LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, FEBRUARY 10, 2025

REGULAR MEETING – 7:00 PM

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. CLOSED SESSION - NONE

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS - NONE

4. OPEN FORUM

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

5. CONSENT CALENDAR

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

5.1 Approval of draft minutes - January 27, 2025 Regular Meeting

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

Staff Report
Attachments:
1. DRAFT 2025-01-27

5.2 Introduce an ordinance and waive the first reading amending Livermore Municipal Code Section 13.36.050 Rates Per Service Unit to streamline the rate setting process and improve consistency with the water rate setting process.

Recommendation:
Staff recommends the City Council **introduce an ordinance** and waive the first reading amending Livermore Municipal Code section 13.36.050 Rates per Service Unit to streamline the rate setting process and improve consistency with the water rate setting process.

Staff Report
Attachments:
1. Ordinance

5.3 Introduce an ordinance and waive the first reading establishing a permanent Building Appeals Board by adding new chapter 15.90 to the Livermore Municipal Code and amending sections 8.15.125, 15.20.100, 15.20.110, and 15.20.120.

Recommendation:
Staff recommends the City Council **introduce an ordinance** and waive the first reading establishing a permanent Building Appeals Board by adding new chapter 15.90 to the Livermore Municipal Code and amending sections 8.15.125, 15.20.100, 15.20.110, and 15.20.120 for consistency with the new Appeals Board.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Chapter 15.90 Building Appeals Board
3. Exhibit B - Amendments to LMC Sections 8.15.125, 15.20.100, 15.20.110, and 15.20.120

5.4 Resolution authorizing execution of a fourth amendment to the agreement with Ruggeri-Jensen-Azar for on-call engineering design services, increasing the not-to-exceed amount from $1,800,000 to $2,400,000 with a term ending December 31, 2026.

Recommendation:
Staff recommends City Council adopt a resolution authorizing the City Manager to execute a fourth amendment to the agreement with Ruggeri-Jensen-Azar for on-call engineering design services for various development projects and capital improvement projects, increasing the not-to-exceed contract amount from $1,800,000 to $2,400,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Fourth Amendment

5.5 Resolution authorizing execution of a fourth amendment to the agreement with JR Structural Engineering, Inc. for project management services for various capital improvement projects, increasing the not-to-exceed contract amount from $910,000 to $1,510,000 with a term ending December 31, 2026.

Recommendation:
Staff recommends City Council adopt a resolution authorizing the City Manager to execute a fourth amendment to the agreement with JR Structural Engineering, Inc. for project management services for various capital improvement projects, increasing the not-to-exceed contract amount from $910,000 to $1,510,000 with a term ending December 31, 2026.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Fourth Amendment

5.6 Resolution authorizing a supplemental appropriation of Traffic Impact Fee Fund 510 in the amount of $200,000 to complete the analysis for the Traffic Impact Fee Nexus Study.

Recommendation:
Staff recommends City Council adopt a resolution authorizing a supplemental appropriation of Traffic Impact Fee Fund 510 in the amount of $200,000 to the FY 2024-25 engineering operating budget to complete the analysis for the Traffic Impact Fee Nexus Study.

Staff Report
Attachments:
1. Resolution

5.7 Resolution accepting the Annual Comprehensive Financial Report (ACFR) and Other Audit Reports for the Fiscal Year ended June 30, 2024.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the following reports for Fiscal Year 2023-24 as completed:

- Annual Comprehensive Financial Report, and ratify and approve the audited financial statements presented therein in accordance with Government Code §37208;
- Alameda County Transportation Commission Measure B Program Financial Statements;
- Alameda County Transportation Commission Measure BB Program Financial Statements;
- Alameda County Transportation Commission Vehicle Registration Fee (VRF) Measure F Program Financial Statements;
- Agreed Upon Procedures for Compliance with the Proposition 111 2023-24 Appropriations Limit Increment;
- Memorandum of Internal Control; and
- Required Communications.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Annual Comprehensive Financial Report

3. Exhibit B - ACTC Measure B Funds Financial Statements
4. Exhibit C - ACTC Measure BB Funds Financial Statements
5. Exhibit D - ACTC Vehicle Registration Fee Program (VRF) Financial Statements
6. Exhibit E - Independent Accountant's Report on Applying Agreed Upon Procedures Related to the Article XIII-B Appropriations Limit Calculation
7. Exhibit F - Independent Auditor's Report on Internal Control Over Financial Reporting on Compliance and Other Matters
8. Exhibit G - Required Communications

5.8 Resolution amending the City of Livermore Salary Plan dated February 2025 in accordance with California Code of Regulations, Title 2, Section 570.5 and establish a new classification of Supervising Crime and Intelligence Analyst (Class Code 4152) and assign it to the Association of Livermore Employees salary schedule.

Recommendation:
Staff recommends approving a resolution amending the City of Livermore Salary Plan dated February 2025 in accordance with California Code of Regulations, Title 2, Section 570.5 and establish a new classification of Supervising Crime and Intelligence Analyst (Class Code 4152) and assign it to the Association of Livermore Employees salary schedule.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan effective February 2025

6. PUBLIC HEARINGS

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

6.1 Resolution authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement with Ava Community Energy and determining that the agreement is in the City’s best interest.

Recommendation:
Staff recommends the City Council adopt two resolutions:

1. Determining the project is exempt from the California Environmental Quality Act (CEQA) because it is consistent with California Public Resources Code section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot, meeting certain characteristics, are exempt from CEQA.
2. Authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement between the City and Ava Community Energy in substantially the same form as the draft agreement, subject to the City Attorney's approvals as to form, pursuant to the California Government Code (sections 4217.10 through 4217.18), and determining pursuant to California Government Code section 4217.12 that the agreement is in the City’s best interest because the anticipated energy costs will be less than the marginal cost the City would otherwise pay for the consumed energy, which savings will also offset any potential revenue from Ava to place its equipment on City

facilities.

Staff Report
Attachments:
1. Resolution - Ava PPA CEQA
2. Resolution - Ava PPA Approval
3. Exhibit A - Draft Renewable Energy & Storage Power Purchase Agreement

7. MATTERS FOR CONSIDERATION

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

7.1 Resolution adopting 180-day wait period exception to hire retired annuitant, Michael Pato, former Senior Management Analyst, in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

Recommendation:
Staff recommends that the City Council adopt a resolution approving the hiring of retired annuitant, Michael Pato, former Senior Management Analyst, in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Offer Letter with Enclosures

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, February 24, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

10.2 Supplemental materials received at the meeting.
Staff Report
Attachments:
1. Item Received at the Meeting

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

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

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

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

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

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

Submission of Comments During the Meeting:

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

The City will be using YouTube and TV29 as two tools to provide the public access to view

City Council meetings. No public comment will be accepted via YouTube.

TV29: tv29live.org Comcast Cable 29

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

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

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

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

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

LIVERMORE
CALIFORNIA

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

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - January 27, 2025 Regular Meeting

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-01-27

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL
JANUARY 27, 2025

CLOSED SESSION

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

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

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

Mayor Marchand opened the public comment period.

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

1. ADJOURN TO CLOSED SESSION

1.1 Public Employee Performance Evaluation. City Attorney Goal Setting for 2024-25 Review, pursuant to Government Code section 54957.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:01 pm, held in person at 1016 S. Livermore Avenue.

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Library Board of Trustees annual update presented by Chair Richard Hunt.

Library Board of Trustees Chair Richard Hunt provided the annual update.

Mayor Marchand reordered the agenda moving Open Forum after Item 8.

5. CONSENT CALENDAR

City Clerk, Deborah Elam announced that the vote for Item 5.1 needs to be bifurcated.

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF VICE MAYOR BRANNING, SECONDED BY COUNCIL MEMBER DUNBAR AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR WITH THE EXCEPTION OF THE MINUTES FROM DECEMBER 9, 2024.

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY VICE MAYOR BRANNING, AND CARRIED ON A 3-0 VOTE, THE CITY COUNCIL APPROVED THE MINUTES FROM DECEMBER 9, 2024. COUNCIL MEMBERS DUNBAR AND WANG ABSTIANED DUE TO THEIR INELIGIBILITY TO VOTE.

5.1 Approval of draft minutes - December 9, 2024 Regular Meeting and January 13, 2025 Regular Meeting

5.2 Resolution 2025-008 awarding a construction contract with McGuire and Hester in an amount not-to exceed $2,434,000 for the construction of the Flagpole Plaza Project 2022-25.

5.3 Resolution 2025-009 declaring the intention to add Assessor's Parcel Number 904-0010-002-10 (SMP 40 project, located at the southern end of Discovery Drive and Atlantis Court) to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services).

