by and between the City of Livermore, a municipal corporation ("City"), and Shea Homes, Inc., a Delaware corporation ("Developer").

RECITALS

A. A serious shortage of affordable housing exists in the City. Of particular concern is the shortage of housing for low-income and moderate-income households.

B. As set forth in Chapter 3.26, *Affordable Housing Fee*, of the Livermore Municipal Code, the City commissioned the "2013 Residential Nexus Analysis" and "2013 Financial Feasibility Analysis" to analyze the relationship between for-sale residential development and the need for affordable housing, and the financial feasibility of the City's inclusionary housing requirements. The studies found a direct impact of homebuilding activity on the need and level for affordable housing, with the impact of for-sale residential units on the need for affordable housing being commensurate with a fifteen percent (15%) inclusionary requirement in the General Plan area. The feasibility analysis commissioned by the City as part of the development of the Isabel Neighborhood Specific Plan ("INSP") found that a twenty percent (20%) inclusionary requirement for the INSP, which was applicable at the time of Developer's application to the City, was developed to be economically equivalent to the fifteen percent (15%) inclusionary requirement for the General Plan area.

C. The City's General Plan Housing Element identifies the goal of providing housing that is affordable to all economic segments of the community and provides that: (1) in the General Plan area, fifteen percent (15%) of the dwelling units are affordable; (2) in the Downtown Specific Plan area, ten percent (10%) of the dwelling units are

affordable; and (3) in the INSP area, twenty percent (20%) of the dwelling units are affordable. Pursuant to Section 10.06.050 of the Livermore Development Code, these affordability requirements may be satisfied by alternative means, which include payment of in-lieu fees to be used in affordable housing projects.

D. Developer desires to build a residential development in the INSP area of the City of Livermore, on real property identified as Vesting Tentative Tract Map ("VTTM") 8612 – Subdivision ("SUB") 21-007, which is more particularly described in Attachment "1" hereto (the "Property"), and to enter into this Agreement to satisfy its affordable housing requirement.

E. On June 8, 2026, the City Council held a public hearing to consider a request by Developer to amend the project approvals for VTTM 8612 – SUB 21-007 and Site Plan Design Review (SPDR) 21-006, known as Aura ("the Project"). Following a properly noticed and held public hearing, the City Council adopted Resolution No. 2026-094, which approved Subdivision Amendment ("SUBA") 26-001 and Site Plan Design Review Modification (SPDRM) 26-013, and authorized an alternative means of compliance with the City's affordable housing ordinance. These alternative means of compliance are implemented in this Agreement. Because the amendments to the map did not result in any physical changes to the environment that were not otherwise considered in the original project approvals, this project is governed by Section 10.06.050 of the Livermore Development Code.

F. Following the June 8, 2026 meeting of the City Council, staff in the Planning Division of the City's Community Development Department considered and approved a request by Developer to modify the plan type for the affordable units to include both the back-to-back townhome product type and the tandem townhome product type. The tandem units have the same number of bedrooms and bathrooms as the originally approved affordable units in the back-to-back townhome product type. Based on the Planning Division's review, the adjustment maintains substantial conformance with the approved entitlement and aligns with the intent of the State Density Bonus concession previously granted with the project's entitlement, which allowed clustering of the affordable units within a single plan and product type.

AGREEMENT

NOW THEREFORE, in consideration of the terms, conditions, and covenants set forth herein, the City and Developer agree that the recitals are true and correct and further agree as follows:

1) Development
Developer intends to develop a subdivision consisting of 164 for sale single-family, attached housing units as described in that certain VTTM 8612, as amended by SUBA 26-001 ("the Map"), located southwest of the Portola Avenue and Tranquility Circle intersection, in Livermore, California (the "Development") and more particularly described in Attachment "1" hereto.

2) Affordability Requirements

a) Affordable Housing Requirement
Based on the Conditions of Approval for the Map, and Section 10.06.050, *Affordable Housing*, of the Livermore Development Code, Developer is required to provide thirty-three (33) residential units for sale at affordable prices to median income and moderate income households ("Units"). "Median income" and "moderate income" shall have the same meaning as "median income" and "moderate-income household," respectively, as set forth in Section 3.26.030 of the Livermore Municipal Code.

b) Satisfying the Affordable Housing Requirement
In satisfaction of the affordable housing requirement described in Section 2(a), *Affordable Housing Requirement*, above, Developer shall: (i) construct seventeen (17) units within the Development, nine (9) of which shall be reserved for sale at the Median Income Price (hereafter defined), and eight (8) of which shall be reserved for sale at the Moderate Income Price (hereafter defined) ("the Density Bonus Units"); and (ii) for the remaining sixteen (16) moderate income units, construction of which would otherwise be necessary for Developer to meet the affordability requirements for the Development of twenty percent (20%) affordable units of which fifteen percent (15%) are moderate income units, Developer shall (1) for eight (8) moderate income units (collectively, "the Fee Units" and, individually, "Fee Unit"), pay an in-lieu fee consistent with the requirements of Section 3.26.050(C) of the Livermore Municipal Code, as further described in Section 2(c), *In-Lieu Fee Calculation for Eight (8) Moderate Income Fee Units*, below, and (2) for the other eight (8) moderate income units (the "Potential Affordable Units"), pay an in-lieu fee consistent with the requirements of Section 3.26.050(C) of the Livermore Municipal Code and Section 2(d), *Evaluation of Market Conditions for Eight (8) Moderate Income Potential Affordable Units*, below if the City is unable to provide the names of eligible purchasers for the units, as further described in Section 2(d) below.

c) In-Lieu Fee Calculation for the Eight (8) Moderate Income Fee Units
As an approved alternate means of compliance with the City's affordable housing requirement, Developer shall pay to the City the amount of $158,818 per Fee Unit (the "In-Lieu Fee"), for a total payment of $1,270,544, as an in-lieu fee for eight (8) moderate income units that would otherwise be required to be reserved for sale at the Moderate-Income Price (hereafter defined). The payment will be made pro-rata at the time of final inspection on each of the 164 units across 21 buildings in the Development at a rate of $7,747.22 per unit times the number of units in the building (the "Per Unit Fee"). Developer shall pay the fees in accordance with the City's approved fee deferral program administered by the Building Division of the Community Development Department, which includes execution of an "Agreement

Creating a Lien to Secure Deferred Payment of Development Impact Fees" in the form approved by City Council on June 8, 2026 in Resolution 2026-087, if applicable.

d) Evaluation of Market Conditions for Eight (8) Moderate Income Potential Affordable Units

For up to eight (8) additional moderate income Potential Affordable Units, and subject to the requirements of Section 5, *Selection of Purchasers*, below, if the City does not provide Developer with the name of a moderate income purchaser eligible under the Program (hereafter defined) within ninety (90) days after the City's receipt of a Potential Sale Notice (hereafter defined) for a particular Potential Affordable Unit, Developer may, for that unit, pay the In Lieu Fee described above as if that Potential Affordable Unit was a Fee Unit and, thereafter, sell the unit at market rate, provided that a sufficient number of units remain available to satisfy the minimum affordability requirements for the Project, as set forth in this Agreement. Payment of the In-Lieu Fee shall be due at the close of escrow for the market-rate sale of the Potential Affordable Unit. At that time, the City will deliver into escrow a release of the affordability restrictions for that unit, contingent upon Developer's payment of the City's In-Lieu Fee.

3) Density Bonus Concession

Developer is utilizing Density Bonus Law (California Government Code Sections 65915-65918) and qualifies for a waiver of all development standards that would have the effect of physically precluding the construction of the Development as proposed and one incentive/concession, given that the Development allocates ten percent (10%) of for-sale units to median income and moderate income households, all of which qualify as moderate income units for purposes of Density Bonus Law. The Development used one incentive/concession to deviate from the City's affordable housing ordinance unit comparability requirement (*see* Section 10.06.050(D)(7) of the Livermore Development Code). The Development will concentrate the Affordable Units (as defined below) into either the 3-bedroom 3-bathroom Townhome Floor Plan One, or the 3-bedroom 3-bathroom Back to Back Floor Plan Five. Through the use of state law, the Development is providing smaller units on average than would normally be required under the City's affordable housing ordinance.

4) Location and Description of Affordable Units

a) The Density Bonus Units and, if made available pursuant Section 2(d) above, Potential Affordable Units (collectively, the "Affordable Units") shall include three bedrooms and shall be located at the addresses described below and further depicted in Attachment "2" attached hereto.

Unit Number	Address	Plan	No. of Bedrooms	No. of Baths	Square footage (+/-)
0103	505 Tranquility Circle	#1	3	3	1539
0204	107 Aura Common	#1	3	3	1539
0307	135 Aura Common	#1	3	3	1539
0402	145 Aura Common	#5	3	3	1481
0502	163 Aura Common	#5	3	3	1481
2103	521 Tranquility Circle	#1	3	3	1539
0602	181 Aura Common	#5	3	3	1481
2003	535 Tranquility Circle	#1	3	3	1539
0702	199 Aura Common	#5	3	3	1481
1902	547 Tranquility Circle	#1	3	3	1539
0802	217 Aura Common	#5	3	3	1481
1907	557 Tranquility Circle	#1	3	3	1539
0803	219 Aura Common	#5	3	3	1481
0902	235 Aura Common	#5	3	3	1481
1804	573 Tranquility Circle	#1	3	3	1539
1002	253 Aura Common	#5	3	3	1481
1809	583 Tranquility Circle	#1	3	3	1539
1003	255 Aura Common	#5	3	3	1481
1702	591 Tranquility Circle	#1	3	3	1539
1102	271 Aura Common	#5	3	3	1481
1709	605 Tranquility Circle	#1	3	3	1539
1202	289 Aura Common	#5	3	3	1481
1602	324 Aura Common	#1	3	3	1539
1504	341 Aura Common	#1	3	3	1539
1404	329 Aura Common	#1	3	3	1539

b) The Affordable Units shall be constructed and offered for sale proportionately with the market-rate units and not deferred until project completion.

c) All Affordable Units shall be sold at the sales prices adopted by City Council that are applicable during the year the Affordable Units are sold (the "Median Income Price" and "Moderate Income Price"). For the initial year of this Agreement, the Median Income Price and Moderate-Income Price are as set forth in Attachment "3" hereto and adopted by City Council Resolution No. 2025-186.

d) The lots listed in Section 4(a) of this Agreement and identified in Attachment "2" may be substituted for other lots with the mutual written consent of the City and Developer, which said consent shall not to be unreasonably withheld, provided that any change to the lots does not materially detract from the value of the Affordable Units, as determined by the City in accordance with its affordable housing ordinance, and otherwise complies with Section 10.06.050 of the Livermore Development Code, except for the unit comparability requirement set for in Section 10.06.050(D)(7). For avoidance of doubt, the parties agree that a substitution of any lot containing a floor plan #1 or floor plan #5 with any of the Affordable Units described in Section 4(a)

of this Agreement and identified in Attachment "2" hereto does not materially detract from the Affordable Unit's value. Any substitution of lots pursuant to this Section 4(d) shall require the parties to execute a written amendment to this Agreement, which said amendment constitutes a minor modification pursuant to Section 14 of this Agreement.

e) Each Affordable Unit shall:
   i. Be built in conformance with the models and plans as noted in Section 4(a) above;
   ii. Consist of the square feet of living space comprised of a family room, dining room, kitchen, laundry, bedrooms and bathrooms, as stated in Section 4(a) above; and
   iii. Contain comparable standard amenities, fixtures, and finishes, including, without limitation, appliances, cabinets, counters, and flooring, as the market rate units in the Development, but not any upgraded options provided in the market rate units. Any proposed amenities, fixtures and finishes that significantly differ from those in the market rate units must be pre-approved by the City in writing prior to marketing the first Affordable Unit.

5) Selection of Purchasers

The purchasers ("Purchasers") of the Affordable Units shall be participants in the City's Affordable Homeownership Program (the "Program"). The Program requires, among other things that:

a) For those Affordable Units designated to be sold to median income households, each Purchaser's income shall not exceed one hundred percent (100%) of the median income for Alameda County, adjusted for actual household size, as published annually by the California Department of Housing and Community Development ("Median Income Purchaser").

b) For those Affordable Units designated to be sold to moderate income households, each Purchaser's income shall not exceed one-hundred twenty percent (120%) of the median income for Alameda County, adjusted for actual household size, as published annually by the California Department of Housing and Community Development ("Moderate Income Purchaser").

c) Median Income Purchasers and Moderate Income Purchasers must be first time homebuyers and meet credit and eligibility standards described in the City's Affordable Homeownership Program Guidelines.

d) To the extent required under the Program, Developer agrees to market the Affordable Units through specified City programs to implement applicant selection preferences in accordance with City's Affordable Homeownership Program Guidelines.

e) The City will provide the following services:

i. The City will: (1) establish a list identifying income-eligible households based on preferences established by the Livermore City Council; (2) provide first time homebuyers access to consumer credit counseling; (3) identify to first time homebuyers possible financing options; (4) assist homebuyers through the escrow process; (5) monitor resale restriction agreements and related documents; and (6) comply with all federal and state fair housing laws and regulations.

ii. Upon close of escrow for the sale of each Affordable Unit, the City shall be paid from escrow an administrative fee equal to one and half percent (1.5%) of the Total Purchase Price (hereafter defined) to conduct the activities described in Section 5(e)(i) on behalf of Developer.

iii. In order to ensure timely delivery notification of eligible Purchasers, Developer shall send to the City's Housing and Human Services Division Manager a written notice as soon as Developer, in its reasonable opinion, believes that a particular Affordable Unit is at least one hundred twenty (120) days from being ready for occupancy (the "Potential Sale Notice"). At the time the Potential Sale Notice is received by the City, the City will immediately use all reasonable efforts to begin marketing and identifying eligible Median Income Purchasers and Moderate Income Purchasers. The City shall provide to Developer the names of Median Income Purchasers and Moderate Income Purchasers eligible under the Program.

f) This Agreement shall not limit the rights of Developer to terminate or cancel any purchase and sale agreement or contract with an eligible Purchaser as agreed to by the Developer and Purchaser.

6) Sales Price Limits & Permitted Options

a) For those Affordable Units sold to Median-Income Purchasers and Moderate-Income Purchasers, the purchase price for each unit shall not exceed the sum of (i) the Median Income Price or Moderate-Income Price, as applicable, plus (ii) the total price of any Options (hereafter defined) for the particular Affordable Unit. The Median Income Price and Moderate-Income Price are established annually by the City, as set forth in the "Annual Affordable For-Sale Prices, Rental Rates, and Maximum Income Limits for the City's Affordable Housing Programs." The 2026 schedule is attached hereto as Attachment "3", incorporated herein by this reference, and adopted by City Council Resolution 2025-186 ("Below Market Price Limits"). Developer and the City acknowledge that the Below Market Price Limits are subject to adjustment annually by the City and agree that, in the event of such adjustment, the Median Income Price and Moderate Income Price of the

Affordable Units shall be updated to match the then-current Below Market Price Limits at the time Developer notifies the City of an Affordable Unit(s) for sale and/or the marketing of the Affordable Unit(s) begins as mutually agreed upon. Sales prices assume the current rate of interest for first-time home buyers as determined by the City, a 30-year mortgage, and housing payments (PITI) which do not exceed thirty percent (30%) of the household income.

b) The term "Options" shall mean any options, improvements, or upgrades to an Affordable Unit that Developer has made available to a Purchaser and that Purchaser has agreed to purchase at their sole cost and expense and may not be financed. Notwithstanding anything in this Agreement to the contrary, the total price of the Options that a particular Purchaser may purchase for an Affordable Unit shall not exceed five percent (5%) of the Median Income Price or Moderate-Income Price, as applicable, for that Affordable Unit. Developer acknowledges and agrees that its sole compensation for any sale of an Affordable Unit shall be the sum of (a) the Median Income Price or Moderate-Income Price, as applicable, and (b) the total price of the Options. The sum total of items (a) and (b) above is hereafter referred to as the "Total Purchase Price."

c) For property assessment purposes, the Total Purchase Price for each Affordable Unit shall be reported to the Alameda County Assessor's Office.

7) Affordability Restrictions

To effectuate the affordability restrictions, as a condition to the close of escrow on any Affordable Unit, the Developer shall require Purchaser to execute a promissory note in favor of the City in an amount equal to the difference between the fair market value, as determined by an appraisal of the Affordable Unit, and the Median Income Price or Moderate Income Price, as applicable to the particular unit (the "Promissory Note"). In addition to the Promissory Note, the Purchaser shall execute a deed of trust and a resale restriction agreement in favor of the City that will be recorded in a second-priority position at the close of escrow (respectively, "Deed of Trust" and "Resale Restriction Agreement"). The Resale Restriction Agreement, Deed of Trust, and Promissory Note shall be referred to as the "City Loan Documents" and shall be in substantially the same form as Attachment "4" hereto.

8) Assignment

This Agreement shall be binding upon the successors and assigns of the parties. Where Developer sells or otherwise transfers title to any portion of the Property, that subsequent owner and Developer are jointly and severally liable for the obligations under this Agreement as to that portion of the Property sold or transferred unless Developer is released by the City, which release shall not be unreasonably withheld, so long as the subsequent owner provides the City with security equivalent to any security previously provided by Developer to secure performance of its obligations hereunder. Developer acknowledges that it shall be reasonable for the City to

condition such release of Developer upon Developer and its successor entering into a written assignment and assumption agreement requiring the successor to satisfy Developer's outstanding obligations under this Agreement.

9) Breach
No party shall be in material breach of this Agreement unless and until (i) the breaching party receives from the non-breaching party a written notice ("Breach Notice") stating the nature of the breach and (ii) the breaching party has failed to cure such breach within thirty (30) days of the date it receives the Breach Notice; provided, however, if the nature of the breach is of a type or nature that cannot be cured within thirty (30) days, then the breaching party shall not be in material default of this Agreement so long as it (i) commences curing of the breach within thirty (30) days of the date it receives the Breach Notice and (ii) diligently pursues curing the breach to completion.

10) Agreement Lawful and Enforceable.
Developer acknowledges and concedes that this Agreement is lawful and enforceable and waives any and all legal challenges or other objections to this Agreement. Developer shall not in any judicial action or proceeding, affirmatively or by way of defense, seek to invalidate or otherwise avoid the application of the terms of this Agreement.

11) Notice
Unless specified otherwise herein, any notice, tender, or delivery to be given pursuant to this Agreement by either party shall be in writing and may be accomplished by delivery in person, express delivery service, or first-class certified mail, return receipt requested. Any notice shall be deemed received on the date shown on the receipt as the date of delivery, refusal of delivery, or the date returned as undeliverable. Notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

TO CITY:
City of Livermore
Attn: City Manager
1052 So. Livermore Ave.
Livermore, CA 94550

TO DEVELOPER
Shea Homes, Inc.
Attention: David Best
2630 Shea Center Drive
Livermore, CA 94551

12) Attorneys' Fees
If 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 of this Agreement, then the party prevailing in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred.

13) Compliance
Compliance with this Agreement satisfies the affordable housing development obligations of Developer under the City's affordable housing ordinance (Section

10.06.050 of the Livermore Development Code) and in the Map conditions of approval.

14) Modification
The City Manager of the City of Livermore is the authorized representative of the City to approve minor modifications to this Agreement, provided the modification does not materially alter the Agreement, and is authorized to negotiate, develop, and execute all documents related this Agreement. This Agreement shall not be modified except by written instrument executed by and between the parties.

15) Entire Agreement
This Agreement constitutes the entire understanding and agreement of the parties with respect to the Fee Units, Potential Fee Units, and the sale of the Affordable Units.

16) Binding Effect
This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

17) Severability
If any term of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the parties have been materially altered by such holding of invalidity.

18) Governing Law
This Agreement shall be governed by the laws of the State of California.

19) Incorporation by Reference
Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

20) Counterparts
This Agreement may be executed in counterparts, by actual or facsimile signature (with originals to be forwarded by overnight mail). Each counterpart shall be deemed an original and all, when taken together, shall constitute one agreement.

21) Termination
This Agreement and all terms and conditions contained herein and the encumbrance of this Agreement on title shall automatically terminate once all obligations under this Agreement have been satisfied by Developer without signing or recording any instrument of release, provided the City shall sign any such release to the extent requested by Developer and/or required by any title company insuring the sale or transfer of Units. Notwithstanding the foregoing, this Agreement shall terminate in its entirety and be of no further force and effect with respect to, (a) any portion (or interest in) of the Property, upon dedication or conveyance to a homeowners'

association, public entity, or public utility, and (b) any completed Unit, upon the sale of such Unit to a member of the general public. In any such event, such portion of the Property (or interest therein) shall be deemed automatically released from the encumbrance of this Agreement, without signing or recording any instrument of release, provided the City shall sign any such release to the extent requested by Developer and/or required by the title company insuring such sales or transfers.

[Signatures and Attachment List on the Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

DEVELOPER:	
SHEA HOMES, INC. **a Delaware corporation** **By:** _____ **Name: David Best** **Its: Authorized Agent** **Date:** 9/14/2026	 **By:** _____ **Name:** **Donald A. Hofer** **Its: Authorized Agent** **Date:** 9/15/2026

CITY OF LIVERMORE: **Dated:**

_____ _____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

_____

Molly A. O'Toole
Assistant City Attorney

Attachments:

Attachment 1 – Legal Description
Attachment 2 – Location of Potential Affordable Units
Attachment 3 – 2026 Affordable Homeownership Program Sales Prices
Attachment 4 – City Loan Documents

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 Alameda)

On September 14, 2026 before me, Kendra Williams, Notary Public
(insert name and title of the officer)

personally appeared David Best,
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)**

KENDRA WILLIAMS
Notary Public - California
Alameda County
Commission # 2556812
My Comm. Expires May 26, 2030

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 Alameda)

On September 15, 2026 before me, Kendra Williams, Notary Public
(insert name and title of the officer)

personally appeared Donald A. Hofer,
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.