5.4 Resolution 2025-010 authorizing the execution of a third amendment to the Agreement with Lawrence Livermore National Security, LLC for landscape maintenance services to extend the term through January 31, 2030.

5.5 Resolution 2025-011 awarding and authorizing the execution of an agreement with HQ Construction Co. Inc. to perform on-call special project general contracting in an amount not-to-exceed $1,600,000 for a five-year term ending January 31, 2030.

5.6 Resolution 2025-012 awarding and authorizing the execution of an agreement with Prime Mechanical Services Inc. to perform HVAC maintenance and repairs at all City-owned buildings in an amount not-to-exceed $1,800,000 for

a five-year term ending February 28, 2030.

6. PUBLIC HEARINGS

6.1 Hearing to consider a request for Vesting Tentative Tract Map, Site Plan Design Review and Conditional Use Permit to develop vacant land located at the northwest corner of the Collier Canyon Road and Constitution Drive intersection, with a residential project known as Cornerstone.

Recommendation: Staff recommended the City Council adopt resolutions:

1. Finding that the project is exempt under the California Environmental Quality Act, in accordance with California Government Code Section 65457 and CEQA Guidelines Section 15182 (c), Projects Pursuant to a Specific Plan, and California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning;
2. Approving Vesting Tentative Tract Map (VTTM) 8669 – Subdivision (SUB) 22-006, Site Plan Design Review (SPDR) 22-004, and Conditional Use Permit (CUP) 24-009, subject to the attached Conditions of Approval; the requested Density Bonus Waivers and Incentive/Concessions; and the No Net Loss findings; and
3. Directing the Planning Manager to file a Notice of Exemption, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

Assistant Planner Emily LaDue presented the staff report.

Project Applicant Chris Stockhaus, Lead Pastor Cornerstone Church provided a comment.

Project Applicant Michael Keany, Director of Forward Planning of Trumark Homes, provide a comment.

Mayor Marchand opened the public hearing.

Brian Werner provided a comment.

Julie Wild provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY VICE MAYOR BRANNING AND CARRIED ON A 4-1 VOTE, WITH COUNCIL MEMBER BARRIENTOS VOTING AGAINST, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 2025-013 finding that the Cornerstone project is exempt from the provisions of the California Environmental Quality Act (CEQA).

Resolution 2025-014 approving the vesting tentative tract map (VTTM) 8669 – subdivision (SUB) 22-0006, site plan design review (SPDR) 22-004, and conditional use permit (CUP) 24-009, and find no net loss for the Cornerstone project.

7. MATTERS FOR CONSIDERATION

7.1 Creation of a City Council ad-hoc subcommittee for the upcoming Planning Commissioner interviews.

Recommendation: Staff recommended that the City Council appoint an ad-hoc subcommittee to create interview questions, review applications, and determine the number of qualified Planning Commission applicants to be interviewed by the full City Council on March 3, 2025.

City Clerk Deborah Elam presented the staff report.

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED AN AD-HOC SUBCOMMITTEE OF VICE MAYOR BRANNING AND COUNCIL MEMBER DUNBAR AND HOLDING SEVEN INTERVIEWS ON MARCH 3, 2025.

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

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

City of Livermore Council Member Dunbar noted his attendance at the Civic Appreciation Dinner on January 16,2025.

Livermore Area Recreation and Park District (LARPD) Council Member Wang noted her attendance at the ribbon cutting ceremony for the Patterson Ranch Trail on January 22, 2025

StopWaste.org Council Member Barrientos noted his attendance at a Board Meeting on January 22, 2025.

Vice Mayor Branning requested that staff repost information to the community that

the City of Livermore is a safe and welcoming place.

City Council directed staff to add the review of the City Council Rules of Procedure to a future City Council agenda.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Greg Scott provided a comment.

John Freeman provided a comment.

Phillip Brown provided a comment.

Mary Perner provided a comment.

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

9. ADJOURNMENT – at 8:29 pm to a Regular City Council Meeting on Monday, February 10, 2025, at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

APPROVED:

_____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Introduce an ordinance and waive the first reading amending Livermore Municipal Code Section 13.36.050 Rates Per Service Unit to streamline the rate setting process and improve consistency with the water rate setting process.

RECOMMENDED ACTION

Staff recommends the City Council **introduce an ordinance** and waive the first reading amending Livermore Municipal Code section 13.36.050 Rates per Service Unit to streamline the rate setting process and improve consistency with the water rate setting process.

SUMMARY

Livermore Municipal Code Chapter 13.36 "Sewer Service and Use Charges" establishes the purpose and means to raise revenue for the cost of maintenance, construction, operation and improvement of the City's wastewater facilities used for the collection, treatment, and disposal of sewage, and the reclamation of water as a by-product. Amending Chapter 13.36, section 13.36.050 will streamline the sewer service charge rate setting process and make the language consistent with water rate setting process.

DISCUSSION

Livermore Municipal Code Title 13 "Public Services" contains various chapters establishing the rate setting process and method for adoption of service charges for water, wastewater, and stormwater. With the exception of section 13.36.050, the other relevant code sections allow the Council to set water and stormwater rates by resolution. Currently, section 13.36.050 requires adoption of rates and fees by uncodified ordinance of the City Council and lacks language regarding periodic restudy and recalculation of fees. Shifting to a resolution-based approval process will still be subject to the provisions of Proposition 218 with respect to rates and the cost of service, but it will streamline the adoption process requiring fewer Council actions and less staff time.

FISCAL AND ADMINISTRATIVE IMPACTS

The proposed amendment to section 13.36.050 will not result in any fiscal impacts and will reduce staff time required to process rate adjustments in the future.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect and treat wastewater, and comply with all federal, state, and local regulations.

ATTACHMENTS

1. Ordinance

Prepared by: Laura Mayate-DeAndreis
Management Analyst II

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING LIVERMORE MUNICIPAL CODE CHAPTER 13.36 *SEWER SERVICE AND USE CHARGES* SECTION 13.36.050 *RATES PER SERVICE UNIT*

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

Section 1. *Amendment.* The Livermore Municipal Code is hereby amended to read as shown below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

13.36.050 Rates per service unit.

Periodically, the City Council may restudy and recalculate fees. The residential, commercial and institutional user charges for each month of sewer service shall be established by resolution ~~uncodified ordinance~~ of the City Council.

Section 2. *Environmental.* This amendment to the Livermore Municipal Code is not a project as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378 and therefore, is not subject to environmental review.

The adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) under the common sense exemption set forth in CEQA Guidelines Section 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment, it is not subject to CEQA.

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

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

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

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on February 10, 2025, 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:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

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

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Introduce an ordinance and waive the first reading establishing a permanent Building Appeals Board by adding new chapter 15.90 to the Livermore Municipal Code and amending sections 8.15.125, 15.20.100, 15.20.110, and 15.20.120.

RECOMMENDED ACTION

Staff recommends the City Council **introduce an ordinance** and waive the first reading establishing a permanent Building Appeals Board by adding new chapter 15.90 to the Livermore Municipal Code and amending sections 8.15.125, 15.20.100, 15.20.110, and 15.20.120 for consistency with the new Appeals Board.

SUMMARY

Section 1.8.8 of the California Building Code and California Health and Safety Code Sections 17920.5 and 17920.6 allow for the creation of a Building Appeals Board. The proposed ordinance would create a three-member Building Appeals Board to hear and decide appeals of orders, decisions, and determinations made by City staff relative to the application and interpretation of the California Building Code and other regulations governing construction, use, maintenance, and change of occupancy. Staff recommends adding chapter 15.90, Building Appeals Board, to Title 15 (Buildings and Construction) to create a Building Appeals Board to hear appeals related to the Building Code and amending sections 8.15.125, 15.20.100, 15.20.110, and 15.20.120 for consistency.

DISCUSSION

On March 6, 2024, the California Court of Appeals clarified that local jurisdictions must comply with the appeals processes outlined in the California Building Code for all appeals involving state and local building code violations and any public nuisance determinations based on those violations. Section 1.8.8 of the California Building Code requires local jurisdictions to establish a process to hear and decide administrative appeals of orders, decisions, and determinations made by the local jurisdiction relative to the application and interpretation of the California Building Code and other regulations governing construction, use, maintenance, and change of occupancy. Previously, building code appeals were required to be heard by the City Council, however, the Building Code permits local jurisdictions to

establish an appeals board comprised of individuals knowledgeable in applicable building codes, regulations, and ordinances to hear and decide these appeals.

By establishing the Building Appeals Board, the Livermore City Council delegates its authority to hear and decide appeals of building code violations as specified in Section 1.8.8 of the California Building Code to the Building Appeals Board established pursuant to this ordinance.

Staff is recommending the creation of a three-member Building Appeals Board that would be responsible for hearing and deciding appeals of orders, decisions, and determinations made by city staff. The proposed ordinance specifies the creation, composition, staffing, powers and duties, procedures for appeals and how appeals are heard. The following is a summary of some of the key provisions in the draft ordinance:

- Members would be appointed by the City Council.
- Members would be required to have knowledge of State and local Building Codes.
- Members are not required to be Livermore residents and would serve without compensation.
- The Building Official or designee would serve as secretary to the Board but would not be able to vote on matters before the Board.

This ordinance establishes the permanent Building Appeals Board, replacing the interim Building Appeals Board created by the City Council in May 2024. Furthermore, at the February 24, 2025meeting, staff will recommend that Council officially appoint the interim Board members as permanent members.

FISCAL AND ADMINISTRATIVE IMPACTS

None

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

14: Update Development Standards, Codes, and Ordinances

ATTACHMENTS

1. Ordinance
2. Exhibit A - Chapter 15.90 Building Appeals Board
3. Exhibit B - Amendments to LMC Sections 8.15.125, 15.20.100, 15.20.110, and 15.20.120

Prepared by: Franc Moufarrej
Chief Building Official

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE ESTABLISHING A BUILDING APPEALS BOARD BY ADDING NEW CHAPTER 15.90 TO THE LIVERMORE MUNICIPAL CODE AND AMENDING SECTIONS 8.15.125, 15.20.100, 15.20.110, AND 15.20.120 FOR CONSISTENCY WITH THE NEW BOARD

On March 6, 2024, the California Court of Appeal clarified that local jurisdictions must comply with the appeals processes outlined in the California Building Code for all appeals involving state and local building code violations and any public nuisance determinations based on those violations. Section 1.8.8 of the California Building Code requires local jurisdictions to establish a process to hear and decide administrative appeals of orders, decisions, and determinations made by the local jurisdiction relative to the application and interpretation of the California Building Code and other regulations governing construction, use, maintenance, and change of occupancy. Said appeals must be heard by the City Council, but the Building Code permits local jurisdictions to establish an appeals board comprised of individuals knowledgeable in applicable building codes, regulations, and ordinances to hear and decide these appeals.

On May 16, 2024, the City Council adopted resolution 2024-076 establishing an Interim Appeals Board after receiving an appeal to a notice and order to abate certain violations to the Livermore Municipal Code and the California Building Code. The resolution also directed staff to prepare an ordinance establishing a permanent Appeals Board. This ordinance establishes said Appeals Board.

On February 24, 2025, the City Council appointed the members of the Interim Appeals Board to the new permanent Building Appeals Board.

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

Section 1. *Addition to the Code.* A new Chapter 15.90 *Building Appeals Board*, is hereby added to Title 15 *Buildings and Construction* in the Livermore Municipal Code, as set forth in Exhibit A, attached hereto.

Section 2. *Amendment.* *C*hapter 8.*15 Procedure for Abatement of Public Nuisances* Section 8.15.125 *Appeal of Building Code Violations*, and Chapter 15.20 *Dangerous Buildings* Sections 15.20.100 *Administrative Hearing*, 15.20.110 *Written Decision and Order*, and 15.20.120 *Appeal to City Council* are hereby amended and restated as set forth in Exhibit B, attached hereto. In Exhibit B, the deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

Section 3. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 4. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 5. *Publication*. This ordinance shall be published once in a newspaper of general circulation of the city of Livermore within fifteen days after its adoption.

Section 6. *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 February 10, 2025, 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:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Chapter 15.90 Building Appeals Board
Exhibit B – Amendments to LMC Sections 8.15.125, 15.20.100, 15.20.110, and 15.20.120

Chapter 15.90

Building Appeals Board

Sections:

15.90.010 – Purpose

15.90.020 - Definitions

15.90.030 - Organization and Membership

15.90.040 - Limitation on Appeals

15.90.050 - Appeal Filing Timeline

15.90.060 - Appeal Procedure

15.90.070 - Powers and Duties

15.90.010 - Purpose

The Building Appeals Board is established to review and adjudicate appeals of orders, decisions, and determinations made by City staff regarding the application and interpretation of the California Building Code and other regulations and uniform codes governing construction, use, maintenance, and change of occupancy, as specified in Section 1.8.8 of the California Building Code and as adopted by the City in LMC Title 15, Buildings and Construction.

15.90.020 - Definitions

As used in this chapter:

A. "Board" means the Building Appeals Board.

B. "Building Official" means the Chief Building Official or their designee.

C. "Member" means a member of the Building Appeals Board.

D. "The Code" means the California Building Code, LMC Title 15, and other applicable construction regulations.

E. "Appeal" means a formal request to review a decision made by the Building Official or City staff.

F. "Appellant" means a person or entity filing an appeal under this chapter.

G. "Decision" means any determination, ruling, or interpretation made by City staff subject to appeal under this chapter.

15.90.030 - Organization and Membership

A. **Appointment and Removal**: The Board shall be appointed by the City Council and serve at its pleasure. Board members shall be appointed from a list of interested and qualified candidates maintained by the City Clerk. Board members may be removed by a vote of the majority of the City Council with or without cause.

B. **Composition**: The Board shall consist of three members who are not employees of the City.

C. **Qualifications**: Members shall be knowledgeable about applicable building codes, regulations, and ordinances. They shall have experience and training in building construction, such as licensed contractors, engineers, and architects. A member need not be a resident of the City. A member may not have any interest in property which is the subject of the appeal to the Board.

D. **Term**: Board members shall serve staggered terms of four years, with vacancies filled by the City Council for the remainder of the unexpired term.

E. **Meetings:** The Board of Appeals shall have no regular meetings, and all meetings shall be special meetings noticed pursuant to Government Code Section 54956. The board shall be considered a “standing committee” with a continuing subject matter jurisdiction. The board shall meet when an appeal is filed pursuant to this chapter.

15.90.040 - Limitation on Appeals

A. An application for appeal must be based on a claim that:

1. The true intent of the applicable code or related regulations has been incorrectly interpreted.
2. The provisions of the applicable code do not fully apply.
3. An equally good or better form of construction is proposed.

B. Appeals must relate to orders, decisions, or determinations governed by Title 15 of the Livermore Municipal Code.

15.90.050 - Appeal Filing Timeline

A. All appeals shall be submitted in writing to the Building Official within 10 calendar days of the appellant’s receipt of written notice of the decision being appealed.

B. Failure to file a timely and complete request for an appeal shall constitute a waiver of all rights to an appeal.

C. An appeal must contain the information in LMC 8.15.090(B).

D. Upon receiving a written appeal, the Building Official shall within 10 days set a hearing date, time, and location for within 60 days from the date of the City's receipt of the appeal. Written notice of the hearing shall be served to the appellant at least 10 days prior to the hearing via personal service or certified mail.

E. If the filing deadline falls on a weekend or holiday, the deadline shall be extended to the next business day.

F. Except for orders issued by the Building Official because of conditions that represent an imminent threat to life or safety of the public or adjacent properties, enforcement of the notice and order of the Building Official shall be stayed during the pendency of an appeal of that order properly and timely filed.

15.90.060 - Appeal Procedure

A. **Hearing Procedures:** Hearings shall follow the procedures established in LMC 8.15. The Board shall comply with 8.15 as if it were the "hearing officer" but only to the extent 8.15 is consistent with the California Building Code or other applicable law governing administrative appeals of violations of the building code.

B. **Secretary**: The Chief Building Official or their designee shall serve as the ex officio Secretary of the Board but shall not vote.

C. **Decision**: The Board shall issue a written decision, including findings of fact and reasons for the decision, within fifteen (15) days after the hearing's conclusion. Copies of the decision shall be provided to the appellant and the Building Official. The Board's decisions are binding.

15.90.070 - Powers and Duties

A. The Board shall hear and decide appeals of orders, decisions, and determinations made by City staff regarding the application and interpretation of the California Building Code and other regulations under Title 15 of the Livermore Municipal Code.

B. The Board shall have no authority to waive requirements of any code. (California Building Code Section 113.2.)

C. The Board's written decisions shall include findings of fact and the rationale for the decision. Decisions shall approve, approve with modifications, or deny appeals, specifying any conditions or limitations imposed.

D. Within fifteen (15) days of the decision, the Secretary shall provide copies of the decision to the appellant and maintain a permanent record in the Board's files.