KENDRA WILLIAMS
Notary Public - California
Alameda County
Commission # 2556812
My Comm. Expires May 26, 2030

Signature _____ **(Seal)**

Attachment 1

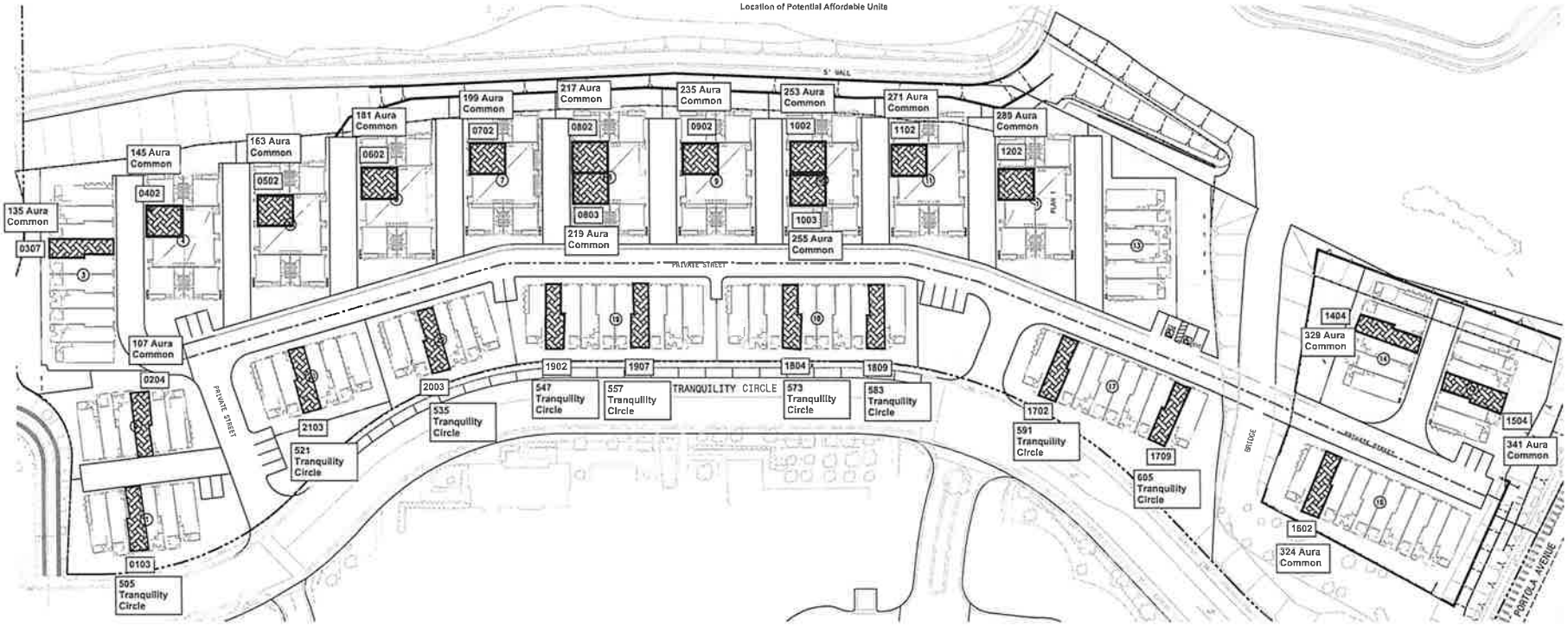
LEGAL DESCRIPTION

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

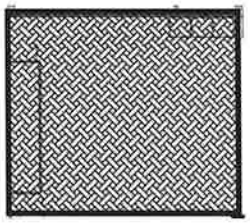
PARCELS C1 THROUGH C4, INCLUSIVE, AS SHOWN ON MAP ENTITLED TRACT 8121 FILED FOR RECORD DECEMBER 22, 2015 IN BOOK 337 OF MAPS, AT PAGES 44 THROUGH 53, ALAMEDA COUNTY RECORDS.

APN: 903-0014-004 (PARCEL C1), 903-0014-005 (PARCEL C2), 903-0014-006 (PARCEL C3) and 9030014-007 (PARCEL C4)

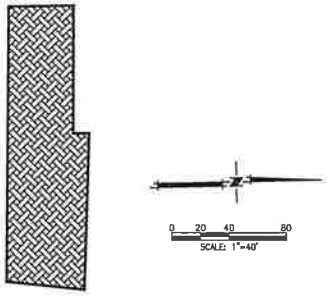
ATTACHMENT 2
Location of Potential Affordable Units



Plan #5 Affordable Units - 11 Total



Plan #1 Affordable Units - 14 Total



SHEA - AURA
LIVERMORE, CA

EXHIBIT A

ATTACHMENT 3
2026 Affordable Homeownership Program Sales Prices

LIVERMORE

City of Livermore
Affordable For-Sale Prices and Rental Rates

For-Sale Housing*							
		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Household Size	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price
Studio	1	$87,550	$250,112	$111,850	$339,854	$134,250	$420,033
1	2	$100,050	$294,431	$127,850	$397,046	$153,400	$488,810
2	3	$112,550	$338,934	$143,800	$454,422	$172,600	$557,404
3	4	$125,050	$383,253	$159,800	$511,614	$191,750	$626,182
4	5	$135,100	$418,929	$172,600	$560,295	$207,100	$681,167
5	6	$145,100	$454,422	$185,350	$603,194	$222,450	$736,152
6	7	$155,100	$489,914	$198,150	$648,985	$237,750	$791,137
7	8	$165,100	$525,590	$210,950	$694,775	$253,100	$846,123

**Effective November 24, 2025*

Rental Housing*													
		Ext. Low-Income (30%)		Very-Low Income (50%)		Lower-Income (60%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Size House-hold	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent
Studio	1	$33,600	$818	$55,950	$1,363	$67,140	$1,635	$87,550	$2,115	$111,850	$2,725	$134,250	$3,270
1(*)	1.5	$36,000	$878	$59,950	$1,558	$71,940	$1,752	$93,800	$2,266	$119,850	$2,919	$143,825	$3,504
1	2	$38,400	$935	$63,950	$1,558	$76,740	$1,869	$100,050	$2,416	$127,850	$3,114	$153,400	$3,738
2	3	$43,200	$1,051	$71,950	$1,753	$86,340	$2,103	$112,550	$2,719	$143,800	$3,504	$172,600	$4,204
3	4	$47,950	$1,168	$79,900	$1,946	$95,880	$2,336	$125,050	$3,020	$159,800	$3,893	$191,750	$4,671
4	5	$51,800	$1,261	$86,300	$2,103	$103,560	$2,523	$135,100	$3,263	$172,600	$4,204	$207,100	$5,045
4	6	$55,650	$1,355	$92,700	$2,259	$111,240	$2,751	$145,100	$3,504	$185,350	$4,515	$222,450	$5,419
4	7	$59,500	$1,449	$99,100	$2,414	$118,920	$2,930	$155,100	$3,745	$198,150	$4,826	$237,750	$5,793
4	8	$63,300	$1,541	$105,500	$2,570	$126,600	$2,930	$165,100	$3,988	$210,950	$5,138	$253,100	$6,166

**Effective November 24, 2025*

NOTES: These limits are based on income data from the California Department of Housing and Community Development (HCD) for 2025. The Affordable Sales Prices are effective for the 2026 Affordable Homeownership Program year and thereafter until updated by City Council. The 2025 Area Median Income for a 4-person household of $159,800 published by State HCD is derived from the U.S. Department of Housing and Urban Development for Alameda County (Oakland-Fremont Metro Region) for the Section 8 Program.

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

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

Date Adopted by Livermore City Council: November 24, 2025.

EXHIBIT A

EXHIBIT A

COMPLIMENTARY RECORDING
REQUESTED PURSUANT TO
GOVERNMENT CODE SECTION 27383

When Recorded Mail To:
City Clerk
City of Livermore
1052 So. Livermore Avenue
Livermore, CA 94550

APN: _____

RESALE RESTRICTION AGREEMENT

Owner: _____

Residence: _____
Livermore, CA 94551

This Resale Restriction Agreement (the "Agreement") is entered into as of this _____ day of _____, by and between the City of Livermore, a municipal corporation (the "City") and _____ (the "Owner").

RECITALS

A. There is currently a shortage of single family housing in the City of Livermore that is affordable to low income households, causing many low to moderate income households to be unable to purchase single family homes.

B. To assist low to moderate income households in purchasing single family homes, the City has granted developers certain regulatory concessions and in return developers have agreed to cooperate with the City in developing affordable single family homes.

C. In order to further its plan to assist in the purchase of homes by low to moderate income households, the City has developed a secondary financing program designed to assist qualified purchasers to purchase single family homes while preventing unfair windfall profits to the purchasers (the "Affordable Homeownership Program").

D. Without the City's Inclusionary housing requirements, which require the developers to build homes at an affordable price, the Owner would not have had the opportunity to purchase a single family residence.

E. The City's secondary financing represents the value that the owner has received as a result of the City's Inclusionary requirements.

F. The Owner desires to purchase an affordable single family home and to participate in the Affordable Homeownership Program.

G. The Owner has qualified for City financing with a combined household income which does not exceed the lesser of (1) Eighty percent (80%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development, or (2) the qualifying limits for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, adjusted for actual household size, as published by the California Department of Housing and Community Development.

H. The City wishes to establish resale controls to protect its financial interest in the Residence and to provide for the continued availability of affordable housing.

I. In order to protect its financial interest and its program of providing housing for low income households, the City has required the Owner to execute, in addition to this Agreement, a promissory note in favor of the City (the "City Note").

J. This Agreement and the City Note shall be secured by a deed of trust in a lesser lien position (the "City Deed of Trust") subordinate to the lien of that deed of trust executed by the Owner in favor of the First Lender.

K. The purpose of this Agreement is to place resale controls on the Residence and establish eligibility requirements for subsequent purchasers.

L. The City intends to apply the production of this Residence, to the extent permitted by law, toward the satisfaction of the requirements of Health and Safety Code Section 33413(b)(2).

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received by the Owner and the City, the Owner and the City agree, as follows:

1. DEFINITIONS

The following terms are specially defined for this Agreement:

A. "Affordable Purchase Price" shall mean the maximum purchase price for Low Income (80% AMI) housing, adjusted for number of bedrooms, as adopted annually by the City Council of the City.

B. "Affordable Rent" shall mean the lesser of the actual housing costs (including mortgage, homeowners' insurance, hazard and flood insurance, homeowners' association dues) or City affordable rental maximum plus reasonable and customary property management services fee.

C. "City Option" shall mean the City's option to purchase Residence as defined in Section 15.A.

D. "Excess Rental Proceeds" shall mean all rental proceeds collected by the Owner that exceed the Affordable Rent.

E. "Excess Sales Proceeds" shall mean the portion of the gross sales proceeds received by the Owner from a subsequent purchaser, which exceeded the Affordable Sales Price for the Residence that is due to the City. The amount of Excess Sales Proceeds due to the City shall be no greater than the equivalent amount of 3% compounded annual interest on the principal amount of the City Note for a maximum of twenty (20) years. The actual amount of excess sales proceeds due to the City shall be calculated according to the number of years Borrower has held the City's Note.

F. "Fair Market Value" shall be determined by an appraisal of the Residence performed as provided in the Resale Restriction Agreement. Nothing in this subparagraph shall preclude the Owner and the City from establishing the Fair Market Value of the Residence by mutual agreement in lieu of an appraisal.

G. "First Lender" shall mean

H. "First Lender Deed of Trust" shall mean the deed of trust from Owner to

I. "First Lender's Loan" shall mean the loan to Owner made by and any loan to Owner in the name of or held by CalHFA.

J. "Median Income" shall mean the median annual income, adjusted for household size, for a household in Alameda County as published by the California Department of Housing and Community Development.

K. "Proposed Purchaser" shall mean the potential home buyer proposed by the Owner to purchase the Residence from the Owner.

L. "Sales Price" shall mean the maximum sales price that the Owner may receive for any Transfer of the Residence to an eligible Purchaser, as calculated in accordance with Section 14 below.

M. "Transfer" shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, (other than as may be permitted in Section 8 of the Resale Restriction Agreement) or an interest evidenced by a land contract by which possession of the Residence is transferred and Owner retains title, or deed of trust.

A Transfer shall not include a transfer by gift, devise or inheritance: (i) to an existing spouse, domestic partner, surviving joint tenant, or child; (ii) by an Owner to a spouse or domestic partner where the spouse or domestic partner becomes the co-owner of the Residence; (iii) between spouses as part of a marriage dissolution proceeding; (iv) to an existing spouse or domestic partner of Owner by devise or inheritance following the death of Owner; (v) by Owner into an inter vivos trust in which Owner is the beneficiary; or (vi) refinance of the First Mortgage meeting the requirements of Section 17 of this Agreement; provided, however, that Owner shall provide written notice of all such transfers to City; and Owner shall continue to occupy the Residence as his or her principal place of residence (except where the transfer occurs pursuant to subsection (iii) or (iv) above, in which event the transferee shall owner-occupy the Residence and affirmatively assume Owner's obligations under this Agreement and the City Note.

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property commonly known as, _____, Livermore, California, (the "Residence"), which is more fully described in Exhibit A attached hereto and incorporated by reference.

3. TERM OF AGREEMENT

The term of this Agreement shall commence as of the date of this Agreement and shall expire on that date fifty-five (55) years from the date of this Agreement (the "Term").

4. OWNER CERTIFICATIONS; OWNER OCCUPANCY MONITORING

The Owner certifies that all financial and other information provided in order to qualify to purchase the Residence is true and correct as of the date first written above.

The Owner further covenants and agrees to occupy the Residence as Owner's primary residence for the duration of Owner's ownership and shall not rent or lease the property or portion thereof during the Term of this Agreement without prior written approval of City. The Owner shall be considered as occupying the Residence if the Owner is living in the Residence for at least ten months out of each calendar year. The City may grant a temporary waiver of this occupancy requirement for good cause in its sole discretion. Without limiting the generality of the foregoing, any absence from the Residence by Owner for a period 60 days or more days shall be deemed an abandonment of the Residence as the primary residence of Owner in violation of the conditions of this Section 4. On or before May 1 of each calendar year, the Owner shall provide an annual written certification to the City, in the form shown in Exhibit C, that the Owner is occupying the Residence as Owner's principal place of residence, and that Owner is not renting the Residence, or any portion thereof, to another party. Owner shall comply with all applicable laws relating to the use and maintenance of the Residence, including but not limited to the City of Livermore Municipal Code, City of Livermore Planning and Zoning Code, and all other local, state and federal laws.

5. NO CRIMINAL ACTIVITY

Owner agrees that no resident residing on the Property, their guests or persons under their control shall permit, engage in, or facilitate criminal activity on the Property, in any building on the Property, or in the streets bordering the Property. This includes, without

limitation the foregoing: (i) the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802); (ii) the unlawful discharge of firearms; and (iii) all acts or threats of violence, harming, or intending to harm a person or property.

6. NO RENTING OR LEASING OF HOME

The Owner shall not rent or lease the Residence, or any portion thereof, to another party, unless such rental or lease is first approved in writing by the City. The City shall approve the renting or leasing of the Residence only if *all* of the following conditions are met: (1) the term of the rental or lease is not greater than twelve (12) months and cannot be extended without City approval; (2) the Owner demonstrates to the City's reasonable satisfaction that the Owner will incur substantial hardship, that would at the City's discretion not otherwise be remedied through the sale of the property, if he or she is not permitted to rent or lease the Residence to a third party; (3) the tenant qualifies as an Income Eligible Household, as certified to the City, and (4) the rent for the Residence does not exceed the Affordable Rent. Any rental or lease of the Residence in violation of this Agreement is prohibited, and shall be a default under this Agreement and the City Deed of Trust. The Owner further agrees that, in the event the Owner rents or leases the Residence to a third party in violation of this Section 6, any Excess Rental Proceeds paid to the Owner by the lessee over the Affordable Rent shall be due and payable to the City immediately upon receipt thereof by the Owner. Owner agrees that the collection of rents shall be monitored and administered through an independent, licensed property manager who shall be pre-approved by the City. Such Excess Rental Proceeds shall be considered a recourse debt of the Owner to the City, as evidenced by the Note, which the City may collect by legal action against the Owner, including by foreclosure under the City Deed of Trust. The Owner hereby agrees that City shall not be responsible for any relocation, eviction, legal or moving expenses if the lessee is required to vacate the premises.

7. MAINTENANCE AND INSURANCE REQUIREMENTS

A. Maintenance. The Owner shall maintain the Residence, including landscaping, in good repair and in a neat, clean and orderly condition (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and

officials. Owner will not permit deterioration of the Residence, and shall make all repairs and replacements necessary to keep the Residence in good condition and repair. Failure by the Owner to maintain the Residence shall constitute a default under this Agreement for which the City may exercise the City Option to purchase the Residence pursuant to Section 15 below. In case of default, funds to clean-up or repair damage to the property shall come from the Owner.

B. Insurance. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Residence (adjusted every five (5) years by appraisal, if requested by City), naming the City as an additional insured. Additional insurance requirements are set forth in Section 2 of the City Deed of Trust. The Owner shall provide the City with evidence of required insurance coverage upon request of the City.

8. SALE AND TRANSFER RESTRICTIONS

A. Prohibition on Transfer. Any Transfer without satisfaction of the provisions of this Agreement is prohibited and shall constitute a default by Owner for which the City may exercise the City Option pursuant to Section 15 below.

B. Inheritance. In the event a Transfer occurs by devise or inheritance due to death of the Owner, the administrator of the Owner's estate or the person inheriting the Residence shall provide written notice to the City of the Owner's death within thirty (30) days of the date of death and the following procedures shall apply:

1. If the person inheriting the Residence (the "Inheriting Owner") is a qualified inheritor under the City's definition of eligible parties not subject to Transfer (an "Inheriting Party"), that person shall provide the City documentation of his or her qualifications as an Inheriting Party, to be verified by the City. If the Inheriting Party fails to provide required documentation demonstrating the his or her relationship to the Owner within 60 days of the date of the Owner's death, the party shall be deemed not to qualify as an Inheriting Party. The Inheriting Party shall succeed to the Owner's interest and obligations under this Agreement, the City Note, and the City Deed of Trust and shall execute an assumption agreement containing the terms of the Agreement, City Note and Deed of Trust between the Inheriting Owner and the City and recorded against the Residence.

2. If the Inheriting Owner is not a qualified Inheriting Party, he or she shall Transfer the Residence to an Eligible Purchaser at a price not exceeding the Affordable

Purchase Price, pursuant to the procedures set forth in Sections 9 through 14 below and the City may exercise the City Option pursuant to Section 15 below. Prior to initiating a Transfer pursuant to this section, the Inheriting Owner shall provide the City with an Owner's Notice of Intent to Sell within sixty (60) days of the date of death of the Owner.

3. Failure of an Inheriting Owner to follow the procedures and file the notices described in this Section 8 shall constitute a Default under this Agreement and the City may then exercise any of the remedies set forth in Section 18 below, including, without limitation, exercise of the City Option upon Default.

9. NOTICE OF INTENDED TRANSFER

In the event the Owner intends to Transfer or vacate the Residence, the Owner shall promptly notify the City in writing of such intent. The written notice shall be given in accordance with Section 26 of this Agreement at least one hundred twenty (120) days prior to the actual date of the Transfer or vacation of the Residence, or such other time period as may be mutually agreed upon by the Owner and the City. Said notice from the Owner shall be sent by certified mail, return receipt requested. Following receipt of such notice, the City may notify the Owner within thirty (30) days regarding exercise of the City Option. If the City chooses not to exercise the City Option, City will notify prospective Eligible Purchasers of the Residence that the Residence is available for purchase and shall further provide a Response Notice to Owner that will include the following information: (1) the maximum qualifying income for an Eligible Purchaser; (2) the certifications required of an Eligible Purchaser; and (3) the Sales Price the Owner may receive for the Residence, calculated by the City pursuant to Section 14 below. The Owner may receive referrals for Eligible Purchasers by the City and or its approved homeownership counseling provider for a reasonable administrative fee.

10. REPAYMENT OF CITY NOTE UPON TRANSFER BY OWNER

If a Transfer of the Residence occurs to other than an Eligible Purchaser, the Owner shall pay all amounts due under the City Note (Exhibit B). Thereafter, this Agreement shall terminate and have no further effect.

11. ASSUMPTION OF THE CITY NOTE

If the Owner transfers the Residence to an Eligible Purchaser in a transaction that

meets the Eligible Transfer requirements of Section 13 of this Agreement, the City will allow the Eligible Purchaser to assume the obligations under the City Note and the City Deed of Trust, subject to the Eligible Purchaser executing a new promissory note in the amount of the difference between the Fair Market Value and the Affordable Sales Price at the time of Transfer and a new deed of trust in favor of the City and a new resale restriction agreement. Upon the approval of an Eligible Purchaser's assumption of the Owner's obligations under the City Note and the City Deed of Trust and the execution of a new promissory note, deed of trust and resale restriction agreement by the Eligible Purchaser, the City shall release the Owner from any obligations under this Agreement, the City Note, and City Deed of Trust. The Eligible Purchaser's assumption of the Owner's obligations under the City Note and City Deed of Trust shall be credited by Owner to the Eligible Purchaser as a partial payment of the purchase price for the Residence in the amount of the City Note.

12. TRANSFER BY OWNER

The Owner may sell the Residence to a person of the Owner's choosing (the "Proposed Purchaser") on the terms set forth in this Section.

A. Transfer to Ineligible Purchasers. If the Owner Transfers the Residence in a transaction that does not meet the Eligible Transfer requirements of Section 13 below, the Owner shall first pay (i) all of the principal and interest due to the First Lender, and (ii) all principal and amounts owed on the City Note. Thereafter this Agreement shall terminate and have no further effect.

B. Transfer to Eligible Purchaser. If the Owner Transfers the Residence in a transaction that meets the Eligible Transfer requirements of Section 13 below, the City shall allow the obligations under the City Note to be assumed by the Eligible Purchaser pursuant to Section 13. A. (5) and (6) of this Agreement. The maximum amount that the Owner may receive for the Transfer after the payment of customary and reasonable closing costs for the sale of the Residence shall be lesser of: 1) the Fair Market Value of the Residence; or 2) the Affordable Purchase Price in effect at the date of sale as established by Council, subject to any adjustments due to Advances by the City or as described further in Section 14.

13. ELIGIBLE TRANSFER

A transfer that meets the requirements set forth in this Section shall qualify as an approved Transfer to an Eligible Purchaser ("Eligible Transfer").

A. Disclosures and Submittals. The Owner and the Proposed Purchaser shall provide the following information to City:

1. The name, address and telephone number in writing of the Proposed Purchaser.

2. A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. The financial information shall be used by the City to determine the income eligibility and credit worthiness of the Proposed Purchaser.

3. The proposed sales contract and all other related documents, which shall set forth the terms of the sale of the Residence, including the following terms:

   a. The sales price, setting out the amount of the first loan and the amount of the City Note which is to be assumed; and

   b. The price to be paid by the Proposed Purchaser for the Owner's personal property, if any, and for the services of the owner, if any.