E. Decisions of the Board are final and conclusive for the City.

Amended sections:

8.15.125 Appeal of building code violations

15. 20.100 Administrative hearing

15. 20. 110 Written decision and order

15. 20.120 Appeal to City Council

8.15.125 Appeal of building code violations.

When a notice and order to abate includes a public nuisance as defined in LMC 8.14.040(M) and (N) for a violation of the California Building Code and other uniform codes adopted by the City in LMC Title 15, Buildings and Construction, ~~the written decision of the administrative hearing officer after hearing with respect to those specific code violations may be appealed by a responsible party to the City Council as set forth in LMC 15.20.120. (Ord. 2105 § 5, 2020)~~ an appeal of the notice and order will be heard by the Building Appeals Board pursuant to LMC 15.90. Appeals heard by the Building Appeals Board shall comply with the procedures of Chapter 8.15 as if the Board were the "hearing officer", but only to the extent Chapter 8.15 is consistent with the California Building Code or other applicable law governing administrative appeals of violations of the California Building Code.

15.20.100 Administrative hearing.

The administrative hearing shall be conducted in the same manner as set forth in LMC 8.15.100 and 8.15.110 with the following modifications:

A. Appointment. The Community Development Director shall ~~appoint a hearing officer~~ direct the Building Appeals Board pursuant to LMC 15.90 to conduct an administrative hearing upon issuance of a notice and order to demolish a dangerous building.

B. Notice of Hearing. The building division will send out the notice of hearing date to all responsible parties of interest, including any tenants, the ~~hearing officer~~ Building Appeals Board, building official, Community Development Director, City Manager and City Attorney.

C. Burden of Proof. The City has the burden of proving by a preponderance of the evidence that the dangerous conditions exist and constitute a violation of the code and that demolition of the building is the only economically feasible alternative. The notice and order to demolish a dangerous building and any reports submitted by the building official or designee shall constitute prima facie evidence of the respective facts contained in those documents. The City shall present evidence of the following:

1. The dangerous condition of the building;

2. That it is not economically feasible for the building to be repaired and made safe;

3. The economic cost of repair in comparison to demolition or removal and/or any other evidence to show that demolition is the only reasonable or viable alternative; and

4. The history of attempts to gain the responsible party's compliance to correct the condition of the building.

A responsible party may contest the building official's determination by providing evidence or expert testimony about the building's condition, and by providing evidence of the responsible party's willingness and economic capability to complete the necessary repairs to make the building safe and bring it into compliance in a timely manner, regardless of cost.

D. Inspection of Building. The ~~hearing officer~~ Building Appeals Board may inspect the building, to the extent it is determined safe by the building official to do so, as part of the hearing process; provided, that the parties mutually agree, and the owner for the subject property consents to the inspection. The ~~hearing officer~~ Building Appeals Board must give written notice to the parties of the date and time of the inspection, and the parties are permitted to be present during the ~~hearing officer's~~ Building Appeals Board's inspection. The City may request all parties to sign a waiver of liability to be present during the inspection. When the hearing resumes after the inspection, the ~~hearing officer~~ Building Appeals Board shall state for the record the material facts observed during the inspection. The parties shall be afforded an opportunity to rebut or explain the material facts stated by the ~~hearing officer~~ Building Appeals Board.

E. Failure to Appear. The failure to appear at the hearing by the responsible party shall constitute a failure to exhaust administrative remedies and a waiver of all rights to maintain an action to appeal, modify, or set aside a building official's notice and order to demolish a dangerous building, and any subsequent City abatement action. Despite the failure to appear, the ~~hearing officer~~ Building Appeals Board is directed to hear the City's case in the responsible party's absence and issue a written decision based upon the City's evidence.

15.20.110 Written decision and order.

After the administrative hearing, the ~~hearing officer~~ Building Appeals Board shall issue a written decision and order as set forth in LMC 8.15.120 with the following modifications:

A. Notice Upheld or Modified.

1. If the ~~hearing officer~~ Building Appeals Board upholds the building official's determination that the building is dangerous and should be demolished, the decision

must include a demolition order that provides a reasonable schedule for the responsible party to obtain a City demolition permit and to take all necessary steps to demolish or remove the building. In no event shall the demolition date be less than 90 days from the date the decision is mailed.

2. If the ~~hearing officer~~ Building Appeals Board determines that the responsible party may repair the dangerous building, rather than demolish it, the decision must include an abatement order that provides a reasonable and feasible schedule for expeditious repair, including obtaining all necessary City permits, providing required architectural and engineering plans or other needed studies, and completing the work. Except under unusual or extenuating circumstances, the date of completion should not exceed 180 days from the date the decision is issued. The building official may extend the date of completion as needed to accommodate reasonable good faith progress by the responsible party to eliminate the dangerous conditions.

3. If the ~~hearing officer~~ Building Appeals Board determines that the nuisance is likely to recur after abatement, the ~~hearing officer's~~ Building Appeals Board's written decision may order the person to take adequate precautions for a period of time not to exceed 12 months so that the nuisance will not recur.

4. The written determination shall further state that if the building is not demolished, or if the nuisance is not abated, by the date specified in the order, then the City is ordered and authorized to demolish the building, or abate the nuisance, and to recover the administrative charges, costs and expenses to abate the nuisance from the responsible party as set forth herein and in LMC 8.15.150.

B. Finality of Decision – Judicial Review of Non-Building Code Violations. For any public nuisance violations and associated consolidated hearing issues pursuant to LMC 8.15.100 that are not violations of a building code, the hearing officer's decision is final and conclusive for the City. The written decision and order shall contain a statement of the right to seek judicial review of that portion of the hearing officer's decision by filing a petition within 90 days with a court of competent jurisdiction pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

C. Appeal to City Council – Building Code Violations. For any public nuisance violations that are violations of a building code, the written decision and order shall contain a statement that the Building Appeals Board's decision is final.

The responsible party may appeal to the City Council pursuant to LMC 15.20.120 that portion of the ~~hearing officer's~~ Building Appeals Board's decision pertaining only to orders requiring the demolition of dangerous buildings by filing a written request to the City Clerk requesting an appeal of the ~~hearing officer's~~ Building Appeals Board's decision and paying an appeal fee set by City Council resolution within 10 calendar days of the date of the decision.

15.20.120 Appeal to City Council.

A. A decision by the Building Appeal's Board may be appealed to the City Council only if the decision by the Building Appeal's Board would require the demolition of a dangerous buildings. If the responsible person attended the administrative hearing, he or she may appeal the ~~hearing officer's~~ Building Appeals Board's decision by filing a written request to the City Clerk requesting an appeal hearing within 10 calendar days of the date of the ~~hearing officer's~~ Building Appeals Board's decision. An appeal fee as set by City Council resolution must be paid within the same 10-calendar-day period for the appeal application to be complete.

B. Within 30 calendar days of receipt of a complete and timely appeal, the hearing before the City Council will be scheduled to take place within 60 days of the date the appeal is received, or as soon thereafter as possible. The City Clerk shall inform the appellant of the date and time of the appeal hearing.

C. The appeal hearing shall be de novo and shall observe the following procedures:

1. The City Council shall receive and consider all relevant testimony, evidence, objections, or protests presented.

2. The person requesting the hearing may represent themselves or may be represented by the person of their choice.

3. The formal rules of evidence and discovery will not apply to the appeal hearing, but the person requesting the hearing, and the building official, shall have the following rights:

a. To appear and present testimony and evidence relevant to any activity or condition identified in the hearing officer's decision or the notice and order to demolish a dangerous building that is being contested. Hearsay evidence may be presented for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in California. Relevant evidence may be admitted if it is the type of evidence that is competent and may be relied upon by reasonable persons to make a decision, provided the evidence is more than speculation or conjecture. Irrelevant and unduly repetitious evidence shall be excluded.

b. To produce and examine witnesses on any matter relevant to the condition of the premises constituting a nuisance.

c. To introduce documentary and physical evidence.

d. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing.

e. To impeach any witness, regardless of which party first called that witness to testify.

f. To rebut the evidence.

g. The proceedings at the hearing shall be recorded.

4. The person requesting the hearing, or the building official, may use a certified shorthand or stenographic reporter to maintain a written record of the proceedings at the party's own expense. When a certified shorthand or stenographic reporter is used, the preparation of a record of the proceeding shall be governed by California Code of Civil Procedure Section 1904.6, as it is amended from time to time.

5. The building official's enforcement file, including the notice and order to demolish a dangerous building and the written decision of the ~~administrative hearing officer's~~ Building Appeals Board, shall constitute prima facie evidence that the public nuisance exists, that the building is dangerous, and that the administrative charge assessed is appropriate, and shall be deemed evidence of sufficient substantiality to shift the burden of proof to the person contesting the notice and written decision to show cause why the dangerous condition does not exist or should not be abated, or why the administrative charge should not be assessed. The person requesting the hearing has the burden of proving there is a substantial conflict of evidence, or that different conclusions must be drawn from the building official's evidence, that warrants modifying or setting aside the contested portion of the notice and order to demolish a dangerous building. The building official has the ultimate burden of proving by a preponderance of the evidence that the activity or condition identified in the notice and order to abate exists, and establishing that the administrative charge should be assessed.

6. The City Council may request additional information from the building official or the person requesting the appeal hearing, or conduct an inspection of the activity or condition that is being contested, at any time before issuing a written decision.

7. The failure of any person requesting the appeal to appear at the appeal hearing shall constitute a waiver of all rights to a hearing and a waiver of all rights to maintain an action to modify or set aside the building official's notice and order to demolish a dangerous building. The failure to appear shall also constitute a failure to exhaust administrative remedies, and the City Council shall issue a written decision and order upholding the notice and order to demolish a dangerous building as to that party.

D. Upon the completion of such hearing, the City Council shall, by resolution, declare its findings and its decision to uphold, modify, or set aside the building official's notice of demolition of a dangerous building for the building code violation and shall follow the form set forth in LMC 8.15.120 for a written decision.

E. Judicial Review. The City Council's decision after appeal is final and conclusive for the City. The resolution shall contain a statement of the right to seek judicial review of the hearing officer's decision by filing a petition within 90 days with a court of competent jurisdiction pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

LIVERMORE
CALIFORNIA

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

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of a fourth amendment to the agreement with Ruggeri-Jensen-Azar for on-call engineering design services, increasing the not-to-exceed amount from $1,800,000 to $2,400,000 with a term ending December 31, 2026.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a fourth amendment to the agreement with Ruggeri-Jensen-Azar for on-call engineering design services for various development projects and capital improvement projects, increasing the not-to-exceed contract amount from $1,800,000 to $2,400,000.

SUMMARY

This fourth amendment with Ruggeri-Jensen-Azar provides on-call engineering services for civil engineering design, structural analysis, subsurface engineering, surveying, right-of-way and construction staking, and appraisals, as well as preparation of civil engineering maps, legal descriptions, storm water prevention plans, and assorted general drafting services in connection with a variety of City capital improvement projects and miscellaneous development projects. This fourth amendment increases the not-to-exceed contract maximum from $1,800,000 to $2,400,000.

DISCUSSION

On January 14, 2021, the City entered into an engineering services agreement with Ruggeri-Jensen-Azar to provide on-call engineering services for a two-year term. The original agreement was amended three times to provide additional design services. The first amendment increased the amount of the agreement by $600,000 to a total amount of $1,200,000. The second amendment increased the amount of the agreement by $600,000 to a total amount of $1,800,000. The third amendment increased the duration of the contract 2 years, now ending on December 31, 2026.

Ruggeri-Jensen-Azar has been instrumental in providing on-call engineering support in a wide variety of tasks. These tasks include, but are not limited to, potholing and locating subsurface utilities for sewer replacement projects, grading and drainage design and improvement plan preparation, providing

Certified Access Specialist (CASp) services, sidewalk and Americans with Disabilities Act (ADA) design, Caltrans permitting for street resurfacing projects, a feasibility study for the proposed South Livermore Valley sewer extension, and preparing various maps for downtown development. Ruggeri-Jensen-Azar continues to provide valuable engineering services to the city on an as-needed basis.

The fourth amendment will increase the not-to-exceed amount of the agreement by $600,000 to a total of $2,400,000. This amendment provides for on-call engineering design services for various projects in the Capital Improvement Plan. Potential projects include, but are not limited to, the following:

- Decorative Wall Replacement Project 2006-54, surveys, property corners.
- Annual Sewer Replacement Project 2020-03, surveys.
- Stanley Blvd. Median Improvements Project 2020-14.
- Annual Sewer Replacement Phase 2 Project 2022-03.
- Slurry Seal Project 2022-04 design and surveys.
- South Livermore Sewer Extension 2023-13 preliminary design and surveys.
- Springtown Water service Replacements 2023-14 construction support.
- Elaine Ave Median Landscaping 2023-24 design.

In general, anticipated tasks include design, surveying, potholing, right-of-way, and accessibility assessment support on these tasks.

FISCAL AND ADMINISTRATIVE IMPACTS

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

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop, operate, and maintain City's infrastructure

ATTACHMENTS

1. Resolution
2. Exhibit A - Fourth Amendment

Prepared by: Christopher Ferrel
Associate Civil Engineer

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT WITH RUGGERI-JENSEN-AZAR FOR ON-CALL ENGINEERING DESIGN SERVICES INCREASING THE NOT-TO-EXCEED CONTRACT AMOUNT FROM $1,800,000 TO $2,400,000 WITH A TERM ENDING DECEMBER 31, 2026

On January 14, 2021, the City of Livermore ("City") entered into an engineering services agreement with Ruggeri-Jensen-Azar for on-call civil engineering design services. The original agreement was amended three times to provide additional design services. The first amendment increased the amount of the agreement by $600,000 to a total amount of $1,200,000 and extended the term of the agreement to December 31, 2023. The second amendment increased the amount of the agreement by $600,000 to a total amount of $1,800,000 and extended the term of the agreement to December 31, 2024. The third amendment extended the term of the agreement to December 31, 2026. Staff recommends the agreement be further amended to increase the amount of the agreement by $600,000, increasing the total contract amount from $1,800,000 to $2,400,000 to continue to provide on-call engineering design services for various projects in the Capital Improvement Plan.

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

1. Authorizes the City Manager to execute a fourth amendment to the engineering services agreement with Ruggeri-Jensen-Azar, attached hereto as Exhibit A, for additional on-call engineering design services, increasing the not-to-exceed contract amount from $1,800,000 to $2,400,000.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Fourth Amendment Ruggeri-Jensen-Azar

EXHIBIT A

FOURTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS FOURTH AMENDMENT, is made and entered into this ____ day of _____, 20 __, by and between the City of Livermore, a municipal corporation ("City"), and Ruggeri-Jensen-Azar, a California Corporation ("Consultant").

RECITALS

On January 14, 2021, City and Consultant entered into an agreement for Consultant to provide engineering design services to provide on-call plan and specification preparation, engineering analysis, stormwater plan preparation, surveying, mapping, structural evaluation, utility location, and right-of-way assistance for City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On May 26, 2022, City and Consultant entered into a first amendment to provide additional on-call engineering services as specified in the Original Agreement, increase the Consultant's compensation by $600,000, and extend the term of the agreement by one year to December 31, 2023 ("First Amendment").

On October 24, 2023, City and Consultant entered into a second amendment to provide additional on-call engineering services as specified in the Original Agreement, increase the Consultant's compensation by $600,000, and extend the term of the agreement by one year to December 31, 2024 ("Second Amendment").

On December 12, 2024, City and Consultant entered into a third amendment to provide additional on-call engineering services as specified in the Original Agreement and extend the term of the agreement by two years to December 31, 2026 ("Third Amendment").

City and Consultant desire to amend the Original Agreement and the First, Second, and Third Amendments to provide additional on-call engineering services as specified in the Original Agreement by increasing the Consultant's compensation by $600,000. This is the fourth amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 3 of the Original Agreement is amended to read as follows: **Description of Services.** Consultant shall provide professional services to

provide additional on-call plan and specification preparation, engineering analysis, stormwater plan preparation, surveying, mapping, structural evaluation, utility location, and right of way assistance as more particularly set forth in Exhibit "A" to the Original Agreement and Exhibits "A-1" and "A-2" and "A-3" to the First, Second and Third Amendment.

B. Section 6(a) of the Original Agreement is amended to read as follows:

Compensation and Payment.

a. The total compensation payable by the City to Consultant for the Services SHALL NOT EXCEED the sum of $2,400,000.
    1. The compensation payable by the City to Consultant for the Services required by Exhibit A to the Original Agreement SHALL NOT EXCEED $600,000.
    2. The compensation payable by the City to Consultant for the Services required by Exhibit A-1 to the First Amendment SHALL NOT EXCEED $1,200,000.
    3. The compensation payable by the City to Consultant for the Services required by Exhibit A-2 to the Second Amendment SHALL NOT EXCEED $1,800,000.
    4. The compensation payable by the City to Consultant for the Services required by Exhibit A-3 for the Third Amendment SHALL NOT EXCEED $2,400,000.

City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" to the Original Agreement, Exhibit "A-1" to the First Amendment, Exhibit "A-2" to the Second Amendment, and Exhibit "A-3" to the Third through Fourth Amendment up to the not-to-exceed amount. Except as provided in the body of the Agreement, the hourly rates or task amounts and travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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

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

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A

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

CONSULTANT: **Dated:**

Signed by:
David Terhune
5EADF50B3068480...