4. A written certification, from the Owner and the Proposed Purchaser, in a form acceptable to the City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from Proposed Purchaser or any other party, money or other consideration in addition to what is set forth in the sales contract and documents submitted to the City, including personal property. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to the City, the City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sales contract and/or declare the sale void, notwithstanding the fact that the sale may have closed and become final as between the Owner and the Proposed Purchaser. In any event, any costs, liabilities or obligations incurred by Owner and/or the Proposed Purchaser for the return of any moneys paid or received in violation hereunder or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold the City harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement. An executed resale restriction agreement by the Proposed Purchaser with substantially the same provisions as this Agreement and subject to City approval. The recordation of the resale restriction agreement shall be a condition of the City's approval of the proposed sale. The City may require the Proposed Purchaser to pay a reasonable fee to the City and reimburse it for out of pocket costs to

cover the costs of administering its rights and obligations under this Agreement.

5. An executed deed of trust and a promissory note from the Proposed Purchaser in favor of the City except that the principal amount of the new promissory note shall equal the difference between the Fair Market Value and the Affordable Purchase Price at the time of Transfer. The new promissory note shall be subject to the Affordable Homeownership Program terms at the time of Transfer.

6. Upon the close of the proposed sale, certified copies of the recorded deed of trust, a copy of the recorded resale restriction agreement, a copy of the final sales contract, settlement statement, escrow instructions, and any other document which the City may reasonably request.

B. Eligibility Of Purchaser. A purchaser who meets the following requirements shall be an Eligible Purchaser ("Eligible Purchaser"):

1. Each purchaser shall certify that he or she will occupy the Residence as his or her principal residence. The Residence shall be considered the principal residence of the purchaser if the purchaser lives in the Residence for at least ten (10) months out of each calendar year.

2. The combined income for all household members of the purchaser does not exceed the lesser of (i) Eighty percent (80%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development, or (ii) the qualifying limits for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, adjusted for actual household size, as published by the California Department of Housing and Community Development.

14. DETERMINATION OF SALES PRICE

A. To Eligible Purchaser. The maximum sales price (the "Sales Price") that the Owner may charge for a Transfer of the Residence to an Eligible Purchaser shall be lesser of: (i) the Fair Market Value of the Residence; or (ii) the Affordable Purchase Price, plus the amount of the Excess Sales Proceeds. In the event that the sum of the Affordable Purchase Price plus the amount of the Excess Sales Proceeds under the City Note exceeds the Fair Market Value of the Residence, the amount of the City Note shall be reduced until the sum of the Affordable Purchase Price plus the amount of the City Note equals the Fair Market Value. No adjustments to the Affordable Purchase Price shall be made for any

improvements or upgrades to the unit.

B. Adjustments to Owner's Net Proceeds Sales Price. The owner's net proceeds may be decrease by the amount necessary to repair damage to the Residence, if any, and to place the Residence into saleable condition as reasonably determined by the City including, without limitation, amounts attributed to cleaning; painting; replacing worn carpeting and window coverings; making necessary structural, mechanical, electrical and plumbing repairs; addressing damage noted in the pest report, and repairing or replacing built-in appliances and fixtures. Owner hereby covenants to, at Owner's expense, maintain the Residence in the same condition as in existence on the date of City's Notice of Exercise, reasonable wear and tear excepted to cover any advances made by the City.

C. To Ineligible Purchaser. The sales price that the owner may charge for a Transfer of the Residence to an Ineligible Purchaser shall be reached by mutual consent between the owner and buyer of the residence. If the residence is sold to an ineligible purchaser the owner will be subject to conditions set forth in Section 12. A. of this Agreement.

D. Payment to City of Excess Sales Proceeds. If the Owner Transfers the Residence at an unrestricted price pursuant to this Section 14, or if the Owner makes a Transfer in violation of this Agreement, the Owner shall pay the principal balance of the City Note plus any Excess Sales Proceeds to the City.

15. OPTION TO PURCHASE

A. City Option to Purchase. Owner hereby grants to the City an option to purchase all of Owner's right, title and interest in and to the Residence ("City Option") upon the occurrence of an Option Event as defined in Section 15. C. below, subject to the terms and conditions contained herein.

B. Assignment of the City Option. The City may assign the City Option to another government entity, a nonprofit affordable housing or service provider, or a person or family that qualifies as an Eligible Purchaser. The City's assignment of the City Option shall not extend any time limits contained herein with respect to the exercise period of the City Option or the period within which the Residence must be purchased.

C. Events Giving Rise to Right to Exercise Option. The City shall have the right

to exercise the City Option upon the occurrence of any of the following events (each an "Option Event"):

1. Receipt of a Notice of Intent to Transfer (as defined in Section 9);
2. Any actual, attempted or pending sale, conveyance, transfer, lease or other attempted disposition of the Residence or of any estate or interest therein, except as defined as Events not constituting a Transfer in Section 1.M.;
3. Any actual, attempted or pending encumbrance of the Residence, including without limitation by way of mortgage or deed of trust, or by judgment, mechanics, tax or other lien, except as provided in Section 17 below;
4. Recordation of a notice of default and/or notice of sale pursuant to California Civil code section 2924 (or successor provisions) under any deed of trust or mortgage with a power of sale encumbering the Residence;
5. Commencement of a judicial foreclosure proceeding regarding the Residence;
6. Commencement of a proceeding or action in bankruptcy, whether voluntary or involuntary, pursuant to Title 11 of the United States Code or other bankruptcy statute, or any other insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship, concerning the Owner; or
7. Any violation by Owner of any provision of this Agreement including, without limitation, the conditions set forth in Sections 4, 5, 6, and 7 above.

16. FAIR MARKET VALUE

If it is necessary to determine the Fair Market Value of the Residence, the Fair Market Value shall be determined by a real estate appraiser approved by the Owner and the City. The cost of the Appraisal shall be borne equally by the Owner and the City. Nothing in this section shall preclude the Owner and the City from establishing the fair market value of the Residence by mutual agreement in lieu of an appraisal pursuant to this section.

17. REFINANCING OF THE RESIDENCE

If authorized by a First Lender, Owner may refinance the First Lender's loan provided the loan amount of such refinancing does not exceed the then outstanding balance of the First Lender's loan plus 2% non-recurring closing costs. However, Owner may not refinance a First Lender's loan with a loan that contains any provisions for negative amortization or

balloon payments. Upon Owner's request, the City shall subordinate the City Deed of Trust to a deed of trust or mortgage made by or held by an institutional lender or investor which is given in connection with any refinancing of the First Lender's Loan which meets the criteria set out in this Section 17 of this Agreement.

18. DEFAULTS AND REMEDIES / DEFAULT BY OWNER

Upon a violation of any of the provisions of this Agreement by the Owner, the City shall give written notice to the owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of the City within thirty (30) days after the date the notice is mailed, or within such further time as the City determines is necessary to correct the violation, the City may declare a default under this Agreement. Upon the declaration of a default or if the Owner makes any misrepresentation in connection with receiving any benefits under this Agreement, the City may: (a) declare all amounts due under the City Note immediately due and payable without further demand and may invoke the Power of Sale under the Deed of Trust; and/or (b) exercise the City Option; and/or (c) apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that a transfer in violation of this Agreement is void, or for any such other relief at law or in equity as may be appropriate.

19. NOTICE OF DEFAULT AND FORECLOSURE

A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence shall be recorded by the City in the Office of the Recorder of Alameda County for the benefit of the City. The City may declare a default under this Agreement upon receipt of any notice given to the City pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Section 15 of this Agreement.

In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Residence prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

If the City failed to file the request for notice of default, the City Option shall commence from the date the notice of default is given by the City to the Owner.

20. BINDING EFFECT

This Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors, until the earlier of (a) the date the City Note is repaid, or (b) the date of a Transfer of the Residence to an Eligible Purchaser in accordance with Section 12. B. above, or (c) at least 55 years from the date of this Agreement.

21. SUPERIORITY OF AGREEMENT

The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the owner, the City and their respective successors.

22. RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUSTS

Notwithstanding any other provision hereof, this Agreement shall not diminish or affect the rights of a First Lender under the First Lender's Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Residence and the provisions of this Agreement shall be subordinate to the lien of a First Lender Deed of Trust and shall not impair the rights of a First Lender, or such lender's assignee or successor-in-interest (including but not limited to the United States Department of Housing and Urban Development (HUD), Federal National Mortgage Association (FNMA), or the Veterans Administration, if applicable), to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under a First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Agreement shall be forever terminated and shall have no further effect as to the Residence or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Residence pursuant to a deed or assignment in lieu of foreclosure this Agreement shall automatically terminate upon such acquisition of title, provided that (i) the City has been given written notice of default under such First Lender Deed of Trust, which requirement shall be satisfied by recordation of a notice of default under California Civil Code Section 2924, and (ii) the City shall not have cured the default under the First Lender Deed of Trust within ninety (90) days of such notice.

23. AMENDMENTS AND MODIFICATIONS

This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

24. SEVERABILITY

If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or condition and the validity or enforceability of the remaining terms, covenants or conditions shall not in any way be affected.

25. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of California.

26. NOTICES

Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

To the Owner:

To the City: City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
Attn: City Manager

27. INTERPRETATION OF AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid speculation on the Residence and to insure to the extent possible that its sales price and mortgage payment remain affordable to persons and families of low income.

28. EXHIBITS

Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

CITY OF LIVERMORE:

By:_____
Marianna A. Burch, City Manager

OWNER:

_____

Approved as to form:

_____
Name:
Deputy/Assistant/Senior Assistant
City Attorney for City of Livermore

CO-OWNER:

_____

Exhibits

A Residence Description
B City Note (Blank Form)
C Annual Compliance Report Owner Occupancy Certification (Blank Sample Form)

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

State of California }
}
County of Alameda }

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

EXHIBIT 'A'

Legal Description

EXHIBIT 'B'

City Note

EXHIBIT A

NOTICE TO BORROWER:

Loan No.

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALES AND ASSUMPTIONS

PROMISSORY NOTE

Secured by a Deed of Trust

$

Dated: _____

Livermore, California

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the City of Livermore, a municipal corporation (the "City") at 1052 South Livermore Ave., Livermore, California, or such other place as the City may designate in writing, the principal sum of $ plus any amounts due the City as Excess Sales Proceeds.

1. Definitions. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Resale Restriction Agreement, executed by the parties and of even date herewith.

2. Purpose of City Note. Borrower is purchasing the Residence pursuant to the City's Affordable Homeownership Program, which makes homes available at a price affordable to low or moderate income households. Pursuant to the City's Affordable Housing Ordinance, Livermore Development Code Section 10.06.050, the purchase price of the Residence is substantially below the market value to ensure the Residence will be affordable for purchase by low to moderate income households. Because the purchase price has been set below the market value, the Borrower is required and has agreed to execute a Resale Restriction Agreement that restricts the price of the Residence upon resale and requires the Borrower to pay any Excess Sales Proceeds to City upon resale . In addition, the Resale Restriction Agreement prohibits the renting or leasing of the Residence except with prior written approval of the City.

3. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the principal amount of Dollars ($) plus Excess Sales Proceeds for the repayment of the financial assistance provided to the Borrower by the City in connection with the purchase of the Residence as defined in section 5, below and as defined in the Resale Restriction Agreement.

4. Security. This Note is secured by a Deed of Trust (the "Deed of Trust") dated the same date as this Note recorded against the property located at , Livermore, California (the "Residence").

5. Repayment. The total amount of the principal and any Excess Sales Proceeds owed under this Note shall immediately become due and payable (i) in the event of an uncured default by Borrower under this Note, the Deed of Trust, or the Resale Restriction Agreement between the City and Borrower, or (ii) on the date a Transfer is made to other than an Eligible Purchaser whether voluntarily, involuntarily, or by operation of law and whether by deed, contract of sale, gift, devise, bequest or otherwise

There shall be no payments due on amounts owed under this Note so long as the Borrower owns the Residence and is not in violation of any provisions of this Note, the Resale Restriction Agreement, or the Deed of Trust. This Note is due and payable upon sale or transfer of title.

At the request of the Borrower, the City shall relieve Borrower of all obligations under this Note, provided that the Residence is sold to an Eligible Purchaser pursuant to the Resale Restriction Agreement, and the Eligible Purchaser executes a new resale restriction agreement, deed of trust, and a new promissory note pursuant to provisions of the Resale Restriction Agreement.

The City shall forgive the principal due under this Note at the time of a Transfer or repayment of this Note to the extent necessary to ensure that the Borrower's obligations to repay the principal due on this Note and on all promissory notes secured by deeds of trust superior to the Deed of Trust do not exceed the Fair Market Value of the Residence.

6. Assumption of Note is Restricted. Borrower acknowledges that this Note is given in connection with the purchase of the Residence as part of a program of the City to assist in the purchase of homes by low to moderate-income persons. Consequently, this Note is not automatically assumable, but is subject to Section 711.5 of the California Civil Code, which allows the City to accelerate all amounts due under this Note if any subsequent sale or transfer of the Residence of any kind does not comply with the provisions of the Resale Restriction Agreement executed between the Borrower and the City and dated the same date as this Note.

7. Prepayments. Borrower may prepay all or any amount of the principal balance due under this Note.

8. Default and Acceleration. Upon the occurrence of an uncured default under this Note, the Resale Restriction Agreement or the Deed of Trust, the City shall have the right to declare the full amount of the principal along with any Excess Sales Proceeds under this Note immediately due and payable. Any failure by the City to pursue its legal and equitable remedies upon default shall not constitute a waiver of the City's right to declare a default and exercise all of its rights under this Note, the Deed of Trust, and the Resale Restriction Agreement. Nor shall acceptance by the City of any payment provided for herein constitute a waiver of the City's right to require prompt payment of any remaining principal and interest owed.

9. No Offset. Borrower hereby waives any rights of offset it now has or may hereafter have against the City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

10. Waiver; Attorneys' Fees. Borrower and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

11. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12. No Waiver by the City. No waiver of any breach, default or failure of condition under the terms of this Note shall be implied from any failure of the City to take, or any delay by the City in taking, action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note must be made in writing and shall be limited to the express written terms of such waiver.

13. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

14. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

15. Non-recourse; Assignment by City. This Note constitutes a portion of the unpaid balance of the purchase price of the Residence. Borrower shall have no personal liability for any deficiency on this Note and the only remedy available to the City or any holder in due course shall be foreclosure pursuant to law as provided in the Deed of Trust. The City may assign its right to receive the proceeds under this Note to any person and upon notice to Borrower by the City all payments shall be made to the assignee.

DATE: BORROWER:

_____

DATE: CO-BORROWER:

_____

EXHIBIT 'C'

LIVERMORE

Annual Compliance Report

Owner Occupancy Certification

Due by June 1st Annually

Address: _____ Livermore CA

I/We hereby certify that I/we have continuously occupied the unit located at the above named address as our Primary Residence as defined according to the City's loan documents. I/We understand that failure to occupy the unit as our Primary Residence shall be cause for default under the City's loan agreements.

Signature(s): Date:

_____ _____

_____

☐ Copy of the most current (May) mortgage statemen included

☐ Copy of the most current (April) PG&E statement/bill included (first page only).

☐ Copy of current Driver's License

Changes to phone or email contact? Please update here:

_____

For concerns about providing this information, changes in property owner status or other questions, please contact the City's Housing and Human Services Division at (925)960-4580.

Mail or deliver completed form and documents to:

City of Livermore
Housing and Human Services Division
1052 S. Livermore Avenue
Livermore, CA 94550

EXHIBIT A

RECORDING REQUESTED BY:

When Recorded Mail Document To:
City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
"No Fee for recording pursuant to Government Code Section 27383"
Loan No.:

Space Above This Line is for Recorder's Use Only
File No.:

APN:

DEED OF TRUST AND ASSIGNMENT OF RENTS
(Short Form)

THIS DEED OF TRUST, made this ____ day of _____ , between
TRUSTOR: , whose address is .
TRUSTEE:
And BENEFICIARY: City of Livermore, a Municipal Corporation

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTTEE 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

The lien of this Deed of Trust is inferior and subordinate to the lien of that certain Trust Deed executed by Trustors named above for the benefit of dated _____ securing an original amount of $, which is recorded concurrently herewith.

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

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.

Dated: Signature of Trustor(s)

_____ _____

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 Alameda }

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

Deed of Trust
and Assignment of Rents (Short Form) - continued

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: Title Company, 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

EXHIBIT "A"
Legal Description

EXHIBIT A

EXHIBIT A

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.5**

DATE: September 28, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a Second Amendment to the Affordable For Sale Housing Agreement with Shea Homes, Inc., for a subdivision located in the Isabel Neighborhood Specific Plan Area, northeast of the Portola Avenue / Collier Canyon Road intersection.

RECOMMENDED ACTION

Staff recommends the City Council authorize the City Manager, or her designee, to:

1. Execute a Second Amendment to the Affordable For Sale Housing Agreement with Shea Homes, Inc., attached hereto as Exhibit A, which implements an alternative means of compliance with the City's inclusionary housing ordinance by requiring the Developer to pay an in-lieu fee, consistent with the requirements of Section 3.26.050(C) of the Livermore Municipal Code, for nine units that would have otherwise been reserved for "Moderate Income Purchasers"

2. Take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

SUMMARY

In July 2022, City Council approved the 89-unit residential subdivision, known as "Serenity", proposed by Shea Homes, Inc. (the "Developer"), including 18 Median (100% of Area Median-income) and Moderate-income (120% of Area Median-income) restricted affordable for-sale units. On September 25, 2023, the City Council approved an Affordable For Sale Housing Agreement with Shea Homes; however, recent market challenges have made it difficult to sell the Moderate-income units in the development. In response, on June 8, 2026, the City Council approved an amendment to the tentative map for the development, allowing a portion of the Moderate-income affordable units to be satisfied through an in-lieu fee.

Under the proposed amendment, the developer will provide nine (9) on-site affordable units (5 Median-income and 4 Moderate-income), meeting State Density Bonus requirements. The remaining nine (9)

Moderate-income units will be satisfied through an in-lieu fee calculated using base market prices from the Serenity "Plan 1" model. This results in a fee of $158,818 per affordable unit, totaling $1,429,362 for nine (9) units.

Staff recommends approval of the amendment because the proposal complies with state and local affordable housing requirements and generates funding that the City can use to support deeper affordability in future projects, such as phase two of the Pacific Avenue Senior Apartments. The in-lieu fee could help create new Very Low- to Low-income units, advancing the City's long-term housing goals.

DISCUSSION

On July 25, 2022, City Council approved the 89-unit for-sale, residential condominium subdivision proposed by the Developer, known as “Serenity”, located northeast of the Portola Avenue / Collier Canyon Road intersection (the “Development”) as part of the larger development under Tract Map 8613. The Development is subject to an affordability requirement of 17.8 units for sale to Median- and Moderate-income, (defined as 100-120% of Area Median-income) first-time homebuyers. The developer proposed to round up the 0.8 fractional unit and provide 18 total affordable units on-site, thus providing 20.2% of units as affordable on-site.

On September 25, 2023, City Council approved the execution of an Affordable For Sale Housing Agreement (the “Agreement”) between the City and the Developer. On June 8, 2026, the City Council approved a Subdivision Amendment and Site Plan Review Modification authorizing an alternative means of compliance for certain Moderate-income units due to increased difficulty selling these units under current market conditions. This approval allows the Developer to satisfy a portion of the affordability requirement through an in-lieu fee rather than by constructing all required Moderate-income units on-site. The total number of units in the Development remains unchanged; however, a portion of the originally required Moderate-income units may instead be sold at market rate and replaced by an in-lieu fee payment. The City Council directed staff to work with the developer to thoroughly assess market values and ensure that the in-lieu payment received for these units is structured to provide the greatest benefit and can be effectively leveraged for future projects. On August 19, 2026, the City and Developer executed First Amendment to the affordable housing agreement to change the location and description of the affordable units, as authorized pursuant to Section 4(c) and Section 14 of the affordable housing agreement.

To meet the affordable housing requirement described in this second amendment, the Developer proposes to provide nine (9) on-site affordable units, consisting of five (5) units priced for Median-income buyers and four (4) units priced for Moderate-income buyers. These units meet the minimum 10% affordability threshold required to qualify for the State Density Bonus Program. For the remaining nine (9) Moderate-income units needed to meet the City’s inclusionary requirement, the Developer proposes to satisfy the obligation through the payment of an in-lieu fee pursuant to the City’s Municipal Code Ch. 3.26.

The Developer submitted current sales and marketing information for affordable unit plans at the Serenity development, as required by Livermore Municipal Code 3.26 to establish an estimated market sales price for calculating affordable housing in-lieu fees. Shea recently sold two units in the affordable plans with base prices of $785,000. The Developer reports that sales incentives averaging $36,306, such as rate buydowns and closing cost assistance, are needed in the current market and function as an additional price reduction. This has been observed in other developments to encourage sales; however,

incentives are not listed in the Municipal Code as an exclusion from the calculation of base market price and have been excluded from consideration.

Based on this information, Staff recommends that Serenity's current base market sale price of $785,000 is a reasonable basis for the in-lieu fee calculation. Using the current base market price ensures that the in-lieu fee reflects true market dynamics and provides a reliable, equitable basis for determining the fee alternative to providing on-site affordable units. Under this proposed amendment, the Developer will pay the City an in-lieu fee of $158,818 per affordable unit ($785,000 market price minus the 3-bedroom Moderate-income affordable sales price of $626,182), totaling $1,429,362 for nine (9) units, to be collected on a pro rata basis at final inspection for the remaining units to be constructed in the project.

Staff recommends approval of the amendment because it satisfies the on-site unit requirements of the State Density Bonus and complies with the City's Affordable Housing Ordinance through a partial in-lieu fee alternative. This approach will help advance the City's affordable housing goals and support progress toward meeting its Regional Housing Needs Allocation (RHNA) for lower income households, including phase two of the Pacific Avenue Senior Apartments.

Based on the level of City subsidy provided for Phase 1 of the Pacific Senior project (approximately $88,000 per unit), the in-lieu fee collected through this amendment could support the future development of approximately 16 Very Low- to Low-income affordable units (at or below 50-80% of Area Median-income). Collecting this in-lieu fee provides a strategic benefit to the City by creating a flexible funding source that can be directed toward upcoming Very Low-income housing initiatives already in the development pipeline. This approach supports deeper affordability, leverages planned projects, and advances the City's long-term affordable housing objectives.

FISCAL AND ADMINISTRATIVE IMPACTS

If approved, this amendment will provide 9 affordable units for sale to Median- and Moderate-income homebuyers and allow the Developer to pay an in-lieu fee equivalent to 9 affordable units. According to the terms of the previously approved agreement, upon the sale of each affordable unit, the City will hold a promissory note secured by a deed of trust for the difference between the home's market value and its affordable price. The note requires no payments and may transfer to a new eligible buyer; however, if the home is later sold at an unrestricted market-rate price to an ineligible buyer, the City will collect the full note amount plus interest. The agreement also authorizes the City to receive a 1.5% administrative fee at closing for services to market the unit, identify, and screen an eligible homebuyer.