1/15/2025 | 9:43 AM PST

By: David Terhune
Title: Principal in Charge

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F63713704E2...

Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34DB6A748A...

Risk Manager/Analyst

Attachments:
Exhibit A-3

EXHIBIT A-3
FEE SCHEDULE
for
RUGGERI-JENSEN-AZAR

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES
(Effective Jan. 1, 2025 through Dec. 31, 2026)

Classification	Rates	
	2025	2026
Senior Project Manager	$295.00	$309.00
Project Manager	$276.00	$289.00
Senior Engineer	$264.00	$276.00
Associate Engineer	$245.00	$257.00
Engineer	$228.00	$239.00
Assistant Engineer	$197.00	$206.00
Senior Technician	$194.00	$203.00
Administrative Assistant	$110.00	$114.00
Field Survey Manager	$243.00	$255.00
2-Person Survey Crew	$345.00	$360.00
Principal	$298.00	$310.00

EXPENSE SCHEDULE

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

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

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

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

LIVERMORE
CALIFORNIA

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

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of a fourth amendment to the agreement with JR Structural Engineering, Inc. for project management services for various capital improvement projects, increasing the not-to-exceed contract amount from $910,000 to $1,510,000 with a term ending December 31, 2026.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a fourth amendment to the agreement with JR Structural Engineering, Inc. for project management services for various capital improvement projects, increasing the not-to-exceed contract amount from $910,000 to $1,510,000 with a term ending December 31, 2026.

SUMMARY

This fourth amendment with JR Structural Engineering, Inc. authorizes continued project management services for various capital improvement projects including Flagpole Plaza Project 2022-25, L Street Garage Project 586003, Police Building Renovations Project 2023-16 and Downtown Sidewalk and ADA Improvements project 2019-59. The fourth amendment increases funding by $600,000 to a total not-to-exceed amount of $1,510,000.

DISCUSSION

On July 16, 2018, the City of Livermore entered into a professional services agreement in the amount of $600,000 with JR Structural Engineering, Inc. to provide project management services for various capital improvement projects. As part of this agreement JR Structural was the primary project manager for Livermorium Park Project 2014-36. JR Structural also provided project management support for other downtown core projects including Stockmen's Park, the Cultural Facilities, and the Hotel. Project management services for Veterans Park Project 2021-21 were added to the agreement as part of an $85,000 first amendment that was authorized on July 26, 2021. On September 20, 2022, City and Consultant amended the agreement to provide project management services for additional projects such as Flagpole Plaza and the L Street Garage, increase the total contract amount to $910,000, and extend the term of the agreement to December 31, 2024. On January 6, 2024, City and Consultant amended

the agreement to extend the term of the agreement to December 31, 2026.

This fourth amendment covers project management services for Flagpole Plaza through construction. The Flagpole Plaza Project involves streetscape improvements to the Flagpole Plaza at the southwest corner of First Street and Livermore Avenue. These improvements will accommodate expanded outdoor dining, upgraded accessibility, and provide design consistency in the downtown core.

The fourth amendment also covers design and construction project management services for the Downtown Sidewalk and ADA Improvements Project and Police Building Renovations Project. Sidewalks and ADA ramps will be modified to meet ADA requirements on First Street between Maple Street through O Street as part of Downtown Sidewalk and ADA Improvements Project. This project will also include First Street rehabilitation between M Street and O Street. Major renovations are planned for the Police Building as part of Police Building Renovations Project. Renovations include upgrades to the kitchen, men's and women's locker rooms, and various offices and new furniture. These improvements will increase the efficiency of current operations and provide workspaces for an expanded workforce.

Additionally, the fourth amendment covers continued assistance in working with downtown businesses in connection with the L Street Garage Project.

Project management activities for all projects include attending design meetings, overseeing the preparation of plans and specifications, coordination with Planning, obtaining permits, bidding and awarding the project, and providing construction administration support. Services will be provided on a time and materials basis.

FISCAL AND ADMINISTRATIVE IMPACTS

The fourth amendment increases compensation by $600,000 to a total not-to-exceed amount of $1,510,000. Funding for this amendment is covered in the approved budgets for the following projects in the FY 2023-28 Capital Improvement Program: Flagpole Plaza Project 2022-25, Police Building Renovations Project 2023-16, L Street Garage Project 586003, and Downtown Sidewalk and ADA Improvements Project 2019-59.

COMMUNITY PILLAR

4: Inclusive & Inviting Spaces & Places

GOAL

3: Continue to implement the Downtown Specific Plan

ATTACHMENTS

1. Resolution
2. Exhibit A - Fourth Amendment

Prepared by: Farnoush Levers
Assistant City Engineer

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH JR STRUCTURAL ENGINEERING, INC. FOR PROJECT MANAGEMENT SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS, INCREASING THE NOT-TO-EXCEED CONTRACT AMOUNT FROM $910,000 TO $1,510,000 WITH A TERM ENDING DECEMBER 31, 2026

On July 16, 2018, the City of Livermore entered into a Professional Services Agreement in the amount of $600,000 with JR Structural Engineering, Inc. (JR Structural) to provide project management services for various capital improvement projects. As part of this agreement, JR Structural was the primary project manager for Livermorium Park Project 2014-36. JR Structural has also provided project management support for other downtown core projects, including Stockmen's Park, the Cultural Facilities, and the Hotel.

On July 26, 2021, City and Consultant amended the agreement to provide additional Project Management services for Veterans Park Project 2021-21, increasing the total contract amount to $685,000.

On September 20, 2022, City and Consultant amended the agreement to provide additional project management services for downtown core capital improvement projects including Flagpole Plaza Project 2022-25 and L Street Garage Project 586003, increase the total contract amount to $910,000, and extend the term of the agreement to December 31, 2024.

On January 6, 2024, City and Consultant amended the agreement to extend the term of the agreement to December 31, 2026.

City and Consultant now desire to amend the agreement to provide additional project management services for Flagpole Plaza, the L Street Garage, Police Building Renovations Project 2023-16, and Downtown Sidewalk and ADA Improvements Project 2019-59 and increase the total contract amount to $1,510,000. This is the fourth amendment to the agreement.

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

1. Authorizes the City Manager to execute a fourth amendment to the professional services agreement with JR Structural Engineering, Inc., attached hereto as Exhibit A, for project management services for various capital improvement projects, increasing the not-to-exceed contract amount from $910,000 to $1,510,000.

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

On motion of Council Member_____, seconded by Council Member_____, the foregoing resolution was passed and adopted on February 10, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:	APPROVED AS TO FORM:
_____	*/s/ Tara Mazzanti*
Deborah L. Elam	Tara Mazzanti
City Clerk	Senior Assistant City Attorney

Exhibit A – Fourth Amendment to Professional Services Agreement with JR Structural, Inc.

Docusign Envelope ID: 3ABE6EAD-2581-4ABF-966F-F74EEC8B4878

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT is made and entered into this ___ day of _____, 20____, by and between the City of Livermore ("City"), a municipal corporation, and JR Structural Engineering, Inc. ("Consultant"), a California Corporation.

RECITALS

On July 16, 2018, City and Consultant entered into an agreement for Consultant to provide Project Management Services for various Capital Improvement Projects primarily associated with the Downtown Core Development projects. Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On July 26, 2021, City and Consultant amended the Original Agreement to add additional services for additional Capital Improvement Projects in the Downtown Core, increase the total contract amount to $685,000 and extend the term of the agreement to July 31, 2023 ("First Amendment").

On September 20, 2022, City and Consultant amended the Original Agreement to provide additional Project Management services for downtown core Capital Improvement Projects including Flagpole Plaza, Livermorium Park-Plaza, and the L Street Garage, increase the total contract amount to $910,000 and extend the term of the agreement to December 31, 2024 ("Second Amendment").

On January 6, 2024, City and Consultant amended the Original Agreement to provide additional Project Management services for downtown core Capital Improvement Projects including Flagpole Plaza, Livermorium Park-Plaza, and the L Street Garage, and extend the term of the agreement to December 31, 2026 ("Third Amendment").

City and Consultant desire to amend the Original Agreement and First, Second and Third Amendment to provide additional on-call engineering services as specified in the Original Agreement by increasing the Consultant's compensation by $600,000. This is the Fourth amendment to the Original Agreement.

AGREEMENT

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

Docusign Envelope ID: 3ABE6EAD-2581-4ABF-966F-F74EEC8B4878

1. The Original Agreement is amended as follows:

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

Compensation and Payment.

a. The total compensation payable by the City to Consultant for the Services SHALL NOT EXCEED the sum of $1,510,000 ("not-to-exceed amount").

1. The compensation payable by the City to Consultant for the Services required by Exhibit A to the Original Agreement SHALL NOT EXCEED $600,000.
2. The compensation payable by the City to Consultant for the Services required by Exhibit A-1 to the First Amendment SHALL NOT EXCEED $85,000.
3. The compensation payable by the City to Consultant for the Services required by Exhibit A-2 to the Second Amendment SHALL NOT EXCEED $225,000.
4. The compensation payable by the City to Consultant for the Services required by Exhibit A-2 for the fourth Amendment SHALL NOT EXCEED $600,000.

City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" to the Original Agreement, Exhibit "A-1" to the First Amendment and Exhibit "A-2" to the Second through Fourth Amendment up to the not-to-exceed amount. Except as provided in the body of the Agreement, the hourly rates or task amounts are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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

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

Docusign Envelope ID: 3ABE6EAD-2581-4ABF-966F-F74EEC8B4878

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

CONSULTANT: **Dated:**

Signed by:
Rosy Ehlert
FF4E24E4F49C486...

1/13/2025 | 3:40 PM PST

Rosy Ehlert, Principal
JR Structural

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F85715704E2...

Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7B34BB0A748A...

Risk Manager/Analyst

LIVERMORE
CALIFORNIA

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

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing a supplemental appropriation of Traffic Impact Fee Fund 510 in the amount of $200,000 to complete the analysis for the Traffic Impact Fee Nexus Study.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing a supplemental appropriation of Traffic Impact Fee Fund 510 in the amount of $200,000 to the FY 2024-25 engineering operating budget to complete the analysis for the Traffic Impact Fee Nexus Study.

SUMMARY

The Traffic Impact Fee (TIF) Nexus Study is currently being updated. Additional analysis is required to study projects identified when the TIF Impact Fee Nexus Study was last updated. These projects include internal roadway improvements within the City and proposed overpass improvements. The additional analysis will determine if these projects are still necessary and update the TIF cost estimates. An additional $200,000 is required from Traffic Impact Fee Fund 510 to cover this analysis.

DISCUSSION

City staff is conducting updates to the Traffic Impact Fee (TIF) Nexus Study. The study will identify street improvements required for General Plan build-out and update the required Traffic Impact Fee to construct these improvements. The original plan for the TIF study updates was to screen through the project list included in the old TIF nexus study (2004) and remove projects that have been completed. However, due to changes in traffic conditions over the past 20 years and other changes to the regional network, staff recommends that updated analysis be provided for all projects so that the updated Traffic Impact Fee is based on current information. This updated analysis will also help compare potential traffic impacts associated with land use changes being evaluated as part of the General Plan Update.

The proposed scope of work involves evaluating each project included in the old TIF nexus study using the most recent City of Livermore Travel Demand Model. New projects may also be recommended as part of the analysis. In addition, updated analysis will be provided for the ultimate configuration of overpasses such as First Street, Las Colinas Road and Vasco Road. Alignments for Southfront Road

and Preston Avenue at the proposed Valley Link – Southfront Road station will also be evaluated. The additional estimated consultant cost in FY 2024-25 is approximately $200,000, including $150,000 for BKF Engineering to provide ultimate configurations of overpasses and $50,000 for Kittelson & Associates to provide updated analysis for other listed projects. The existing contract amount for Kittelson & Associates will be increased and a new contract will be started with BKF Engineering.

All of this information will be needed to finalize the Traffic Impact Fee Nexus Study. The current schedule is to finalize the analysis by the middle of 2025 and bring the updated study and Traffic Impact Fee adjustment to City Council in fall 2025.

FISCAL AND ADMINISTRATIVE IMPACTS

Currently, Traffic Impact Fee Fund 510 is budgeted in the FY 2024-25 engineering operating budget in the amount of $41,332 for the TIF updates. An additional supplemental appropriation in FY 2024-25 of Traffic Impact Fee Fund 510 in the amount of $200,000 is required to complete the Traffic Impact Fee Nexus Study.

PILLAR

5: A City That Works

GOAL

14: Develop, operate, and maintain the City's infrastructure

ATTACHMENTS

1. Resolution

Prepared by: Joanna Liu
Senior Transportation Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF TRAFFIC IMPACT FEE FUND 510 IN THE AMOUNT OF $200,000 TO COMPLETE THE ANALYSIS FOR THE TRAFFIC IMPACT FEE NEXUS STUDY

The City of Livermore is currently updating its Traffic Impact Fee Nexus Study. The study will identify required street improvements for the General Plan build-out and update the Traffic Impact Fee, which will be utilized to construct these improvements. The last Traffic Impact Fee Study was prepared in 2004.

Due to changes in traffic conditions and other changes to the regional network over the last twenty years, additional analysis is required to study projects identified in the 2004 Traffic Impact Fee Nexus Study, including certain internal roadway improvements and proposed overpass improvements, to determine if the projects are still necessary and, if so, to update cost estimates for those projects. New projects may also be recommended. This additional analysis will also help identify potential traffic impacts associated with land use changes being evaluated as part of the General Plan update. For these reasons, an additional $200,000 is required from Traffic Impact Fee Fund 510 to complete the analysis for the new Traffic Impact Fee Nexus Study.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it authorizes a supplemental appropriation of Traffic Impact Fee Fund 510 in the amount of $200,000 to the FY 2024-25 engineering operating budget to complete the analysis for the Traffic Impact Fee Nexus Study.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

RESOLUTION NO. _____

LIVERMORE
CALIFORNIA

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

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution accepting the Annual Comprehensive Financial Report (ACFR) and Other Audit Reports for the Fiscal Year ended June 30, 2024.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the following reports for Fiscal Year 2023-24 as completed:

- Annual Comprehensive Financial Report, and ratify and approve the audited financial statements presented therein in accordance with Government Code §37208;
- Alameda County Transportation Commission Measure B Program Financial Statements;
- Alameda County Transportation Commission Measure BB Program Financial Statements;
- Alameda County Transportation Commission Vehicle Registration Fee (VRF) Measure F Program Financial Statements;
- Agreed Upon Procedures for Compliance with the Proposition 111 2023-24 Appropriations Limit Increment;
- Memorandum of Internal Control; and
- Required Communications.

SUMMARY

The Annual Comprehensive Financial Report (ACFR), which contains the Auditor's Opinion, for the fiscal year ending June 30, 2024, is complete and ready for City Council acceptance. The auditors have given the City an unmodified or "clean" opinion on the ACFR. This is shown as the Independent Auditors' Opinion letter in the audit report (page 1). This is the 43rd consecutive year the City has received an unmodified opinion. In addition to the ACFR, there are six other audit compliance reports being presented for acceptance.

DISCUSSION

The audited ACFR and other required audit compliance reports are being presented to the City Council in accordance with the Livermore Municipal Code §2.28.020 and Government Code §37208. This year's

audits were performed by the City's independent auditors, Eide Bailly LLP.

Over the last two years the Finance and the Housing and Human Services divisions completed an inventory of housing loans outstanding and believe all loans are now accounted for and recorded correctly. These corrections resulted in a restatement of the beginning net position and fund balance. The corrections relate to understated and in some instances overstated loans receivables. The effect of this correction is shown under the line captioned as Loans Receivables. The loans receivable restatement had no impact on the change in net position or the change in fund balance of the prior year. The correction also did not result in additional affordable housing funds that could be used for affordable housing projects. Finance and Housing and Human Services are developing a Housing Loans Issuance Policy to ensure that all future loans are recorded and reported correctly on the financial statements.

The City changed its beginning and ending measurement dates of its net Other Post-Employment Benefits (OPEB) liability from June 30, 2023 and June 30, 2024, respectively, to June 30, 2022 and June 30, 2023, because the City's third-party OPEB trust fund administrator did not submit their audit to the City's auditors in time for the City's auditors to opine on the OPEB trust fund balances. The measurement date change will eliminate the possibility of this happening in future audits of the City's financial statements. The beginning net position of the Governmental Activities, Business Type Activities, the Airport, the Water, the Sewer, the Stormwater and the Internal Service funds have been restated to reflect that change.

These restatements did not alter the auditor's opinion on the City's ACFR. The auditors have given the City an unmodified or "clean" opinion on the ACFR. This is shown as the Independent Auditors' Opinion letter in the audit report (page 1). This is the 43rd consecutive year the City has received an unmodified opinion.

Government Code §37208 provides that a City Council is not required to approve payroll and other budgeted demands prior to issuing payment, they may be presented to the City Council for ratification and approval, in the form of an ACFR.

The City has submitted the FY 2023-24 ACFR for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting award program. In the past, the City has received the GFOA award and believes that the recent ACFR meets the stringent requirements to again merit GFOA recognition.