As an alternative to constructing the nine (9) Moderate-income, for-sale units required under the project's affordability obligations, the Developer will instead pay the City an in-lieu fee totaling $1,429,362. This fee will be paid on a pro rata basis at the time of final inspection for each of the remaining units in the development. Funds will be deposited into the City's Affordable Housing Trust.

COMMUNITY PILLAR

1: A Safe Community that Thrives

ATTACHMENTS

1. Resolution

2. Exhibit A - Second Amendment to Affordable For Sale Housing Agreement with Shea Homes, Inc. (Shea Portola Project/Shea Serenity)

Prepared by: Shelly Haynes
Management Analyst II

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Dustin Claussen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE AFFORDABLE FOR SALE HOUSING AGREEMENT WITH SHEA HOMES, INC. FOR A SUBDIVISION LOCATED IN THE ISABEL NEIGHBORHOOD SPECIFIC PLAN AREA, NORTHEAST OF THE PORTOLA AVENUE/COLLIER CANYON ROAD INTERSECTION

(Final Tract Map 8613 – Shea Portola Project/Shea Serenity)

On July 25, 2022, the City Council adopted Resolution No. 2022-137 which, among other things, approved Vesting Tentative Tract Map 8613 for the Shea Portola Project, also known as Shea Serenity ("Project"). The Project consists of eighty-nine for-sale condominium units, eighteen of which were designated as affordable units. The conditions of approval required the execution of an affordable housing agreement to ensure all provisions of the City's inclusionary housing ordinance are satisfied.

On September 25, 2023, the City Council adopted Resolution No. 2023-162, authorizing the execution of an affordable housing agreement between the City of Livermore and Shea Homes, Inc. ("Developer"). The affordable housing agreement was executed by the City Manager on September 26, 2023 and recorded under Series No. 2023112087, dated September 29, 2023, Official Records of Alameda County, California.

Due to increased difficulty selling certain moderate-income affordable units, the Developer applied for Subdivision Amendment (SUBA) 26-002 and Site Plan Design Review Modification (SPDRM) 26-014 to authorize an alternative means of compliance with the City's inclusionary housing ordinance. On June 8, 2026, and after a properly noticed public hearing, the City Council adopted Resolution No. 2026-095, which, among other things, authorized an alternative means of compliance with the City's inclusionary housing ordinance. Pursuant to the conditions of approval, as amended by Resolution No. 2026-095, the Developer is required to enter into an amended affordable housing agreement to implement an alternative means of compliance with the City's inclusionary housing ordinance.

On August 17, 2026, and while the City and Developer were negotiating an amendment to the affordable housing agreement to implement an alternative means of compliance with the City's affordable housing requirement, the City and Developer executed a minor, first amendment to the affordable housing agreement to provide for a change to the location and description of the affordable units, as authorized pursuant to Section 4(c) and Section 14 of the affordable housing agreement. The first amendment was recorded under Series No. 2026106743 dated August 19, 2026, Official Records of Alameda County.

The City and Developer now desire to enter into the proposed *Second Amendment to Affordable For Sale Housing Agreement*, attached hereto as Exhibit A, to implement an alternative means of compliance with the City's affordable housing

requirement. In particular, the second amendment provides that: (1) the Developer will construct nine on-site affordable units, five of which will be reserved for sale at the median income price and four of which will be reserved for sale at the moderate income price, meeting State Density Bonus requirements; and (2) that, as an alternative means of compliance with the Developer's obligation to construct an additional nine units reserved for moderate income purchasers, the Developer shall pay an in-lieu fee that complies with Section 3.26.050(C) of the Livermore Municipal Code.

Staff recommends approval of the *Second Amendment to Affordable For Sale Housing Agreement* because the amendment complies with state and local affordable housing requirements while also generating flexible funding that the City can use to support deeper affordability in future projects, advancing long-term housing goals and supporting the City's Regional Housing Needs Allocation obligations.

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

1. Authorizes the City Manager, or her designee, to execute a second amendment to the affordable housing agreement with Shea Homes, Inc., attached hereto as Exhibit A, which implements an alternative means of compliance with the City's inclusionary housing ordinance by requiring the Developer to pay an in-lieu fee, consistent with the requirements of Section 3.26.050(C) of the Livermore Municipal Code, for nine units that would have otherwise been reserved for moderate income purchasers.

2. Authorizes the City Manager, or her designee, 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 September 28, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Second Amendment to Affordable For Sale Housing Agreement with Shea Homes, Inc. (Shea Portola Project/Shea Serenity)

Recording Requested By:
CITY OF LIVERMORE
And When Recorded Mail to:
The City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: City Clerk

Documentary Transfer Tax $ Exempt R&T Code 11922

By: _____

City of Livermore

Recording Fee $0.00 Gov't Code 27383

APN: Portion of 903-0010-029 & Portion of 903-0010-030

SECOND AMENDMENT TO AFFORDABLE FOR SALE HOUSING AGREEMENT BETWEEN THE CITY OF LIVERMORE AND SHEA HOMES, INC.

THIS AMENDMENT is made and entered into this ____ day of _____, 2026, by and between the City of Livermore ("City"), a municipal corporation, and Shea Homes, Inc. ("Developer"), a Delaware corporation.

RECITALS

A. On September 26, 2023, the City and Developer entered into an Affordable For Sale Housing Agreement, obligating Developer to provide eighteen (18) for-sale residential units for Median-Income and Moderate-Income households ("Original Agreement"). The Original Agreement was recorded under Series No. 2023112087, dated September 29, 2023, Official Records of Alameda County, California. Section 14 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

B. On June 8, 2026, the City Council held a public hearing to consider a request by Developer to amend the project approvals for Vesting Tentative Tract Map (VTTM) 8613 – Subdivision (SUB) 21-006 and Site Plan Design Review (SPDR) 21-005, known as Shea Serenity ('the Project"). Following a properly noticed and held public hearing, the City Council adopted Resolution No. 2026-095, which approved Subdivision Amendment (SUBA) 26-002 and Site Plan Design Review Modification (SPDRM) 26-014, and authorized an alternative means of compliance with the City's Inclusionary Housing Ordinance, pursuant to Section 11.70.040 of the Livermore Development Code.

C. Pursuant to Section G, *Housing and Human Services Division*, of the Conditions of Approval for the Project, as amended by Resolution No. 2026-095,

Developer is required to enter into an amendment to the Original Agreement to ensure all provisions of the City's Inclusionary Housing Ordinance are satisfied pursuant to Section 11.70.040 of the Livermore Development Code.

D. On August 17, 2026, and while the City and Developer were negotiating an amendment to the Original Agreement to implement an alternative means of compliance with the City's affordable housing requirement, the City and Developer entered into a First Amendment to the Original Agreement which (1) provided for a change to the location and description of the Affordable Units; and (2) documented a prior written understanding between the City and Developer, pursuant to Section 4(c) of the Original Agreement, that units previously designated in the Original Agreement to be sold at the Moderate Income Price could be (and were) sold at the Median Income Price, which the parties determined was necessary to meet the demand of eligible and qualified homebuyers once the Affordable Units were completed and ready for sale ("First Amendment"). The First Amendment was, pursuant to Section 14, *Modification*, of the Original Agreement, a minor modification to the Original Agreement. The First Amendment was recorded under Series No. 2026106743 dated August 19, 2026, Official Records of Alameda County, California.

E. The City and Developer now desire to further amend the Original Agreement to provide for an alternative means of compliance with the City's affordable housing requirement. This is the second amendment to the Original Agreement. All capitalized terms not otherwise defined in this amendment shall have the same meaning as in the Original Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Developer hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The Original Agreement is amended as follows:

A. Section 2, *Affordable Housing Requirement*, of the Original Agreement is amended to read as follows:

Affordable Housing Requirement

Based on the Conditions of Approval for Vesting Tentative Tract Map 8613, as amended, and Chapter 10.06.050 of the Livermore Development Code, Developer is required to provide 18 residential units ("Units") for sale at affordable prices to Median Income Purchasers and Moderate Income Purchasers.

Satisfying the Affordable Housing Requirement

In satisfaction of the affordable housing requirement described above, Developer hereby agrees to: (i) construct nine (9) units within the Development, five (5) of which will be reserved for sale at the Median Income Price, and four (4) of which will be reserved for sale at the Moderate Income Price as described in Section 4(a) below, (the "Affordable Units"). As an alternative means of compliance for the remaining nine (9) Moderate-Income units, construction of which would otherwise be necessary for Developer to meet the affordability requirements for the Development of 20% total affordable units of which 15% are Moderate-Income units, Developer shall provide an in-lieu fee payment that complies with Section 3.26.050(C) of the Livermore Municipal Code, and as further described below.

In Lieu-Fee Calculation for Nine (9) Moderate-Income Affordable Units

As an approved alternate means of compliance with Developer's obligation to construct nine (9) units reserved for Moderate Income Purchasers, Developer shall pay to the City a total of $1,429,362 as an in-lieu fee for the nine (9) units that would otherwise be required to be reserved for sale at the Moderate Income Price ("Fee Units"). The payment will be made pro-rata at the time of final inspection on each of the remaining 5 buildings in the development at a rate of $285,872.40 per building (the "Per Building Fee"). Developer shall pay the fees in accordance with the City's approved fee deferral program.

B. Section 4, *Location and Description of the Affordable Units*, of the Original Agreement amended to read as follows:

a) The Affordable Units sold since execution of the Original Agreement were located at the addresses described below and further depicted in Attachment 2-2, attached hereto and incorporated herein by this reference.

Unit Number	Address	Plan #	No. of Bedrooms	No. of Baths	Square footage (+/-)	Affordable Sales Price Category
Median						
0403	105 Sedona Common	1	3	3	1582+/-	Median
0303	109 Sedona Common	1	3	3	1582+/-	Median

0803	142 Sedona Common	1	3	3	1582+/-	Median
Moderate						
0306	109 Sedona Common	1	3	3	1582+/-	Moderate
0903	146 Sedona Common	1	3	3	1582+/-	Moderate

The remaining Affordable Units shall be located at the addresses described below and further depicted in Attachment 2-2, attached hereto and incorporated herein by this reference.

Unit Number	Address	Plan	No. of Bedrooms	No. of Baths	Square footage (+/-)	Affordable Sales Price Category
1103	176 Sedona Common	#1	3	3	1582+/-	Median or Moderate
1106	176 Sedona Common	#1	3	3	1582+/-	Median or Moderate
1203	172 Sedona Common	#1	3	3	1582+/-	Median or Moderate
0406	105 Sedona Common	#1	3	3	1582+/-	Median or Moderate

b) Upon the Development satisfying either the median-income or moderate-income unit requirement set forth in this Agreement, the City shall provide to Developer the names of purchasers eligible under the Program in the income category not yet fully sold. In no event shall Developer be required to designate more than five (5) units for Median Income Purchasers.

c) The remaining, unsold Affordable Units listed in Section 4(a) of this Agreement and identified in Attachment 2-2 may be substituted for other lots with the mutual written consent of the City and Developer, which said consent shall not be unreasonably withheld, provided that any change to the lots does not materially detract from the value of the Affordable Units, as determined by the City in accordance with its affordable housing ordinance, and otherwise complies with Section 10.06.050 of the Livermore Development Code, except for the unit comparability requirement set for in Section 10.06.050(D)(7). For avoidance of doubt, the parties agree that a substitution of any lot containing floor plan 1 for another lot containing floor plan 1 does not materially detract from the Affordable Unit's value. Any substitution of lots pursuant to this Section 4(c) shall require the parties to execute a written amendment to this Agreement, which said amendment

constitutes a minor modification pursuant to Section 14 of this Agreement.

d) Each Affordable Unit shall:

i. be built in conformance with the plans approved in connection with Vesting Tentative Tract Map 8613, as amended, and

ii. consist of the square feet of living space comprised of a family room, dining room, kitchen, laundry, bedrooms and bathrooms, as stated in Section 4(a) above and in Vesting Tentative Tract Map 8613, as amended, and

iii. contain the same standard amenities, fixtures, and finishes, such as appliances, cabinets, counters, flooring, etc., as the market rate units in the Development. Any proposed amenities, fixtures and finishes that differ from those in the market rate units must be pre-approved by the City in writing prior to marketing the Affordable Units.

e) All Affordable Units shall be sold at the sales prices adopted by City Council that are applicable during the year the Affordable Units are sold (the "Median Income Price" and "Moderate Income Price").

C. Section 15, *Entire Agreement*, of the Original Agreement is amended to read as follows:

Entire Agreement
This Agreement constitutes the entire understanding and agreement of the parties with respect to the Fee Units and the sale of the Affordable Units.

D. Attachment 2, *Location of Affordable Units,* to the Original Agreement is replaced with Attachment 2-2 to this first amendment to the Original Agreement.

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

3. This amendment may be executed in counterparts, by actual or facsimile signature (with originals to be forwarded by overnight mail). Each counterpart shall be deemed an original, and all of them, when taken together, shall constitute one agreement.

[Signatures follow.]

IN WITNESS WHEREOF, the parties have executed this amendment on or as of the date first written above.

CITY OF LIVERMORE a Municipal Corporation By: _____ Marianna A. Burch City Manager	Shea Homes, Inc. a Delaware corporation By: _____ Name: David Best Its: Authorized Agent By: _____ Name: Donald A. Hofer Its: Authorized Agent
Approved as to form: By: Molly A. O'Toole Molly A. O'Toole Assistant City Attorney Approved as to insurance: By: _____ Jas Sidhu Risk Manager	

Attachments:

Attachment 2-2 – Location of Affordable Units

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 Alameda)

On September 1, 2026 before me, Kendra Williams, Notary Public
(insert name and title of the officer)

personally appeared David Best and Donald A. Hofer,
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.

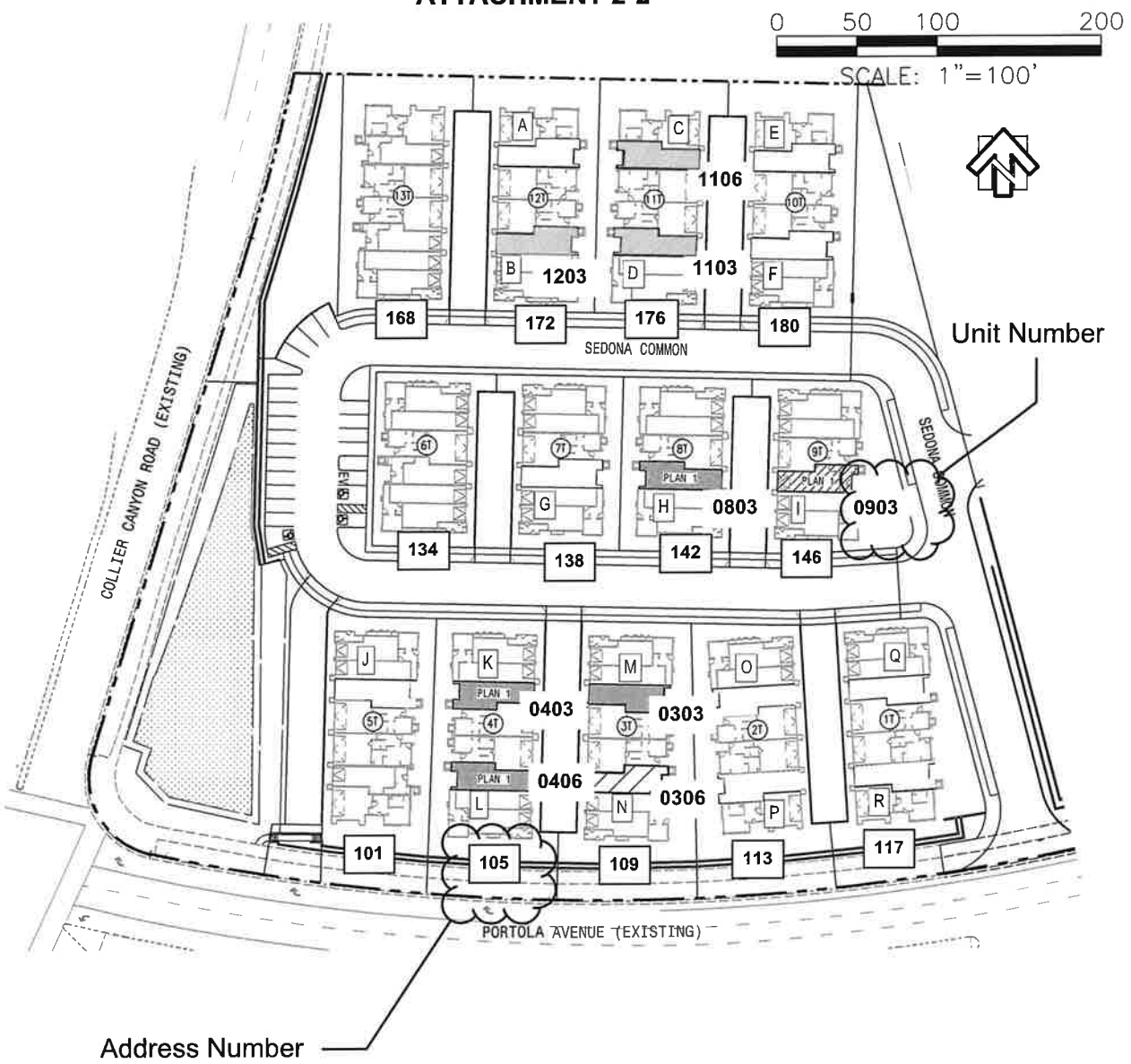
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KENDRA WILLIAMS
Notary Public - California
Alameda County
Commission # 2556812
My Comm. Expires May 26, 2030

Signature _____ **(Seal)**

ATTACHMENT 2-2



AFFORDABLE UNIT SUMMARY	
TOWNHOMES	
MODERATE	2
MEDIAN	3
MOD / MED	4
TOTAL	9

LEGEND:

BELOW MARKET RATE UNIT MODERATE

BELOW MARKET RATE UNIT MEDIAN

BELOW MARKET RATE UNIT MOD / MED

05-11-2026 10:08am Chris Guenther P:\29024\DES\EXH-D\EXH-AFFORDABLE HOUSING.DWG

REFERENCES: P-DS-29024; P-4P-29024; P-DV-29024; D-TP-29024

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.6**

DATE: September 28, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing supplemental appropriations totaling $1,103,000 and awarding a construction contract to Re-Gen Electric, Inc., in the amount of $3,242,200, for the City Fleet Electrification, Phase 2 Project BL202514

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution for the City Fleet Electrification, Phase 2 Project BL202514:

1. Authorizing supplemental appropriations totaling $1,103,000 to the budget for the City Fleet Electrification, Phase 2 Project BL202514, consisting of $371,000 from CIP Reserves - Fleet (Fund 101), $371,000 from Fleet & Equipment Services (Fund 730), $92,417 from Wastewater Replacement (Fund 622), $168,583 from Water Replacement (Fund 642), and $100,000 from Airport (Fund 600);
2. Awarding and authorizing the City Manager to execute a construction contract with Re-Gen Electric, Inc., in the amount of $3,242,200, pursuant to Livermore Municipal Code Section 2.68.570(C);
3. Rejecting all other bids or proposals;
4. Authorizing the City Manager to approve and execute change orders up to a cumulative amount of ten percent (10%) of the construction contract value of $3,242,200; and
5. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

SUMMARY

The City Fleet Electrification, Phase 2 Project BL202514 (Project) provides for the installation of 96 Level 2 charging ports and 4 DC fast chargers at City Hall, the Police Department, the Maintenance Service Center, the Water Reclamation Plant, and the Livermore Municipal Airport, together with the associated electrical distribution, underground, civil, and ADA improvements required to serve them. Attachment 1 shows the distribution of these charging ports at the different facilities.

On June 9, 2025, the City Council adopted a resolution authorizing execution of an agreement with the

California Energy Commission (CEC) for the Charging Infrastructure for Government Fleets program (Grant GFO-23-606, Agreement ARV-24-017), securing $1,600,000 to install 100 electric vehicle charging ports at 5 City facilities.

On August 11, 2026, 9 bids were received for the Project. A timely bid protest was received from Bockmon & Woody Electric Co., Inc., the 5th lowest bidder, challenging the responsiveness of 4 other bidders, including the apparent lowest bidder, Re-Gen Electric, Inc. After a detailed review in coordination with the City Attorney's Office, staff determined that Re-Gen Electric, Inc.'s bid proposal is responsive. Staff recommends the City Council award and authorize the City Manager to execute a construction contract with Re-Gen Electric, Inc., the lowest responsive and responsible bidder, pursuant to Livermore Municipal Code Section 2.68.570(C), in the amount of $3,242,200. Staff also recommends the City Council authorize a supplemental appropriation of $1,103,000 to the FY 2026-27 budget for the Project.

DISCUSSION

In April 2024, the City applied for the California Energy Commission Charging Infrastructure for Government Fleets grant solicitation (GFO-23-606), a competitive solicitation funding electric vehicle charging infrastructure for light-duty government fleets. The CEC notified the City that its application was selected for funding on September 18, 2024, and approved the grant agreement at its Business Meeting on May 8, 2025. On June 9, 2025, City Council authorized the City Manager to execute the agreement, which secures $1,600,000 toward the installation of 100 electric vehicle charging ports at 5 City facilities.

The Project supports the City's Climate Action Plan and greenhouse gas reduction goals by expanding charging capacity to support the continued transition of the municipal fleet from internal combustion vehicles to zero-emission alternatives. The scope of work includes installation of 96 ChargePoint CP6000 Level 2 charging ports and 4 Kempower 150 kW DC fast chargers; electrical distribution equipment, switchgear, panelboards, conductors, and underground ductbank; concrete equipment foundations; sidewalk, concrete pad, and ADA improvements; asphalt and pavement restoration including Type II micro-surfacing; signing and striping; fencing; and commissioning, testing, startup, and closeout documentation.

In addition to the work under the construction contract, Pacific Gas and Electric Company (PG&E) will design, furnish, and install the To-the-Meter electrical infrastructure required to serve the new charging equipment at City Hall, the Maintenance Service Center, and the Police Department. This work is provided and funded by PG&E under its Rule 29 program, valued at approximately $1,153,000, and its EV Fleet program, valued at approximately $950,000. These improvements are not included in the construction contract or the Project budget and are performed at no capital cost to the City. A separate item will be presented at a future meeting requesting authorization to grant PG&E the permanent easements necessary for it to construct, operate, and maintain those facilities.

City Council approved the design agreement with Blair, Church & Flynn on September 8, 2025. The design was completed in May 2026. On March 23, 2026, the City Council adopted a resolution authorizing sole sourcing of the ChargePoint CP6000 Level 2 charging stations and the Kempower 150 kW DC fast chargers specified for the Project.

Staff advertised the Project on July 1, 2026. On August 11, 2026, the City received 9 bids for the Project. Following is a list of the bids received and the Engineer's Estimate for the Project:

City Fleet Electrification, Phase 2 Project BL202514 Bids

Contractor Name	**City**	**Base Bid**
Re-Gen Electric, Inc.	Fresno, CA	$3,242,200
Stronger Building Services	San Leandro, CA	$3,266,000
Aram Electric, Inc.	San Leandro, CA	$3,926,700
InCharge Energy, Inc.	Santa Monica, CA	$4,362,350
Bockmon & Woody Electric Co., Inc.	Stockton, CA	$4,364,000
SCC Electric, Inc.	Novato, CA	$4,384,252
Booth Electric	Petaluma, CA	$4,497,000
Tennison Electric LLC	Livermore, CA	$4,614,110
Ample Electric	Sacramento, CA	$4,979,865
Engineer's Estimate		**$3,000,000**

The City acknowledged receipt of a timely bid protest from Bockmon & Woody Electric Co., Inc. (Bockmon & Woody), dated August 13, 2026, and a timely protest response from Re-Gen Electric, Inc., dated August 14, 2026. The protest challenged the responsiveness of 4 bidders, including Re-Gen Electric, Inc. Because the City intends to award the contract to Re-Gen Electric, Inc., the grounds asserted against the other 3 bidders would not affect the award. Staff conducted a detailed review of the individual bid proposals and the bid protest letters. As a result of this review, staff deemed Re-Gen Electric, Inc.’s bid proposal to be responsive based on the following reasons:

1. The protest asserted that Re-Gen Electric, Inc., altered Bid Schedule Line Item No. 1 and left Line Item No. 11 blank. Correction of these entries is governed by Section 11.1 of the Instructions to Bidders. The cumulative corrections total $155,000, or 5.02% of the Base Bid as submitted. Section 11.2 of the Instructions to Bidders provides that where cumulative corrections change the base bid by more than five percent, the City may consider the bid non-responsive. The provision is permissive and does not require rejection. The corrections restore 2 amounts the City itself established and fixed on the Bid Schedule form; they involve no exercise of bidder pricing judgment and no ambiguity requiring staff to interpret the bid. The irregularity confers no competitive advantage, does not prejudice any other bidder, and does not affect the competitive bidding process. The City therefore retains discretion to waive it as immaterial. California courts have consistently held that substantial compliance with bid requirements is sufficient where the purpose of the requirement is met and no competitive advantage results. Accordingly, staff deems this bid irregularity to be immaterial, in accordance with Section 19 of the Instructions to Bidders.
2. The protest also asserted that Re-Gen Electric, Inc.'s Bidder's Questionnaire reads as a conditioned bid rather than as the information requested. Staff reviewed the Questionnaire and found all sections complete. The Questionnaire supplies the information the form requests and contains no condition, limitation, or provision qualifying the bid, the Base Bid amount, or the obligation to perform the Work. The protest identifies no specific Questionnaire language said to constitute a condition, and no supporting documentation accompanied this ground.

Staff determined that the bid irregularity identified above can be waived as inconsequential and that Re-Gen Electric, Inc.’s bid proposal is responsive. On August 19, 2026, the City issued a written response to Bockmon & Woody Electric Co., Inc., denying the protest as to the grounds asserted against Re-Gen Electric, Inc.

Re-Gen Electric, Inc., has completed solar, electrical service, and underground electrical distribution projects for public agencies and commercial clients throughout California. Staff contacted references included in Re-Gen Electric, Inc.'s bid and received satisfactory endorsements.

In accordance with Livermore Municipal Code Section 2.68.590(B), a cumulative change order authorization of 10% of the contract value is allowed.

Construction is anticipated to begin in October 2026. Staff will coordinate with the affected City departments at each of the 5 facilities and provide advance notification of parking restrictions, work areas, and construction schedules.

FISCAL AND ADMINISTRATIVE IMPACTS

The City Fleet Electrification, Phase 2 Project BL202514 is included in the FY 2025-30 Capital Improvement Plan. The Project currently has a total budget of $3,360,000. Funding is from the CEC Grant, CIP Reserves - Fleet, Fleet & Equipment Services, and Wastewater Replacement. The original budget was prepared before completion of the Project design and was based on conceptual charger quantities and preliminary unit costs.

The current total cost estimate for the Project is $4,463,000. This amount covers the $3,242,200 construction contract with Re-Gen Electric, Inc., a $324,220 construction change order contingency, and all other associated design, construction management, inspection, materials testing, project management, and administrative costs. In addition to the $4,463,000 City Project cost, PG&E is funding the To-the-Meter electrical infrastructure required to serve the new charging equipment at City Hall, the Maintenance Service Center, and the Police Department. The total estimated value of this work is $2,103,000. Therefore, the total cost of the City and PG&E project work is $6,566,000, of which the CEC Grant and PG&E funds cover $3,703,000 (56%), and City funds cover the remaining $2,863,000 (44%).

Supplemental appropriations totaling $1,103,000 are required to increase the current budget of $3,360,000 to $4,463,000 and fully fund the Project.

To align Project costs with the City funds and facilities benefiting from the improvements, the following appropriations need to be made to the Project budget:

- Fund 101, CIP Reserves – Fleet, add $371,000
- Fund 730, Fleet & Equipment Services, add $371,000
- Fund 622, Wastewater Replacement, add $92,417
- Fund 642, Water Replacement, add $168,583
- Fund 600, Airport, add $100,000

The California Energy Commission has approved $1,600,000 in grant funding for the Project through the Charging Infrastructure for Government Fleets program. Eligible Project costs will be submitted for reimbursement in accordance with the grant agreement.

The Project will not increase operational and maintenance (O&M) costs during the first 5 years because network service fees and preventive maintenance are included in the construction contract. Ongoing O&M costs following this 5-year period will be incorporated into future operating budgets.

COMMUNITY PILLAR

3: Environmental Stewardship

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Re-Gen Electric, Inc. Contract

Prepared by: Farnoush Levers
Assistant City Engineer

Approved by:



Marianna A. Burch
City Manager

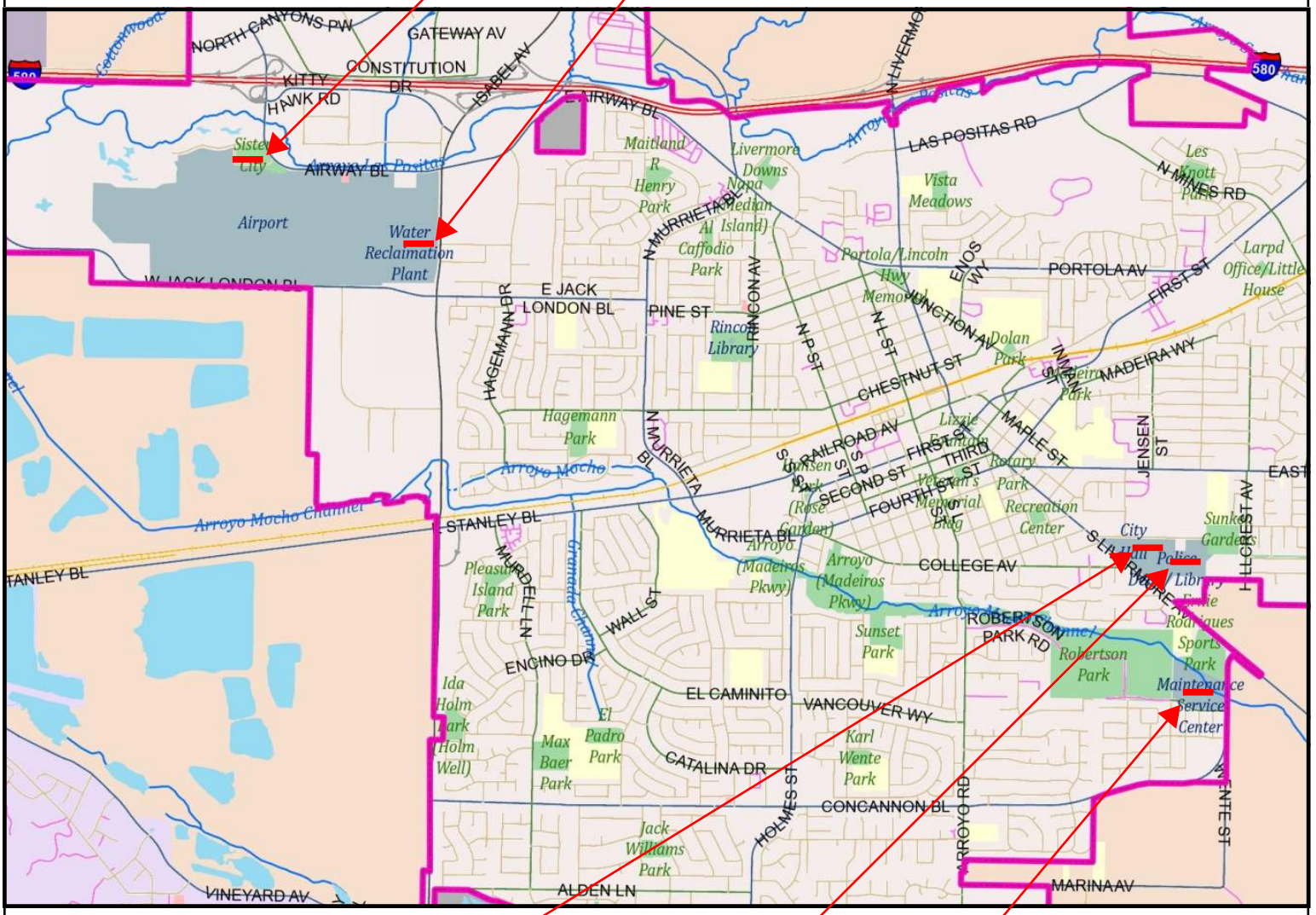
Fiscal Review by:



Dustin Claussen
Administrative Services Director

CIP 202514 - Vicinity Map

ATTACHMENT 1



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING SUPPLEMENTAL APPROPRIATIONS TOTALING $1,103,000 AND AWARDING A CONSTRUCTION CONTRACT TO RE-GEN ELECTRIC, INC., IN THE AMOUNT OF $3,242,200 FOR THE CITY FLEET ELECTRIFICATION, PHASE 2 PROJECT BL202514

The City Fleet Electrification, Phase 2 Project ("Project") provides for the installation of 100 electric vehicle charging ports in City parking lots at City Hall, the Water Reclamation Plant, the Maintenance Service Center, the Police Department, and the Airport. The planned installation includes 96 Level 2 chargers and four DC fast chargers. In addition to supporting electrical infrastructure, minor parking layout modifications are also anticipated.

The Project supports the City's Climate Action Plan and greenhouse gas reduction goals by expanding charging capacity for the continued transition of the municipal fleet from internal combustion vehicles to zero-emission alternatives.

On June 9, 2025, the City Council adopted a resolution authorizing execution of an agreement with the California Energy Commission for the Charging Infrastructure for Government Fleets program (Grant GFO-23-606, Agreement ARV-24-017), securing $1,600,000 toward the Project. On March 23, 2026, the City Council adopted a resolution authorizing sole sourcing of the ChargePoint CP6000 Level 2 charging stations and the Kempower 150 kW DC fast chargers specified for the Project.

On August 11, 2026, nine bids were opened for construction of the Project. A timely bid protest was received from Bockmon & Woody Electric Co., Inc. challenging the responsiveness of four bidders, including the apparent low bidder, Re-Gen Electric, Inc. Following a detailed review by staff, in coordination with the City Attorney's Office, staff determined that Re-Gen Electric, Inc.'s bid proposal is responsive, and the City denied the protest by letter dated August 19, 2026.

Staff recommends awarding a construction contract to Re-Gen Electric, Inc., the lowest responsible and responsive bidder for the Project, and authorizing the City Manager to sign the agreement.

Supplemental appropriations in the amount of $1,103,000 are required to fully fund this construction contract, change order allowance, inspection, and project management.

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

1. Authorizes supplemental appropriations totaling $1,103,000 to the budget for the City Fleet Electrification, Phase 2 Project BL202514, consisting of $371,000 from CIP Reserves – Fleet (Fund 101), $371,000 from Fleet & Equipment Services (Fund 730), $92,417 from Wastewater Replacement (Fund 622), $168,583 from Water Replacement (Fund 642), and $100,000 from Airport (Fund 600);

2. Awards and authorizes the City Manager to execute a construction contract to Re-Gen Electric, Inc., in an amount not-to-exceed $3,242,200 for City Fleet Electrification, Phase 2 Project BL202514, attached hereto as Exhibit A and incorporated by this reference, pursuant to Livermore Municipal Code Section 2.68.570(C);

3. Rejects all other bids or proposals;

4. Authorizes the City Manager to approve and execute change orders up to a cumulative amount of ten percent (10%) of the construction contract value of $3,242,200; and

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 28, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Re-Gen Electric, Inc. Contract

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and Re-Gen Electric, Inc., a California corporation ("Contractor") for work on the City Fleet Electrification, Phase 2 – City Project No. BL202514 ("Project").

The Parties Agree as Follows:

1. Award of Contract.

In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20___, as part of Resolution No. _____, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. Contract Documents.

This Contract consists of all of the written representations and submissions made by Contractor as part of the Bid process and the following numbered and un-numbered component documents, as detailed on the table of contents of this Agreement:

a. Bidding requirements (consisting of the Notice Inviting Bids; Instructions to Bidders; Bid Proposal; Bid Schedule, Subcontractor List, Noncollusion Declaration, Bid Bond, Bidder's Questionnaire, Payment Bond, Performance Bond, Warranty Bond);

b. General Conditions;

c. Special Conditions;

d. Division One Technical Specifications;

e. Appendix;

f. Index of Defined Terms;

g. Project Drawings and Specifications;

h. Bid Addenda, if any;

i. Change Orders, if any;

j. ALB Notice;

k. Notice to Proceed;

l. City Standard Specifications and Details;

m. And the following: No other documents.

3. Contractor's Obligations.

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary

and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. Payment.

As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor three million two hundred forty-two thousand two hundred Dollars ($3,242,200.00) (the "**Contract Price**"), in accordance with the payment provisions in the General Conditions.

5. Time for Completion.

5.1. Substantial Completion

Contractor must achieve Substantial Completion, as that term is defined in the General Conditions, of the Project Work within 250 Working Days from the commencement date stated in the Notice to Proceed. ("**Substantial Completion Deadline**."). For this project, the Contractor shall also incorporate fifteen (15) inclement Weather Days into their bid estimate. Contractor shall be solely responsible for the extended overhead and profit for these weather days and shall not be compensated by the City in any way, reference Section 10.3 of the General Conditions and Section 013200-4.3 Contract Schedules for additional weather day information.

5.2. Final Completion

Contractor must achieve Final Completion, as that term is defined in the General Conditions, of the Project Work within 60 Working Days after the date of substantial completion. ("**Final Completion Deadline**.")

5.3. Early Completion.

By signing below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages.

If Contractor fails to meet either the Substantial Completion Deadline or the Final Completion Deadline, City may assess liquidated damages according to the provisions in the General Conditions of the Contract Documents in the following amounts for each day of Unexcused Delay, and the Contract Price shall be reduced accordingly.

6.1. Substantial Completion Deadline: $2500 per day.

6.2. Final Completion Deadline: $2500 per day.

7. Milestone Penalties.

If the Contractor fails to meet any Milestone established in the Contract Schedule for the Project, City may assess penalties in the following amounts for each day of Unexcused Delay: $ **FOUR HUNDRED (400) per day.**

8. Labor Code Compliance.

This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

8.1. Prevailing Wages.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The general prevailing wage rates for each craft, classification or type of covered work are available online at http://www.dir.ca.gov/DLSR.

8.2. DIR Registration.

City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code, Section 1725.5, subject to limited legal exceptions allowed by the Labor Code.

9. Workers' Compensation Certification.

Under Labor Code, Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code, Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

The successful bidder previous to the entering of the contract to do the said work shall take out and maintain in full force and effect worker's compensation insurance with an insurance carrier authorized to transact business in the State of California, covering the bidder's full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such worker's compensation insurance shall be furnished to the City of Livermore by certificate and waiver of subrogation in the City's electronic insurance certificate tracking system (PINS) prior to the commencement of the work and said certificate shall contain a provision that the coverage thereunder will not be canceled until at least thirty (30) days prior written notice has been given to the City.

10. Notice.

Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight

delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City	Contractor
Name	Joel Waxdeck	Re-Gen Electric, Inc.
Address	1052 South Livermore Avenue	2659 N Fowler Ave
City/state/zip	Livermore, CA 94550	Fresno, CA. 93727
Phone	925-960-4521	559-760-9355
Fax		
Attention	City Engineer	President
Email	jhwaxdeck@livermoreca.gov	brian@re-gen-elect.com
Copy to	fslevers@livermoreca.gov; banastas@livermoreca.gov	erin@re-gen-elect.com

11. General Provisions.

The following items are repeated here as stated as part of Part 2, General Conditions, for emphasis:

11.1. Assignment and Successors.

Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns. A consolidation or merger of Contractor or a change in ownership of 25% or more of Contractor's capital stock constitutes an assignment by Contractor requiring the City's written consent.

11.2. Third Party Beneficiaries.

There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

11.3. Governing Law and Venue.

This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.

11.4. Amendment.

No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

11.5. Integration; Severability.

This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

12. Authorization.

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required under California Corporation Code, Section 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY
City of Livermore, a California Municipal Corporation

s/_____

Marianna A. Burch

Date: _____

Approved as to form:

_____
Deputy/Assistant/Senior Assistant/City Attorney

CONTRACTOR
Re-Gen Electric, Inc.

s/ _____

Name/Title [Brian Kuykendall, President and CEO]

Date: 8/27/26

s/ _____

Name/Title [Erin Ramos, Controller and Secretary]

Date: 8/27/26

1050161
Contractor's Calif. License Number(s)

Seal: RE-GEN ELECTRIC INC. CORPORATE SEAL 2021 CALIFORNIA

3/31/28
Expiration Date(s)

END OF DOCUMENT

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.7**

DATE: September 28, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution accepting the Livermore Downtown, Inc. 2025-2026 Annual Report.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the Livermore Downtown, Inc. 2025-2026 Annual Report.

SUMMARY

The City's agreement with Livermore Downtown, Inc. (LDI) dated December 29, 2025, requires LDI to provide an annual report outlining the organization's accomplishments during the previous year and describing its goals for the coming year. Staff recommends the City Council accept the Livermore Downtown Inc. 2025-2026 Annual Report.

DISCUSSION

Since 1986, the City of Livermore (City), and for a time, the former Redevelopment Agency, has provided annual grant funding to Livermore Downtown Inc. (LDI) as part of a common mission to enhance economic growth, assist downtown businesses, and generally promote the Downtown. Typically, the funding amount is $90,000 for each fiscal year.

On November 24, 2025, Council approved the FY 2025-2026 Grant Agreement (Agreement) that specifies activities LDI will perform in exchange for City funding (Attachment 1). The Agreement further requires LDI to deliver an Annual Report, specifying the activities, events, and services provided to the City and Downtown merchants in the previous fiscal year.

LDI submitted to the City its 2025-2026 Annual Report. In addition to the requirements of the Agreement, the Annual Report also outlines LDI's accomplishments and describes the organization's goals for the coming year. Staff has found that LDI's activities for FY 2025-2026 met the requirements of the Agreement.

Typically, the City provides grant funding near the beginning of the Fiscal Year, and LDI reports on its annual activities after the Fiscal Year has ended. City staff have traditionally provided the report to the

City Council for awareness.

FISCAL AND ADMINISTRATIVE IMPACTS

The City Council previously appropriated and the City previously expended $90,000 from the General Fund (IEDD Budget) under LDI's Fiscal Year 2025-2026 Grant Agreement. There are no additional fiscal or administrative impacts for accepting the Annual Report.

COMMUNITY PILLAR

2: Economy that prospers

ATTACHMENTS

1. FY 2025-2026 Agreement
2. Resolution
3. Exhibit A - LDI Annual Report 2025-2026

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

ATTACHMENT 1

25-0519

GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE DOWNTOWN, INC.

FOR FISCAL YEAR 2025-26

THIS AGREEMENT, entered into this 29th day of December, 2025 between the City of Livermore, a municipal corporation ("**City**"), and Livermore Downtown, Inc., a California non-profit corporation ("**Grantee**").

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2025-2026.

B. The Grantee's mission is to advocate for the downtown business community by promoting economic growth, preserving our heritage, attracting tourism and fostering an environment where families want to live, work and play.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $90,000.00 for the length of this agreement, which will enhance and support the City's marketing and economic development efforts, including identifying the City as an underwriter of the Grantee's work.

AGREEMENT

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

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to activities that promote proactive communication between downtown businesses and the City, encourage increased visitation to downtown, support small business growth within downtown, and similar activities as outlined in Exhibit "A" ("**Grant Activities**").

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $**90,000.00 (**the "**Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee**.**

3. Time for Performance. Grantee shall complete its Grant Activities prior to **June 30, 2026.**

4. Recognition of City Grant Funds. Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other

underwriters, in which case the City may be acknowledged as, “City of Livermore” Grantee shall display the City’s logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit “C” to this Grant Agreement.

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

6. Annual Report. Grantee shall prepare an annual written report and submit to the City's Project Manager, Brandon Cardwell, no later than July 5, 2026. The annual report must identify the Grant Activities completed and in process, the Grant Funds spent to date, and the anticipated costs for completing the outstanding Grant Activities.

7. Documentation and Recordkeeping

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

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

8. Suspension, Termination, Return of Funds

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

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

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

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

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

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

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

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

TO GRANTEE:
Livermore Downtown, Inc.
Attn: Kara Klotchman
Executive Director
2155 Third Street
Livermore, CA 94550

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

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

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

****

Signatures and Attachment List on the Next Page

ATTACHMENT 1

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

GRANTEE:
Livermore Downtown, Inc.

Signed by:
Kara Klotchman
03E85985159045E...
Kara Klotchman
Executive Director

Dated:
9/12/2025 | 3:09 PM PDT

CITY OF LIVERMORE:

Signed by:
Marianna A. Burch
9529DE8D0B14447...
Marianna A. Burch
City Manager

Dated:
12/29/2025 | 1:27 PM PST

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...
Tara Mazzanti
Acting City Attorney

APPROVED AS TO INSURANCE:

Signed by:
Amber Hatfield
12BC7F4D88224F6...
Amber Hatfield
Risk Management Analyst

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

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Grant Activities
FY 2025-2026

Economic Vitality

1) Identify and engage with specific support organizations for all downtown industries to increase their support systems available (ie. Fitness, Health and Beauty, Retail Shops).
2) Actively recruit business investment and activation strategies for City owned historic properties in downtown Livermore.
3) Develop and Market Business Retention and Recruitment Programs, including tracking of potential and new downtown businesses.
4) Work with businesses on permitting and compliance issues.
5) Provide ongoing tenant and property owner outreach and interaction to inform businesses of City plans, processes and protocols.
6) Maintain Downtown Property Owner and Tenant Roster.
7) Host Monthly meetings with downtown businesses, property owners and City Staff to maintain clear communication on construction impacts, parking and public space use.
8) Communicate to the public updates on key Downtown revitalization projects.
9) Work with the City of Livermore to educate the downtown businesses on the City's Climate Action Plan, inviting businesses to actively participate and implement sustainable business practices where applicable.

Design

1) Interface with City Code Enforcement and business owners regarding possible nuisances and zoning code violations.
2) Provide input and direction on downtown Bike Corrals, Public Art and Wayfinding Signage.
3) Activate the Lot on First with community and business-supporting uses.
4) Assist in efforts regarding homeless impacts and solutions.

Promotion

1) Expand on Livermore Valley Tourism efforts and programs to expand on destination marketing and hospitality support, as well as arts promotion.
2) Manage and promote the year-round Sunday and seasonal Thursday Farmer's Market
3) Produce and implement downtown tradition and new events including but not limited to Halloween Hay Day, Witches Night Out, Earlier Than the Bird, Holiday Sights and Sounds Parade, Livermore Half Marathon and Livermore Downtown Street Fest.
4) Manage Downtown kiosks.

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5) Promote the Downtown District of Livermore to, among others, the Tri-Valley, Regional and State level organizations and potential tourism outlets.
6) Work collaboratively with local and regional organizations, including Livermore Valley Chamber of Commerce, Livermore Cultural Arts Council, Livermore Valley Winegrowers, Livermore Labs, Visit Tri-Valley, and private organizations such as local makers markets.
7) Act as liaison to external organizations in the downtown industry such as California Main Street, the California Downtown Association, the National Main Street Center, California Association of Festival Producers, Visit California, Responsible Hospitality Institute and the California Restaurant Association.
8) Manage and expand the Livermore Valley Made Initiative.
9) Manage a broad selection of Social Media platforms with well populated content and community interest, maintaining our position as a top Livermore Valley influencer.

ATTACHMENT 1

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Grantee is a sole proprietor, then they must sign "Contractor Release of Liability".

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee; or automobiles owned, leased, hired or borrowed by the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional

insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

Verification of Coverage

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

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LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

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INTRODUCTION

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

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

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

BRAND INTEGRITY

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

SUB-BRANDING

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

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

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

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

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

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

Other Logo Configurations

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

STANDARD
City of Livermore



STANDARD VERTICAL
City of Livermore
Stacked



STANDARD STACKED
City of Livermore
Stacked



CASUAL
Livermore



CASUAL
Livermore
Stacked



LIMITED USE: SLOGAN*
Livermore
Tagline



LIMITED USE*
City of Livermore
Arched



LIMITED USE*
Livermore
Arched



CUSTOMIZABLE**
City of Livermore
Departments



GRAPHIC ASSET
Leaf or Leaf Circle



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

** Department/division logos are available through the PIO. New logos should not be generated without approval.
Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

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

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

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

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

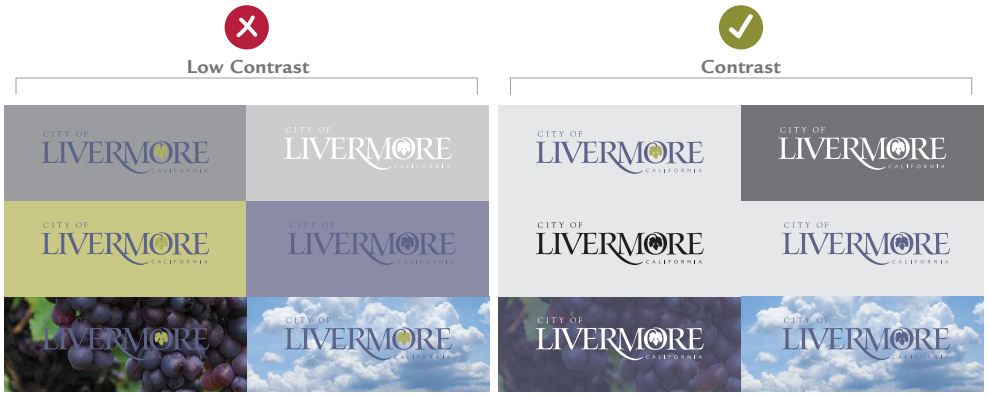
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

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

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

BACKGROUND CONTRAST

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



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

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Logo Integrity

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

MINIMUM SIZE

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



PROTECTIVE AREA AROUND THE LOGO

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

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



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

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



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

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

STANDARD

CITY OF LIVERMORE CALIFORNIA

CITY OF LIVERMORE CALIFORNIA

STANDARD VERTICAL

CITY OF LIVERMORE CALIFORNIA

STANDARD STACKED

CASUAL

"City of" text not included.

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

LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

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

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

LIVERMORE CALIFORNIA
THERE'S MORE HERE

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

ARCHED

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

CITY OF LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

DEPARTMENTS

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

CITY OF LIVERMORE CALIFORNIA
WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

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

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

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Incorrect Logo use

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



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

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

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TYPOGRAPHY

Brand Fonts

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

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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

FONT ALTERNATES

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

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

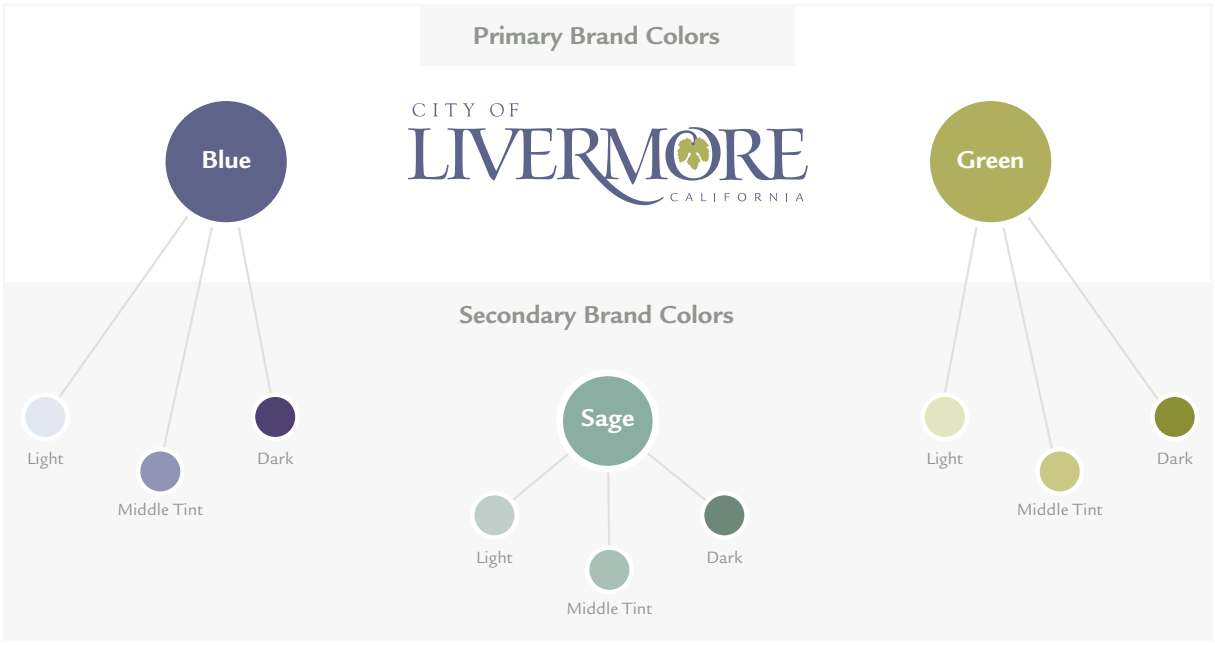
Google alternate to ITC Legacy Sans: Nunito Sans

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COLOR

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





Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

Color Detail

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

WEBSITE COLORS

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

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

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	48	20	38	0	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	60	33	55	8	n/a	n/a
Sage Mid		#ABC1B9	171	193	185	34	14	27	0	50%	50%
Sage Lt		#C2D1CA	194	209	202	24	10	19	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	46	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

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

BLACKS, GRAYS & NEUTRALS

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

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE LIVERMORE DOWNTOWN, INC. 2025-2026 ANNUAL REPORT

Since 1986, the City of Livermore ("City"), and for a time, the former Redevelopment Agency, has provided annual grant funding to Livermore Downtown, Inc. ("LDI") as part of a common mission to enhance economic growth, assist downtown businesses, and promote Downtown and the City of Livermore.

The City's agreement with LDI for grant funds for the 2025-2026 fiscal year, dated December 29, 2025, requires LDI to submit to the City a copy of the Livermore Downtown, Inc. 2025-2026 Annual Report. The 2025-2026 Annual Report has been submitted and is attached hereto as Exhibit A.

The report details the events and services provided to the City and Downtown merchants pursuant to the terms of the agreement covering the fiscal year period from July 1, 2025 to June 30, 2026. LDI's 2025-2026 Annual Report also shows that the goals and activities of LDI are consistent with the Marketing and Economic Development goals of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby accepts the Livermore Downtown, Inc. 2025-2026 Annual Report, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 28, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Livermore Downtown Inc. 2025-2026 Annual Report

LIVERMORE DOWNTOWN
CALIFORNIA
Where Brilliance Thrives!

2025-2026 Annual REPORT



PREPARED BY
KARA KLOTCHMAN
EXECUTIVE DIRECTOR

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executivedirector@livermoredowntown.com
www.livermoredowntown.com

LIVERMORE DOWNTOWN INC CALIFORNIA

2025/2026 Annual Report
Executive Summary

To: Brandon Cardwell
Innovation and Economic Development Director

From: Kara Klotchman
LDI Executive Director

It is our pleasure to present the 2025/2026 Annual Report in fulfillment of our City of Livermore Annual Grant Partnership.

Throughout the past fiscal year, Livermore Downtown Inc. (LDI) continued to strengthen Downtown Livermore by producing many of the community's signature events while introducing three new experiences that brought visitors downtown, supported local businesses, and fostered community connections. These events remain among the busiest sales days of the year for many downtown merchants.

LDI remained committed to supporting a healthy downtown economy through business advocacy, collaboration, and communication. We worked alongside business owners, City staff, elected officials, and community partners to encourage responsible growth, provide resources, and keep stakeholders informed as downtown continues to evolve.

We are proud to maintain our designation as a Certified and Accredited National Main Street Program, made possible through the dedication of our Board of Directors, committee members, volunteers, and downtown businesses.

We sincerely appreciate the continued support of the City of Livermore, our partners, sponsors, volunteers, and community. Together, we are ensuring Downtown Livermore remains a vibrant destination to live, work, shop, dine, and visit. We look forward to another successful year of partnership in 2026/2027.

Kara Klotchman
Executive Director, Livermore Downtown, Inc.

LIVERMORE DOWNTOWN INC CALIFORNIA

2025/2026 Livermore Downtown Inc. Highlights

This year was one of growth, collaboration, and strategic improvements for Livermore Downtown Inc. Beyond producing successful community events, LDI focused on strengthening business support, enhancing operations, and building new partnerships that will benefit Downtown Livermore for years to come.

Organizational & Operational Improvements

- Successfully revamped the **Downtown Partners Program**, including the addition of the new **Livermore Made Makers** partnership category.
- Transitioned all event applications, registrations, and partner management into **Eventeny**, creating one streamlined platform.
- Brought on a new accountant and completed a comprehensive **QuickBooks cleanup and financial reorganization.**
- Established structured **program committees** and conducted **Board training and strategic planning** sessions.
- Continued monthly **Main Street America** check-ins to strengthen accreditation and organizational best practices.

Business Advocacy & Collaboration

- Initiated monthly construction meetings with the City of Livermore's Economic Development team.
- Presented at the Downtown Real Estate Meeting and Business Alliance Meeting.
- Implemented a new **Block Captain Program** to improve communication with downtown businesses.
- Participated on the **Livermore Vision Zero Action Plan Stakeholder Committee**.
- Provided review and feedback on the City's **Temporary Sign Ordinance.**
- Conducted a Downtown **Parking Review** and Business Survey with City to identify parking challenges and opportunities.

LIVERMORE DOWNTOWN INC CALIFORNIA

2025/2026 Livermore Downtown Inc.
Highlights Continued

Events & Marketing

- Introduced **three new community events** while continuing to grow attendance and engagement at signature downtown events.
- Refreshed event branding with new graphics and marketing materials.
- Revitalized the Thursday Farmers Market to align with downtown business needs and feedback.
- Enhanced Witches Night Out with a new **Costume Contest** and **The Lot Pop-Up Experience.**
- Secured a significant increase in Holiday Sights & Sounds Parade sponsorship support.
- Featured on **TV30** promoting both Summer and Holiday downtown activities.
- Established **new marketing partnerships** with Your Town Monthly and collaborated with Livermore Vally Winegrowers Association and Supervisor Haubert on **Cork & Fork** promotional wine and restaurant initiatives.
- Partnered with **Main Street Designs** on a successful **See's Candies Fundraiser.**

Strengthening Downtown

Through strategic partnerships, improved communication, enhanced operations, and continued advocacy, Livermore Downtown Inc. strengthened its role as the organization dedicated to supporting a vibrant, welcoming, and economically successful Downtown Livermore.

Livermore Downtown Main Street District Visitors

2025 Visitors	2024 Visitors	YoY Change	YoY % Change
1,278,045	1,248,889	29,156	2.30%

**information provided by Main Street America and Placer.ai*

LIVERMORE DOWNTOWN INC CALIFORNIA

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LIVERMORE DOWNTOWN INC CALIFORNIA

About Livermore Downtown Inc.

Livermore Downtown Inc. (LDI) is a 501(c)3 Non-Profit, dedicated to the economic health and vitality of downtown Livermore. LDI is a certified and accredited National Main Street Program and 2009 Great American Main Street Award recipient. LDI is dedicated to focusing on the National Main Street's Four Point Approach to Downtown Revitalization.

LDI supports both the City of Livermore and local businesses by maintaining an up-to-date roster of downtown property owners and tenants, conducting ongoing outreach, and fostering strong relationships within the community. LDI assists businesses with permitting and compliance matters, acting as a key liaison between downtown businesses and city departments and leadership.

In partnership with the City, LDI helps identify design features and activate public spaces and programs essential to the vitality of both Downtown Livermore and the city as a whole. LDI also organizes monthly outreach meetings and collaborates with local partners to launch new communication initiatives addressing important issues such as homelessness, Alcoholic Beverage Control (ABC) regulations, and the City's Climate Action Plan.

Vision

Livermore Downtown Inc. is committed to keeping the heart of Livermore strong so the entire community can thrive.

Mission

Through partnerships, Livermore Downtown Inc. advocates for our downtown business community, by promoting economic growth, preserving our heritage, attracting tourism and fostering an environment where families want to live, work and play.

LIVERMORE DOWNTOWN INC CALIFORNIA

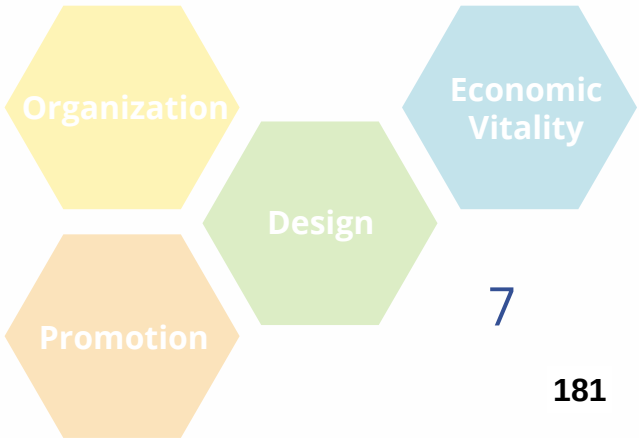
A Roadmap to Revitalization

California Main Street communities use the Main Street Approach to guide their revitalization efforts. The Main Street Approach is a comprehensive framework that helps communities identify their assets and competitive advantage, and build from those strengths. The Main Street Approach helps communities get started with revitalization, and grows with them over time.

- The Main Street Approach is centered around Transformation Strategies. A Transformation Strategy articulates a focused, deliberate path to revitalizing or strengthening a downtown or commercial district's economy.
- A program's work on Transformation Strategies should be organized around the Four Points: **Economic Vitality, Design, Promotion, and Organization.**
- A revitalization program's work – and its Transformation Strategies – need to be informed by a solid understanding of local and regional market data, and sustained and inclusive community engagement.



Transformation Strategies – generated through meaningful community engagement and informed by an analysis of the district's market position — help to guide a revitalization program's work. An effective Transformation Strategy serves a particular customer segment, responds to an underserved market demand, or creates a differentiated destination.



Transformation Strategies

Implemented through comprehensive work in four broad areas, known as the Four Points.



Economic Vitality

Economic Vitality focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

Design

Design supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

Organization

Organization involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district. Ensuring partners, funding, volunteers etc. are mobilized for the success of the program.

Promotion

Promotion positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.

MAIN STREET AMERICA
2026 Accredited

Main Street America

and

California Main Street

certify that

Livermore Downtown, Inc.

has been recognized as a

2026 Accredited Program

for meeting the standards of performance in 2025

Erin Barnes
President & CEO
Main Street America

Matt Wagner, Ph.D.
Chief Innovation Officer
Main Street America

CALIFORNIA MAIN STREET
PEOPLE SHAPING PLACES

MAIN STREET AMERICA
2025 Accredited

Organization
Economic Vitality
Design
Promotion

LIVERMORE DOWNTOWN INC CALIFORNIA

Economic Vitality

National & California Main Street Resources

Business Inventory



Economic Vitality



Business Communications

Block Captains

The Lot on First Street

Business Feedback Surveys & Meetings



LIVERMORE DOWNTOWN INC CALIFORNIA

Economic Vitality

Businesses Inventory

2025/2026 Business Retention – Business gained increased from the previous year, with a net business gained of two over 2024/2025., signaling growth in new business. Additionally, the net number of jobs created rose by 27, indicating continued economic growth and stronger workforce retention in the downtown area.

Total Jobs Gained	94
Total Jobs Lost	56
Net Jobs Gained	38

Businesses Gained	16
Businesses Lost	14
Net Businesses Gained	2

*see next page for detaild businesses open and closed

LIVERMORE DOWNTOWN INC CALIFORNIA

2025/2026 Businesses Opened & Closed

Business	Address	Opened	Closed	Jobs Lost	Jobs Gained
B12 Love	154 South J Street		July '25	8	
Primrose Bakery	154 South J Street	June '26			6
Best Budz Vintage	166 South J Street	July '25			2
CosmecticCandi Beauty Bar	2222 Second Street		July '25	2	
Paris Baguette	1772 First Street	July '25			10
Revival Studio	340 South Livermore Ave	July '25			8
Revival Studio	2222 Second Street #7		July '25	8	
Shobhana Beauty Studio	2222 Second Street #7	August'25		2	
Shobhana Beauty Studio	2222 Second Street #7		Dec '25		2
Johnny Fly	156 South J Street	Nov '25			2
Drip Back to Life	186 South K Street	Oct '25			4
Slice House by Tony Gemignani	1948 First Street	Feb '26			10
Zachary's Chicago Pizza	2470 First Street	Jan '26			10
L Campo	2059 First Street	August '25			11
Meadowlark Dairy	2287 Second Street	Dec '25			9
Fratello's	2124 Railroad Ave		Dec '25	8	
Fernando's Grill & Casntina	2124 Railroad Ave	May '26			6
Revs Beauty Studio	2222 Second Street #7	Jan '26			2
Mimosa Nails & Spa	1764 First Street		Jan '26	5	
Define Dentistry	211 South J Street	Jan '26			6
Teaspoon	2375 Railroad Ave Ste 101		Dec '25	5	
TriValley Cobbler	2558 Old First Street		July '25	1	
Pierson's Auto Stereo & Alarm	2558 Old First Street		July '25	3	
J & R Sports Supply	2558 Old First Street		July '25	4	
The Syndicate	2470 First Street		March '26	7	
Slanging Dough	21 S.Livermore #109	March '26			2
Jeffery Design Studio	2052 Fourth Street		June '26		4
R Place	2562 Old First Street		June '26	0	
Backstage	2562 Old First Street	June '26		0	
The Little & Brave Boutique	2044 First Street		June 26'	3	

Economic Vitality

LIVERMORE DOWNTOWN INC CALIFORNIA

Economic Vitality

Main Street America & California Main Street

FREE business workshops, grant opportunities and *Small Business Hub*, a new virtual platform for small business owners and entrepreneurs to learn, connect, and grow together presented by the National Main Street Association. Monthly CAMSA Check-ins with all California Main Street Dierectors.

Business Communications

Livermore Downtown Inc. (LDI) serves as a key liaison between downtown businesses and city departments, assisting with permitting, regulatory compliance, and other operational challenges. In addition, LDI communicates regulary with community stakeholders like the Chamber of Commerce and Winegrowers Association on business updates and collaboration opportunities.

The Lot on First St.

Livermore Downtown Inc. (LDI) staff worked closely with City staff to coordinate usage and ensure proper permitting/usage. Additionally, LDI utilizes the Lot as an extension of its programming—hosting pop-ups, promotional activities, and other events to enhance downtown engagement.

Business Feedback Surveys & Meetings

Livermore Downtown Inc. (LDI) conducts multiple business surveys and meetings throughout the year to assess satisfaction, gather feedback, and ensure our services remain relevant and valuable to the downtown business community.

Block Captains

Livermore Downtown Inc. new Economic Vitality and Design Committee created a Block Captain program that divided the downtown core into sections and assigned a LDI board member to each. section.
*continued on page 14



LIVERMORE DOWNTOWN INC CALIFORNIA

Economic Vitality

Block Captains Continued

Three goals for block captains:

1) **Inform** about program and happenings downtown.

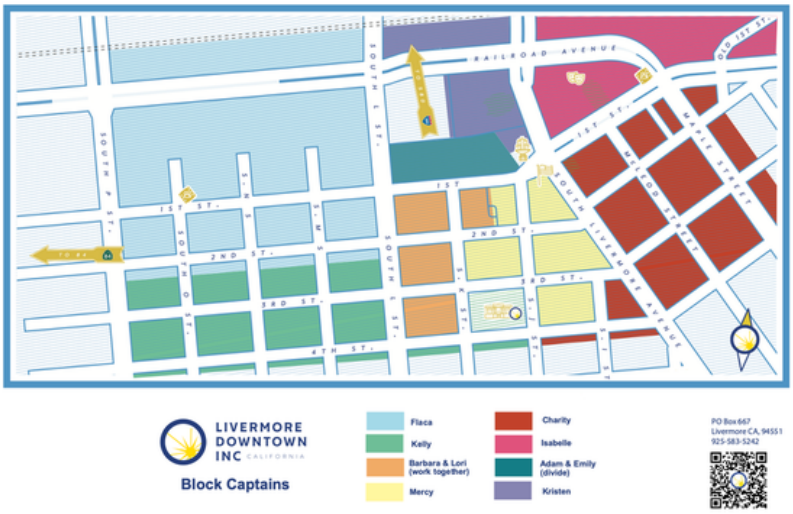
- Downtown event details, programs, special meetings, construction/project updates, important information on current issues.

2) **Recruit** partners

- Utilize talking points, highlight benefits, give brochure and follow-up.

3) **Connect** create a web of business community, get them involved.
:

- Share and receive contact information in whatever format works best and find out who is the best contact.
- Touch base quarterly.
- Follow social media platforms for businesses in your territory.
- When out and about, take photos/video of content to send to for LDI social media.
- Find out what their needs are and make sure aware/utilizing all LDI perks.



LIVERMORE DOWNTOWN INC CALIFORNIA

Design

Construction Meetings

Neighborhood Preservation



Design



Temporary Sign Ordinance Review

Parking Review

Livermore Vision Zero Action Plan

Parking Garage & Blacksmith Square Expansion

Resurfacing Project First St. From M to O



Design

Monthly Construction Meetings

Livermore Downtown Inc. (LDI) continued to host monthly construction meetings (quarterly starting April 2026) to keep downtown merchants informed about ongoing projects. These meetings include representatives from the City of Livermore and key partners such as Maroon Bear, Comcast, AT&T, PG&E, California Water Service, and others.

Merchants are encouraged to ask questions and share feedback, helping to build strong working relationships and collaboratively address potential construction-related impacts. LDI also educates businesses on city plans and processes, serving as a vital communication bridge between the City and the downtown business community.

Meeting recordings are shared with all downtown businesses, and LDI sends regular email and text updates about construction activities and disruptions such as street closures. This proactive communication helps ensure transparency, minimize disruptions, and strengthen community engagement.

Parking Garage and Blacksmith Square Expansion

Livermore Downtown Inc. (LDI) maintains ongoing collaboration with the City and project managers, offering consistent feedback, facilitating communication, and helping to mitigate potential impacts on the downtown community. Parking Garage completed December 2025 and Blacksmith Square partillay compleate and final projected end of summer 2026.

Parking Review

Livermore Downtown Inc. collaborated with City of Livermore staff to evaluate and update downtown parking spaces, adding handicap spaces, short term parking and updating parking limits in designated areas. Plans were proposed to businesses through survey to receive feedback.

Design

Neighborhood Preservation

Livermore Downtown Inc. (LDI) regularly collaborates with the downtown code enforcement officer to educate businesses on city policies, including outdoor dining and signage regulations. LDI advocates for businesses while supporting the City in promoting compliance and fairness.

Resurfacing Project: First Street From M to O

Livermore Downtown Inc. (LDI) hosted a business and City staff meeting for the coming soon Resurfacing Project on First Street from M to O. Presentation was given on plans and business impact. Businesses and LDI provided feedback on the plans. Minor design updates have already been iupdated in the plans from feedback including addition of gazebos in some of the bulb out areas to bring First Street core design elements down past N Street.

Temporary Sign Ordinance Review

Livermore Downtown Inc. (LDI) Executive Director part of temporary sign ordinance review committee with City staff. Met with and reviewed current policies and recommendations for updates and issues in downtown core and City of Livermore.

Livermore Vision Zero Action Plan

Livermore Downtown Inc. (LDI) Executive Director part of City of Livermore Vision Zero Action Plan Stakeholder Feedback Committee meetings. Evaluated and provided feedback on strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, and equitable mobility for all

LIVERMORE DOWNTOWN INC CALIFORNIA

Organization

Livermore Downtown Partners

Bylaws



Organization



Sponsors & Grants

Committees

Volunteers

Board of Directors



Organization

Bylaws

Livermore Downtown Inc. (LDI) is finalized and approved a review and update of the Bylaws in the beginning of December 2025. LDI Bylaws establish the organizations structure, ensure legal compliance, guide operations and promote transparency and accountability.

The purpose of Livermore Downtown Inc. (LDI) is to operate exclusively for charitable, educational, and community development purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Specifically, LDI is dedicated to supporting and promoting the economic vitality, cultural richness, and overall enhancement of Livermore Downtown. This includes, but is not limited to, supporting local businesses, engaging in downtown revitalization efforts, facilitating community events, advocating on behalf of merchants and property owners, and collaborating with public and private partners to create a vibrant, inclusive, and sustainable downtown environment.

Livermore Downtown Partners

Livermore Downtown Inc. (LDI) supports and promotes all businesses within the designated downtown district. Additionally, LDI offers a voluntary membership (Partner in Main Street) program that provides enhanced benefits to downtown businesses, nonprofits, and destination-oriented enterprises.

LDI reviewed and launched an updated downtown partners program December 2025 with new perks, annual renewal on new all in one platform and partner "Livermore Valley Made"category.

**see next page for Livermore Downtown Inc. Partners Brochure*

LIVERMORE DOWNTOWN INC CALIFORNIA

Livermore Downtown Inc. Partner Brochure

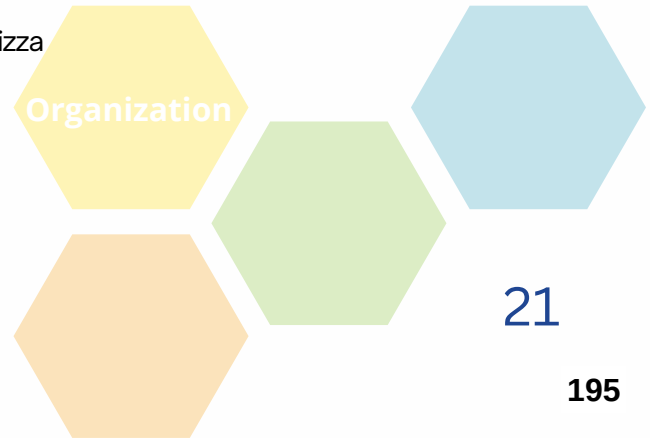


LIVERMORE DOWNTOWN INC CALIFORNIA

Livermore Downtown Partners Breakdown

Downtown Businesses

Affinity for Beauty & Wellness Spa
Alpha Martial Arts
American Swim Academy
Arthur Murray Dance Studio
Best Budz Vintage
Big Apple Pizza
The Black Cat
BMO
The Bourbon Pear
Casa Orozco Mexican Restaurant
Colliers
Compass - Barbara Benotto
Debbie Byrnes Realtor
Demitri's Taverna
Dragonfly Yoga and Wellness
Drip Back to Life Medical Corporation
El Charro Mexican Food & Cantina
First Street Alehouse
First Street Wine Company
Flaca's
Gene Morgan Insurance Agency
Good Chance Boutique
Haque Chiropractic
Intero Real Estate Services
Johnny Fly CA
Joya Yoga
L Campo
Landmark Exteriors
The Little and Brave LLC
Livermore Butcher Shop
Livermore Family Pet Hospital
Livermore Fusion Soccer Club
Livermore Heritage Guild
Livermore School of Dance
Livermore Valley Chamber of Commerce
Locanda Wine Bar
Main Street Designs
Maple Street Eatery & Drinkery
Marabelle Skin & Beauty
Meadowlark Dairy
Mozart, Earhart & Me
Muse & Mane Hair Studio
Nightcaps at Rosetta
Old First Tattoo
The Olive Oil Pantry and Tasting Room #2
Orangetheory Fitness
Paris Baguette
Piazza For Hair
Pinot's Palette
Purpose-Built Trade Co.
ReMax/Accord - Sherry Nigg
Revs Beauty Studio
Riata Diner & Tavern
Robeks Juice
Rosetta Roasting
Simply Fondue
Skin Philosophy by Kelly
Stampede
Steven Kent on 2nd
The Steven Kent Winery
Strizzi's Restaurant
SubCulture Jiu Jitsu
Sunrise Mountain Sports
Sweet Hope Naturals
Swirl on the Square
Tacos Livermore
TAG Real Estate Team
Tap 25
The Cheese Parlor
Therapy Stores
Tiny Tattoos East Bae
Towne Center Books
Tyler Pokorny Personal Training
Uptown Girls Boutique & Salon
Verace Gelato
Vine Cinema and Alehouse
Wingen Bakery
Zachary's Chicago Pizza
Zephyr Grill & Bar



LIVERMORE DOWNTOWN INC CALIFORNIA

Destination Partners

Alden Lane Nursery
Cuda Ridge Wines
Del Cielo Brewing
Fenestra Winery
Horizons East Show Stables
JMC Cellars
Lost Worlds
McGrail Vineyards
New Vintage Beverage
Omega Road Winery
Rosa Fierro Cellars
Wood Family Vineyards

Non-Profit Partners

CYT Tri-Valley, Inc.
Livermore Art Association
Livermore Rodeo Foundation
Livermore Valley Craft Beer Foundation
Livermore Valley Wine Community
Paws In Need
SPARC Theater
Spawn of Skatin
Tri-Valley Conservancy
Tri-Valley Pickleball Club

105 total Partners
**as of 6/24/2026*

Organization

LIVERMORE DOWNTOWN INC CALIFORNIA

Organization

Sponsors

Thursday Farmers' Market 2025/26
Herritage Estates - $1,000

Family Night at the Farmers' Market 2025/26
Team Martial Arts - $1,000

Witches Night Out 2025
Caratti Jewelers - Giveaway Sponsor - $3,500 (giveaway charm bracelet)
Tag Real Estate - Costume Contest Sponsor - $1000
Jolli Faces - In-Kind Trade - Balloon Photo Backdrop

Kids Town Halloween Hay Day 2025
Marcel Orthodontics - Giveaway Sponsor - $3,000 (giveaway treat bags)
Maroon Bear - Music & Costume Contest Sponsor - $3000
United Studios Self Defense - General Sponsor - $1000

Earlier Than the Bird 2025
Uptown Girls Boutique & Salon - Giveaway Sponsor - $3,000 (giveaway mini plant mug)

Holiday Village 2025
Marcel Orthodontics - Santa Sponsor - $2,500
A Cut Above Catering - Character Sponsor (2) - $750

Holiday Sights & Sounds Parade 2025
Subaru Livermore - Main Stage Sponsor - $6000
Legacy at Livermore - Secondary Stage Sponsor - $2,000
Denise Faenzi-Williams - Secondary Stage Sponsor - $2000
Lilly of the Valley School - Holly Jolly Sponsor - $500

Wine & Chocolate Stroll 2026
Supervisor Haubert - Wine Sponsor - $4,745
Barbara Benotto-Compass -
Tasting Glass Sponsor $2,000

LIVERMORE DOWNTOWN INC CALIFORNIA

Organization

Sponsors Continued

Street Fest 2026
Maroon Bear - Stockmen's Park Stage Sponsor - $8,500
Eye Heart Eyewear - Bankhead Stage Sponsor - $6,000
Del Cielo Brewing Co. - Season 2026 Wristband Sponsor - $5,000
Bay Home & Window - General Sponsor - $4,600
Renewal by Anderson - General Sponsor - $4,000
Cal Water- General Sponsor - $4,000
Home Depot - General Sponsor - $4,000
Team Martial Arts - General Sponsor - $4,000
Subaru Livermore - General Sponsor - $4,000
Heritage Estates - General Sponsor - $4,000
Livermore Vine publication - In-Kind Trade - Festival Marketing
Livermore Sanitation - In-Kind Trade - Garbage Dumpsters
City of Livermore - In-Kind Trade - Event Support
US Foods - In-Kind Trade - US Refrigerated Truck
Wheels Bus (LAVTA) - In-Kind Trade - Festival Marketing/Free Bus Route

Denim & Diamonds 2026
Caratti Jewelers - Giveaway Sponsor - $3,000 (giveaway denim tote)



$88,950 in Sponsorship
**not including in-kind trade values*

Grants

City of Livermore - Annual Grant - $90,000

LIVERMORE DOWNTOWN INC CALIFORNIA

Organization

Committees

Livermore Downtown Inc. (LDI) operates through several committees and task forces, enabling us to work more efficiently by dividing responsibilities. These groups provide specialized focus, support informed decision-making, conduct detailed analysis, ensure balanced representation, and uphold accountability and oversight. The committees and task forces are made up of Board Members, Businesses and Community Volunteers and include the following:

- Finance Committee
- Executive Committee
- NEW Promotions Committee
- NEW Economic Vitality & Design Committee
- NEW Organization Committee
- Homeless Impacts and Solutions
- Downtown Public Art Oversight
- Responsible Hospitality Training (Restaurants/Bars)
- New Development Construction Marketing and Outreach
- Restaurant Committee
- Livermore Downtown Inc, Wine Growers Association and Alameda County Grant Project

Volunteers

"Volunteers are the heartbeat of every community event, turning plans into celebration and strangers into neighbors."

1,710 Volunteer Hours

1,710 Volunteer Hours x $19/hr = $32,490 total value

LIVERMORE DOWNTOWN INC CALIFORNIA

Organization

Board of Directors

Executive Officers

President
Barbara Benotto
Compass
2059 Third Street
barbara@barbarabenotto.com

Vice President
Kelly Herrera
Skin Philosophy
411 S. L Street, Suite G
Kelly.skinphilosophy@gmail.com

Treasurer
Adam Feidy
First Street Alehouse
2106 First Street
Adamfeidy@gmail.com

Secretary
Aurora Nava
Flaca's
1848 First Street
flaca@flacassalsa.com

Past President
Bryan Wingen
Wingen Bakery
50 S Livermore Avenue
bryanwingen@gmail.com

Board Members

Emily Pope
Main Street Designs
2196 First Street
Popefamily4@yahoo.com

Isabel Guevarra
Jolli Faces
2612 Old First Street
jollifaces@gmail.com

Charity Steele
Member-at-Large/TreSource
charity@tresource.com

Kristen Iosco
Tap 25
25 South Livermore Ave.
kristen@tap-25.com

Mercy Schneider
Rosetta Roasting/Nightcaps at Rosetta
206 South J Street
espressorosetta@gmail.com

Lori Mancuso
Member-at-Large/Doctor Mancuso's Holistic Health
486 South K Street
lori@drlorimancuso.com

LIVERMORE DOWNTOWN INC CALIFORNIA

Organization

Board of Directors

Liaisons

LPD Liaison
Officer John Lowden
Downtown Resource Officer
jlowden@livermoreca.gov

Property Owner Liaison
Sherry Nigg
Remax
1841 Fourth Street #E
sherrynigg@gmail.com

City of Livermore Liaison
Evan Branning
Council Member - City of Livermore Liaison
egbranning@livermoreca.gov

LARPD Liaison
Phil Pierpont
Sunrise Mountain Sports
2184 First Street
ppierpont@yahoo.com

LIVERMORE DOWNTOWN INC CALIFORNIA

Promotion



Partnerships

Events

Promotion



Social Media

Marketing

Website



Promotion

Events

Livermore Downtown, Inc. (LDI) is dedicated to organizing events and festivals that serve and celebrate the Downtown community. These events play a key role in enhancing the energy and appeal of Livermore—not just as a Bay Area hotspot, but as a destination recognized nationwide. Our primary goal is to bring people into Downtown to support local businesses and experience the area's distinctive blend of wine country charm and western heritage. Visitors often return after their first experience, as reflected in the growing attendance at our festivals year after year.

LDI proudly produces the following annual events:

Year-Round Sunday Farmers Markets

Attendance: 1,500 each market (dependent on season)

In collaboration with Foragers Market, Livermore Downtown hosts a year-round farmers' market every Sunday. According to Foragers, attendance continues to rise steadily. The market remains a Downtown Livermore weekend staple, offering high-quality products from local farmers, food vendors, and local makers. Downtown businesses report a positive impact on Sundays, noting strong foot traffic and a significant crossover of market-goers becoming customers at nearby shops and restaurants.

Summer Farmers Markets

Attendance: 2,000 to 3,000 each market

A local and visitor favorite, the Summer Farmers' Market at Carnegie Park—hosted with Foragers Market—offers fresh produce, live music, and family fun every Thursday evening from April to October. Attendance remains steady, with slight seasonal variation.

On the Radar

LDI received feedback from restaurants on Thursday Market, citing concerns about too many food vendors, low foot traffic, and a shift away from a traditional farmers' market. After holding a meeting and survey with local restaurants, we're actively working on a solution that balances business and community needs.

LIVERMORE DOWNTOWN INC CALIFORNIA

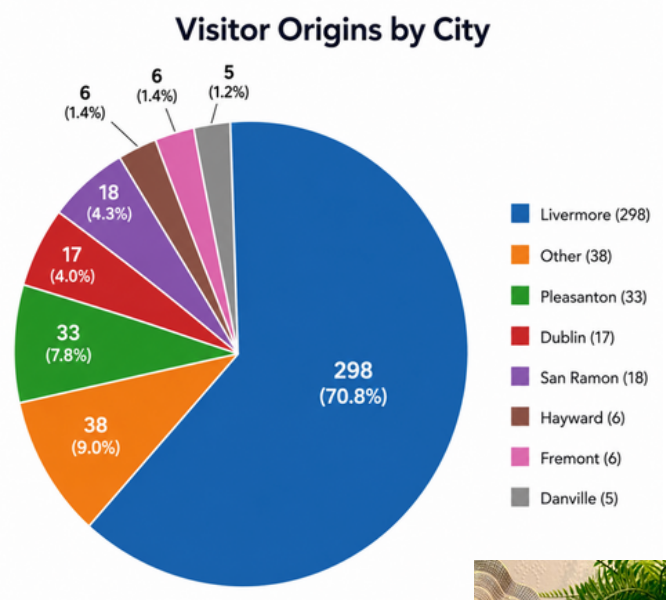
Promotion

Events

Witches Night Out

Attendance: 6,000

Witches Night Out continues to grow in popularity and is now one of Livermore Downtown Inc.'s (LDI) most highly anticipated events, drawing thousands from the Tri-Valley and beyond. Held midweek, the event is designed to energize Downtown during typically slower days, creating a strong economic boost. Businesses consistently report some of their highest sales during this event. By staggering shopping and dining times, the event keeps restaurants and retailers busy throughout the evening. LDI also pre-books restaurant reservations and offers a pass with exclusive shopping specials and discounts—resulting in thousands of dollars spent in the Downtown district.



18 Retail Participants

16 Restaurant Participants

429 Restaurant Reservations

Featured Activities:

- Witches Hat Contest
- NEW Costume Contest
- NEW "The Lot" Vendor Pop-Up Photo Backdrop



*event giveaway

Promotion

Events

Kidz Town Halloween Hay Day

COMMUNITY GIVE BACK EVENT

Attendance: 4,000

Kidz Town Halloween Hay Day remains a cherished family event in Downtown Livermore, transforming Stockmen's Park into a festive Halloween celebration with games, music, trick-or-treating, and more. Families also visited downtown businesses for treats. LDI partnered with Quest Science Center to offer hands-on science activities, and the costume contest drew over 50 participants, judged by local community partners.

28+ Merchant Participants

32 Business Booths

Earlier Than The Bird

COMMUNITY GIVE BACK EVENT

Attendance: 2,000

Earlier Than the Bird kicks off the holiday shopping season the Saturday before Thanksgiving, giving shoppers a head start before Black Friday and Small Business Saturday. Guests arrive in pajamas to enjoy exclusive deals, giveaways, raffles, and prizes while supporting local businesses. As Downtown Livermore's biggest retail shopping day of the year, the event generates significant economic impact and encourages shoppers to shop local.

33 Merchant Participants



**event giveaway*

LIVERMORE DOWNTOWN INC CALIFORNIA

Promotion

Events

Holiday Village at Carnegie Park

COMMUNITY GIVE BACK EVENT

Attendance: 5,000

Holiday Village takes place on the first Friday of December, just before the Holiday Parade, transforming Carnegie Park into a festive wonderland filled with holiday music, carolers, cheerful characters, and of course—Santa.

LDI welcomed Livermore Valley Made small and micro businesses to pop up and sell unique, handcrafted local goods, while partnering with community businesses to offer themed activities. Guests enjoyed local wine and beer and free photos with Santa. The event encourages residents to skip the big box stores and shop, dine, and celebrate locally—keeping holiday dollars right here in Livermore.

Annual Holiday Sights and Sounds Parade

COMMUNITY GIVE BACK EVENT

Attendance: 12,000

The Holiday Sights & Sounds Parade is Livermore Downtown Inc.'s largest community give-back event, featuring marching bands, festive floats, dazzling lights, holiday music, and a visit from Santa. With more than 70 entries—including first responders, local businesses, schools, and nonprofits—the parade brings the community together while celebrating the holiday season and supporting Downtown Livermore.

70 Parade Entries

127 Volunteer Hours

LIVERMORE DOWNTOWN INC CALIFORNIA

Promotion

Events

Wine & Chocolate Stroll

Attendance: Sold Out at 500; 1,000 in foot traffic

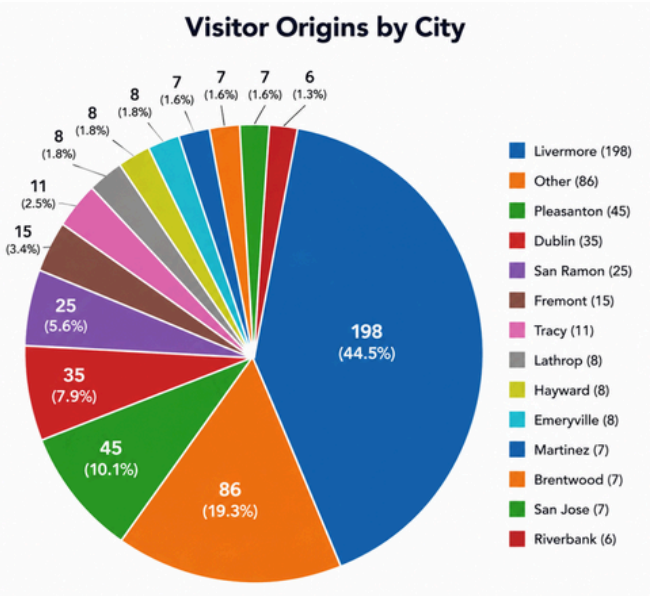
NEW

LDI proudly launched the First Annual Wine & Chocolate Stroll, inviting guests to explore Downtown Livermore while sampling local wines and delicious chocolate treats inside participating businesses. The event sold out two weeks in advance, generating excitement throughout the community.

By pairing local wineries with downtown restaurants and retailers, the event introduced many participants to businesses they had never visited before. Merchants reported strong sales, new customers, and increased dining after the event, making the inaugural stroll a successful addition to Downtown's annual event lineup.

21 Merchant Participants

18 Livermore Wineries









LIVERMORE DOWNTOWN INC CALIFORNIA

Promotion

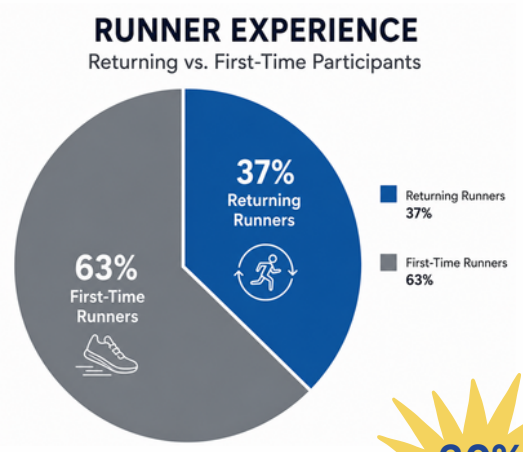
Events

Livermore Half Marathon

Attendance: 3,305 runners (Half = 2134, 5K = 1171) plus additional 2,000

LDI partners with Mascot Sports to bring a 13.1 mile race Downtown Livermore and into the beautiful back roads of our thriving wine country. The race draws runners from all over the U.S., many of whom commented that the Livermore Half Marathon was the best and most beautiful race they participate in. Upon completion of the race, the runners were given complimentary pass for wine and beer tasting in Downtown featuring Livermore Valley wineries and breweries along with local live entertainment. Custom Race Medals were mailed after the race this year due to uncontrollable shipping delays and Mascot added in a custom race towel as well.





30% Increase in Runners

- **Out-of-State Reach:**
  Nevada (15), Oregon (8), Washington (7), and Texas (6)
- **4 Countries Represented Internationally**
  (Canada, United Kingdom/London, Germany, and Mexico)

LIVERMORE DOWNTOWN INC CALIFORNIA

Promotion

Events

Livermore Downtown Street Fest

Attendance: 80,000 over two days

The Livermore Downtown Street Fest is the Livermore Valley's signature event, attracting thousands of visitors to enjoy local vendors, wineries, breweries, live entertainment, and Downtown businesses. Beyond celebrating the community, the festival generates significant economic impact, creates more than 100 local jobs, and engages more than 30 volunteer hours. As LDI's largest annual fundraiser, Street Fest directly supports free community events, downtown programs, and initiatives that benefit Livermore throughout the year.



Fun Fact



Livermore Downtown Inc. hires 23 additional staff to support Street Fest.

The Jones family celebrated their 10th year working the festival together, traveling from as far as Las Vegas to continue their annual family tradition.

LIVERMORE DOWNTOWN INC CALIFORNIA

Promotion

Events

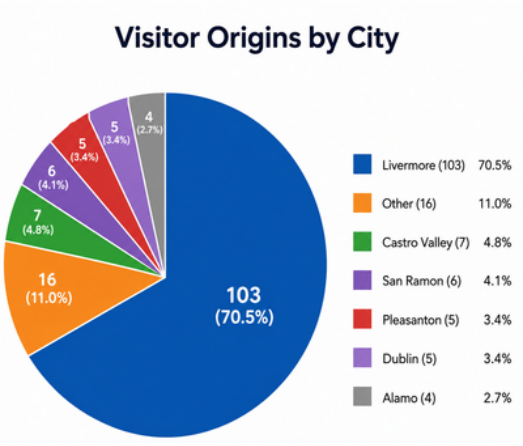
NEW

Denim & Diamonds
Attendance: 500

Denim & Diamonds: A Western Night Out welcomed Livermore residents and visitors from surrounding communities to celebrate our western heritage and kick off Rodeo Week with an evening of shopping, dining, sipping, and western-inspired fun throughout historic Downtown Livermore.

The event introduced a fresh new take on the longtime favorite Witches Night Out, keeping the same successful stroll format while reimagining it with a western theme. Attendees explored downtown businesses, enjoyed exclusive promotions, one-night-only specials, and unique in-store experiences, all with a festive western-inspired atmosphere.

Although the crowd was much lighter than Witches Night Out, many retailers reported having a great evening with lots of sales and new customers.









**event giveaway*



19 Retail Participants

18 Restaurant Participants

146 Restaurant Reservations

LIVERMORE DOWNTOWN INC CALIFORNIA

Promotion

Partnerships

Livermore Downtown Inc. (LDI) is dedicated to building strong, lasting relationships within the downtown community and beyond. As a connector between the City and local stakeholders, LDI fosters collaborations that strengthen our business ecosystem and support Livermore's continued success.

We're proud to partner with organizations such as Tri-Valley Community Television, Livermore Valley Made Makers, Livermore Cultural Arts Council, the Chamber of Commerce, LLNL, the Livermore Rodeo Foundation, Visit Tri-Valley, Innovation Tri-Valley, and many others. These partnerships enhance community initiatives and contribute to Livermore's economic and cultural vitality.

Alameda County Supervisor David Haubert and Livermore Valley Winegrowers Association

In 2024, Livermore Downtown Inc. (LDI) received a $35,000 grant from Alameda County Supervisor David Haubert to promote tourism in Livermore Wine Country and Downtown Livermore.

Working in partnership with the Livermore Valley Winegrowers Association, LDI used $5,000 of the grant to launch the inaugural Livermore Downtown Wine & Chocolate Stroll, providing wine for participating businesses. The partnership also introduced the Cork & Fork promotion during May Wine Month, offering guests $15 off bottles of Livermore Valley wine at participating downtown restaurants, with restaurants fully reimbursed for the discounts.

These initiatives successfully increased awareness of Livermore Valley wines, drove visitors to Downtown restaurants, and strengthened the connection between Wine Country and Downtown. LDI continues to collaborate with Supervisor David Haubert and the Livermore Valley Winegrowers Association on future tourism initiatives funded through the grant.

Sees Candy Fundraiser with Main Street Designs

Livermore Downtown Inc. partnered with Main Street Designs during the 2025 Holiday Season to bring Sees Candy to their boutique and served as a fundraiser for LDI.

LIVERMORE DOWNTOWN INC CALIFORNIA

Promotion

Social Media

Livermore Downtown Inc. remains a leader in social media engagement across the Livermore Valley. Our Instagram account, @livermoredowntown, serves as a trusted source for locals and visitors alike, providing up-to-date information on Downtown events, businesses, and activities—playing a key role in tourism and community engagement.

We follow digital best practices while continuously exploring creative ways to connect with our audience. Partnerships are essential to our growth, allowing us to effectively promote Downtown Livermore as a vibrant, must-visit destination and grow our active, engaged following.

In addition to regular content, we amplify the voices of our Downtown partners by sharing their posts and promotions. We've also introduced "Free For All Friday," a initiative that allows all Downtown businesses—not just LDI partners—to share their events, specials, and updates, further strengthening collaboration and visibility throughout the district.

Newsletter

LDI distributes a monthly Events & Entertainment newsletter highlighting activities from both LDI and our Downtown business partners. In addition to promoting events, the newsletter serves as a key communication tool for sharing important updates with Downtown businesses—covering upcoming events, meetings, projects, and more. This interactive resource allows readers to easily access event links, purchase tickets, watch videos, and download flyers, maps, and other materials.

Website

The LDI website, livermoredowntown.com, serves as a central hub for information about Downtown Livermore and the city as a destination. It features details on LDI events, a business directory, a community event calendar for businesses to share their happenings, and spotlights on local Livermore Makers and bands. Visitors can also find “Plan Your Visit” resources, including directions and tips for exploring Livermore.

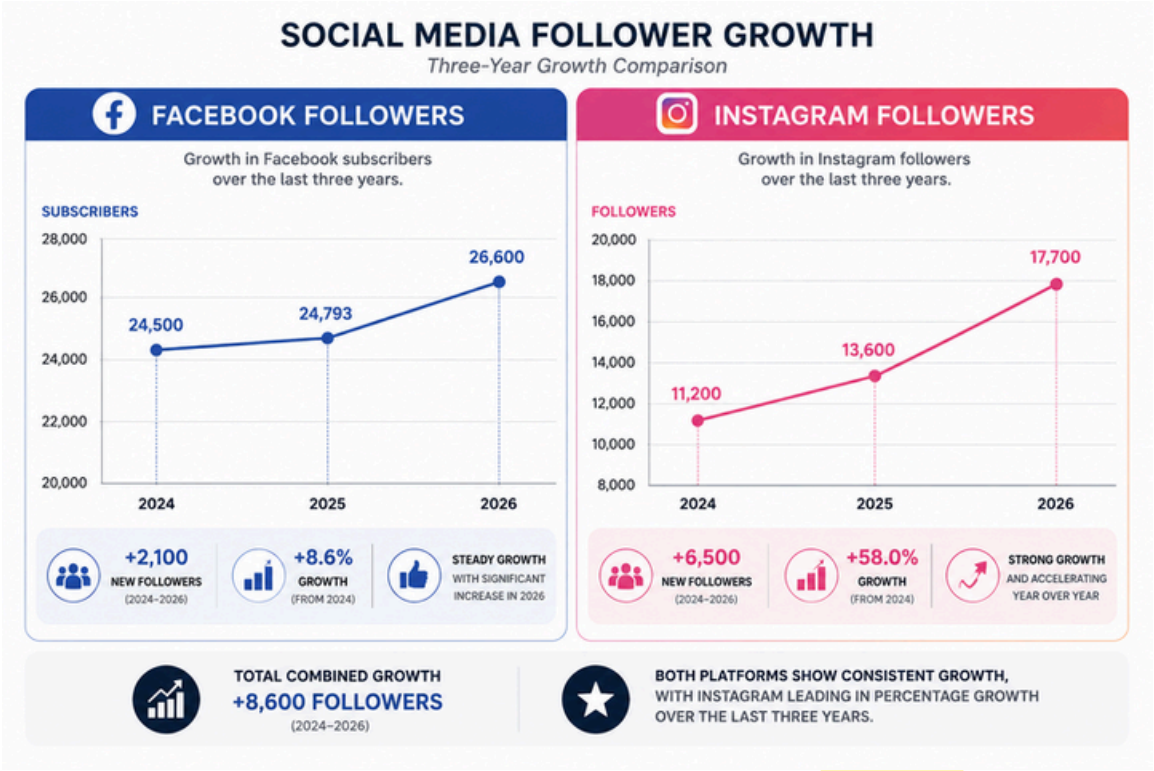
LIVERMORE DOWNTOWN INC CALIFORNIA

Promotion

Social Media, Newsletter & Website Statistics

Analytics confirm that our website, newsletter and social media platforms are highly effective for both promotion and outreach. Downtown businesses report that a substantial share of their ticket sales and foot traffic can be directly linked to LDI's digital channels.

Most followed hospitality, tourism, and event based group in the Livermore Valley.



Newsletter:

46% Open Rate
7,150 Subscribers

Website:

48,000 Visitors Per Year
Events Calendar most visited page

LIVERMORE DOWNTOWN INC CALIFORNIA

Promotion

Marketing

Livermore Downtown Inc. (LDI) undertakes a variety of marketing initiatives throughout the year to promote both the Livermore Downtown area and the city as a whole.

Event Video "Reels"

LDI is in the process of making short video "reels" and updating marketing images to accompany and promote all LDI events.

Collaborative Marketing & Featured in the Media!

This year LDI collaborated and was featured across several local and regional media platforms including:

Livermore Vine and Pleasanton Weekly
Your Town Monthly
Patch
TV30
KRON4

SF Gate
The Mercury News
San Fransisco Chronicle
East Bay Times
LoveLivermore

Various social media influencers

LIVERMORE DOWNTOWN INC CALIFORNIA

Future Focus 2026/2027

Livermore Downtown Inc. (LDI) has evaluated the programing and internal framework in 2025/26 and is focused on continuing our high quality events and services along with a range of new initiatives. LDI is setting its sights on a strong and vibrant 2026–2027. Current and upcoming priorities include:

- Bites & Vines: Taste of Downtown
- Downtown Directory Tourism Brochure
- Hiring of Marketing & Events Assistant
- Side Street “Love” Opportunities
- Downtown Marketing Collateral
- Collaboration/Marketing efforts with similar local organizations and groups (networking)

Contact Us

925-583-5242
executivedirector@livermoredowntown.com
livermoredowntown.com

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.8**

DATE: September 28, 2026

TO: Honorable Mayor and City Council

FROM: Kimberly Cilley, City Attorney

SUBJECT: Introduction of an ordinance amending section 2.68.595 of Chapter 2.68 *Contracts and Purchasing* of the Livermore Municipal Code to clarify the City Council's delegation of authority to the City Engineer for the purposes of design immunity, in accordance with Government Code section 830.6; Adoption of a resolution confirming that since the adoption of Ordinance 2069, the City Council at all times delegated discretionary authority to the City Engineer for the purposes of design immunity under Government Code section 830.6.

RECOMMENDED ACTION

Staff recommends the City Council:

1) Introduce an ordinance and waive the first reading amending section 2.68.595 of Chapter 2.68 Contracts and Purchasing of the Livermore Municipal Code to restore the reference to Government Code section 830.6 regarding the City Council's delegation of authority to the City Engineer for approval of plans, specifications, and designs for public works contracts.
2) Adopt a resolution clarifying that despite the omission of Government Code section 830.6 in Ordinance 2159, since the adoption of Ordinance 2069, the City Council at all times delegated authority to the City Engineer, or designee, to approve plans, specifications, and designs, consistent with the purposes of design immunity in accordance with Government Code section 830.6.

SUMMARY

On July 8, 2024, the City Council adopted Ordinance 2159, which inadvertently omitted reference to Government Code section 830.6 and inserted a reference to Public Contract Code section 22039. Despite the omission, since the adoption of Ordinance 2069, the City Council at all times delegated discretionary authority to the City Engineer for purposes of design immunity under Government Code section 830.6. The proposed ordinance modifies Livermore Municipal Code section 2.68.595 to restore the reference to Government Code section 830.6. The proposed resolution clarifies that since the adoption of Ordinance 2069, the City Council at all times delegated, and it was their intent to delegate, discretionary authority to the City Engineer, or designee, to approve plans, specifications, and designs for purposes of design immunity under Government Code section 830.6.

DISCUSSION

On April 23, 2018, the City Council adopted Ordinance 2069, adding section 2.68.600 to Chapter 2.68 *Contracts and Purchasing* of the Livermore Municipal Code ("LMC"), which delegates authority from the City Council to the City Engineer to approve plans, specifications, and designs, and all amendments thereto, for all City public works contracts to preserve the City's design immunity defense in accordance with Government Code section 830.6.

On July 8, 2024, the City Council of the City of Livermore adopted Ordinance 2159. Ordinance 2159 revised LMC Chapter 2.68 to change contract approval authorities, add department head contract and purchasing responsibilities, add solicitation procedures for professional services contracts, and other miscellaneous revisions. One of the miscellaneous revisions was the renumbering of section 2.68.600 to section 2.68.595, which includes the City Council's delegation of authority to the City Engineer for approval of plans, specifications, and designs for public works contracts. In additional to renumbering section 2.68.600, Ordinance 2159 inadvertently removed the reference to Government Code section 830.6 and added a reference to Public Contract Code section 22039, while still delegating discretionary authority to the City Engineer, or their designee, to approve, among other things, plans, specifications, and designs, consistent with Government Code section 830.6.

California Government Code section 830.6 establishes an affirmative defense that protects public entities from liability for injuries caused by the plan or design of public improvements, if the plan or design was approved by the legislative body or a designated employee. Public Contract Code section 22039 provides that the governing body of a public agency or its designated representative shall adopt plans, specifications and working details for all public projects exceeding the limit for contracts subject to informal bid procedures under the California Uniform Public Construction Cost Accounting Act (CUPCCAA).

Government Code section 830.6 does not mandate that the delegating ordinance cite section 830.6 and the addition of a reference to Public Contract 22039 in LMC section 2.68.595 does not invalidate the City's design immunity under Government Code section 830.6. However, to eliminate any ambiguity with respect to LMC section 2.68.595, and to clarify that since the adoption of Ordinance 2069, the City Council at all times delegated discretionary authority to the City Engineer, or their designee, for purposes of design immunity under Government Code section 830.6, our office recommends that the Council adopt the following: 1) an ordinance amending section 2.68.595 to restore the reference to Government Code section 830.6; and 2) a resolution confirming since the adoption of Ordinance 2069, the City Council at all times delegated, and it was their intent to delegate, discretionary authority to the City Engineer for purposes of design immunity under Government Code section 830.6, including the interim period in which Ordinance 2159 referenced Public Contract Code section 22039 and omitted reference to Government Code section 830.6. The proposed ordinance references both Government Code section 830.6 and Public Contract Code section 22039. (A copy of the strikethrough and underlined version of Section 2.68.595 is attached hereto).

ENVIRONMENTAL DETERMINATION
The passage of this ordinance is not a project under CEQA Guidelines section 15378 and, therefore, is

not subject to the provisions requiring environmental review.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

COMMUNITY PILLAR

5. City That Works.

ATTACHMENTS

1. Amended Section 2.68.595 of Chapter 2.68
2. Ordinance
3. Resolution

Prepared by: Daniel Gonzales
Deputy City Attorney

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

Chapter 2.68
Contracts and Purchasing

2.68.595 ***Approval of plans, specifications, and designs.***

In accordance with California Government Code Section 830.6 and Public Contract Code Section 22039, as they ~~it~~ may be amended from time to time, the City Council hereby delegates authority to the City Engineer, or their designee, to approve plans, specifications, and designs, and all amendments and addenda thereto, field changes through the change order process and/or approval of as-built plans for all city public works contracts.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 2.68.595 OF CHAPTER 2.68 *CONTRACTS AND PURCHASING* OF THE LIVERMORE MUNICIPAL CODE TO RESTATE THE CITY COUNCIL'S DELEGATION OF AUTHORITY TO THE CITY ENGINEER FOR APPROVAL OF PLANS, SPECIFICATIONS, AND DESIGNS FOR PUBLIC WORKS CONTRACTS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 830.6

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

Section 1. *Authority.* This ordinance is adopted pursuant to the City of Livermore's police power authority established in section 7, article XI of the California Constitution to protect the health, safety, and welfare of the public, the authority granted to it by opting into the California Uniform Public Construction Cost Accounting Act, and the authority granted to it under Government Code section 830.6.

Section 2. *Purpose.* This ordinance modifies Livermore Municipal Code Chapter 2.68.595 *Approval of plans, specifications, and designs* to clarify the City's use of design immunity in accordance with Government Code section 830.6. Ordinance 2159 inadvertently omitted reference to Government Code section 830.6 and included a reference to Public Contract Code section 22039, while still delegating authority to the City Engineer, or their designee, to approve plans, specifications, and designs, consistent with Government Code section 830.6. This ordinance ensures that Livermore Municipal Code section 2.68.595 references both Government Code section 830.6 and Public Contract Code section 22039.

Section 3. *Amendment – Municipal Code.* The Livermore Municipal Code Chapter 2.68 *Contracts and Purchasing* is hereby amended as follows:

2.68.595 ***Approval of plans, specifications, and designs.***

> In accordance with California Government Code Section 830.6 and Public Contract Code Section 22039, as they may be amended from time to time, the City Council hereby delegates authority to the City Engineer, or their designee, to approve plans, specifications, and designs, and all amendments and addenda thereto, field changes through the change order process and/or approval of as-built plans for all city public works contracts.

Section 4. *Environmental.* The passage of this ordinance is not a project within the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review. In accordance with CEQA Guidelines section 15378, the ordinance has no potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment.

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

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

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

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on September 28, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly D. Cilley
Kimberly D. Cilley
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RESTATING THE CITY COUNCIL'S DELEGATION OF AUTHORITY TO THE CITY ENGINEER, OR DESIGNEE, TO APPROVE PLANS, SPECIFICATIONS, AND DESIGNS FOR PUBLIC WORKS PROJECTS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 830.6

On April 23, 2018, the City Council of the City of Livermore adopted Ordinance 2069 which added section 2.68.600 *Approval of plans, specifications and designs* to Chapter 2.68 *Contracts and Purchasing* of the Livermore Municipal Code (LMC). Section 2.68.600 provided that in accordance with Government Code section 830.6, the City Council delegated authority to the City Engineer, or designee, to approve plans, specifications, and designs for all city public works contracts.

On July 8, 2024, the City Council adopted Ordinance 2159 which updated several provisions in Chapter 2.68. With respect to LMC section 2.68.600, section 2.68.600 was renumbered to section 2.68.595, the reference to Government Code section 830.6 was inadvertently removed, and a reference was made to Public Contract Code 22039. Section 2.68.595 continued to delegate discretionary authority to the City Engineer, or their designee, to, among other things, approve plans, specifications, and designs, consistent with Government Code section 830.6.

Both Government Code section 830.6 and Public Contract Code section 22039 address delegation of authority for the adoption of plans and designs for public projects. Government Code section 830.6 provides that public entitles are not liable for injuries caused by approved construction plans, designs or improvements to public property, if there is substantial evidence that a reasonable employee or legislative body approved them. Public Contract Code section 22039 provides that the governing body of a public agency or its designated representative shall adopt plans, specifications, and working details for all public projects exceeding the limit for contracts subject to informal bid procedures under the California Uniform Public Construction Cost Accounting Act (CUPCCAA).

The removal of Government Code section 830.6 from LMC Section 2.68.595 was inadvertent, and Section 2.68.595 should have included references to both Government Code section 830.6 and Public Contract Code 22039. The proposed resolution clarifies that the omission of Government Code section 830.6 was inadvertent and that since the adoption of Ordinance 2069, the City Council at all times delegated, and it was their intent to delegate, authority to the City Engineer, or designee, to approve plans, specifications, and designs for public works projects in accordance with Government Code section 830.6, despite omitting reference to Government Code section 830.6 in Ordinance 2159.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the omission of Government Code section 830.6 from Livermore Municipal Code section 2.68.595 was inadvertent and since the adoption of Ordinance 2069, the City Council at all times delegated, and it was their intent to delegate, discretionary authority to the City Engineer, or their designee, to approve plans, specifications, and designs, and all amendments and addenda thereto, field changes through the change order process and/or approval of as-built plans for all city public works projects in accordance with Government Code section 830.6, including the interim period in which Ordinance 2159 omitted reference to Government Code section 830.6 and included a reference to Public Contract Code section 22039. The legislative intent of the City Council was to reference both Government Code section 830.6 and Public Contract Code section 22039 in LMC section 2.68.595.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 28, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly D. Cilley
Kimberly D. Cilley
City Attorney