In addition to the ACFR, there are six other reports for review:

- Alameda County Transportation Commission Measure B Program Financial Statements is required by the Master Program Funding Agreement with the Alameda County Transportation Commission (ACTC) and confirms that the City has complied with the provisions of Measure B. Alameda County voters approved the half-cent transportation sales tax in November 2000. The sales tax collection began on April 1, 2002, and extended through March 31, 2022. ACTC administers Measure B funds to deliver essential transportation improvements and services.

- Alameda County Transportation Commission Measure BB Program Financial Statements is required by the Master Program Funding Agreement with the Alameda County Transportation Commission (ACTC) and confirms that the City has complied with the provisions of Measure BB. Alameda County voters approved Measure BB in November 2014 and collection of the half-cent

transportation sales tax by the Board of Equalization began on April 1, 2015, and extended through March 31, 2022. The full one-cent sales tax authorized by Measure BB began April 1, 2022, and will extend through March 31, 2045. Local jurisdictions began to receive the flow of funds in July 2015. ACTC administers Measure BB funds for essential transportation improvements in every city throughout Alameda County.

- Alameda County Transportation Commission Vehicle Registration Fee Measure F Program Financial Statements is required by the Master Programs Funding Agreement between the City and Alameda County Transportation Commission and confirms that the City has complied with the laws, regulations, contracts, and grant agreements as specified and applicable to Measure F. Measure F is the Alameda County Vehicle Registration Fee Program which was approved by voters in November 2010 and generates $10 per vehicle each year. The collection of these funds began in May 2011 will continue to be imposed annually unless repealed. The revenue generated is used for local road improvement and repair, transit congestion relief, local transportation technology, and pedestrian, bicyclist access, and safety programs.

- Agreed Upon Procedures for Compliance with the Proposition 111 2020-21 Appropriation Limit Increment is required by Section 1.5 of Article XIIIB of the California Constitution. This report shows the auditors applied specific procedures, which were suggested by the League of California Cities and presented in their Article XIIIB Appropriation Limitation Uniform Guidelines, to validate the City's calculation of the Appropriations Limit. No exceptions were noted.

- Memorandum on Internal Control: In planning and performing the audit of the financial statements, the City's auditors, Eide Bailly LLP, considered the City's internal control over financial reporting as a basis for designing the auditing procedures for the purpose of expressing opinions on the financial statements. The auditors are required to communicate to the City Council any internal control matters that come to their attention during the audit. Eide Bailly LLP have provided such a report in their Memorandum on Internal Control (MOIC) for the fiscal year ended June 30, 2024. The report states that the audit did not identify any deficiencies in the City's internal control.

- Required Communications: Under generally accepted auditing standards, the City's external auditors are required to formally communicate with the governing body to convey audit matters, the scope of work, difficulties, adjustments to financial statements, or any possible disagreements with management. Professional standards require the auditor to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks". The auditors identified no areas of significant risks.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no direct fiscal impact in accepting the FY 2023-24 audit reports. Total audit and report preparation costs of $155,341 are within budget and are allocated to the General Fund, Enterprise funds, Measure B funds, Measure BB funds and transportation funds as the audits and reports are completed. The total fee also includes preparation costs of certain reports not requiring City Council acceptance that are transmitted directly to the California State Controller, including the Special Districts Financial Transactions Report for the Livermore Capital Projects Financing Authority (LCPFA) and the Cities Financial Transactions Report for the City of Livermore.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution
2. Exhibit A - Annual Comprehensive Financial Report
3. Exhibit B - ACTC Measure B Funds Financial Statements
4. Exhibit C - ACTC Measure BB Funds Financial Statements
5. Exhibit D - ACTC Vehicle Registration Fee Program (VRF) Financial Statements
6. Exhibit E - Independent Accountant's Report on Applying Agreed Upon Procedures Related to the Article XIII-B Appropriations Limit Calculation
7. Exhibit F - Independent Auditor's Report on Internal Control Over Financial Reporting on Compliance and Other Matters
8. Exhibit G - Required Communications

Prepared by: Erik Peterson
Finance Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND OTHER ANNUAL REPORTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024

At its meeting on February 10, 2025, the audited Annual Comprehensive Financial Report and other required audit compliance reports for the fiscal year ended June 30, 2024, were presented to the City Council in accordance with Livermore Municipal Code section § 2.28.020.

California Government Code § 37208(c) provides that budgeted payrolls and demands paid by warrants or checks may be presented to the legislative body for ratification and approval in the form of an audited annual comprehensive financial report.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it has received and hereby accepts as completed the following financial statements and annual reports for the fiscal year ended June 30, 2024, attached hereto:

1. Annual Comprehensive Financial Report, attached hereto as Exhibit A;

2. Alameda County Transportation Commission Measure B Funds Financial Statements, attached hereto as Exhibit B;

3. Alameda County Transportation Commission Measure BB Funds Financial Statements, attached hereto as Exhibit C;

4. Alameda County Transportation Commission Vehicle Registration Fee Program (VRF) Financial Statements, attached hereto as Exhibit D;

5. Independent Accountant's Report on Applying Agreed-Upon Procedures Related to the Article XIII-B Appropriations Limit Calculation, attached hereto as Exhibit E;

6. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters, attached hereto as Exhibit F; and,

7. Required Communications, attached hereto as Exhibit G.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A - Annual Comprehensive Financial Report
Exhibit B - Alameda County Transportation Commission Measure B Funds Financial Statements
Exhibit C - Alameda County Transportation Commission Measure BB Funds Financial Statements
Exhibit D - Alameda County Transportation Commission Vehicle Registration Fee Program (VRF) Financial Statements
Exhibit E - Independent Accountant's Report on Applying Agreed-Upon Procedures Related to the Article XIII-B Appropriations Limit Calculation
Exhibit F - Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters
Exhibit G - Required Communications

CITY OF LIVERMORE CALIFORNIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2024



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LIVERMORE
CALIFORNIA

Annual Comprehensive Financial Report

For the Year Ended June 30, 2024

Prepared By

Finance Division

Tina Olson
Administrative Service Director

Erik Peterson
Finance Manager

Benjie Lin
Accounting Supervisor

David Doyle
Accounting Supervisor

Ki Lam
Management Analyst

Ann Furtado
Accounting Supervisor

Laurie Ong
Administrative Specialist



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Introductory Section
June 30, 2024

City of Livermore

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LIVERMORE
CALIFORNIA

January 14, 2025

Honorable Mayor and Members of the City Council:

I am pleased to present the City's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2024. State law requires that every general-purpose local government publish, within six months of the close of each fiscal year, a complete set of audited financial statements. This report fulfills that requirement for the fiscal year ended June 30, 2024.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

The data in this report is presented in a manner that is designed to fairly set forth the financial position and results of operations of the City of Livermore (the City). It contains the disclosures necessary to promote in-depth understanding of the City's financial affairs and evaluate its financial condition.

The City's financial statements have been audited by Eide Bailly LLP located in Menlo Park, California. The independent auditors concluded, based on their audit, that there was a reasonable basis for rendering an unmodified (or "clean") opinion that the City of Livermore's financial statements for the fiscal year (FY) ended June 30, 2024, are fairly presented in conformity with generally accepted accounting principles. The independent auditor's report is the first item presented in the financial section of this report.

In addition to the financial audit, each year the City is required to undergo an audit of federal grant expenditures. That report is commonly referred to as a Single Audit report and is issued as a separate document and is not included herein. The Single Audit report includes the Schedule of Expenditures of Federal Awards, Findings and Recommendations, and an auditor's report on the internal control structure and compliance with applicable laws and regulations.

The provisions of Governmental Accounting Standards Board (GASB) Statement 34, "Basic Financial Statements—and Management's Discussion & Analysis—for State and Local Governments" requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements entitled, "Management Discussion & Analysis" (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with the MD&A, which can be found immediately following the report of the independent auditors in the financial section of the ACFR.

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1052 South Livermore Avenue
Livermore, CA 94550
www.cityoflivermore.net
TDD: (925) 960-4104

Profile of the City of Livermore

The City of Livermore, incorporated on April 1, 1876, is located on the southeasterly boundary of Alameda County. The City of Livermore is a General Law city and has the power to make and enforce ordinances and regulations with respect to municipal affairs to the extent expressly permitted or implied by the California constitution or specific legislation. The City is organized as a council-manager form of local municipal government. The five-member City Council is elected at large for overlapping four-year terms. The City Council includes an elected Mayor whose term of office is two years.

On November 26, 2018, the City adopted an ordinance to transition from an at-large to district-based election system to comply with the California Voting Rights Act (California Government Code Section 34886 and 34871(c)). The City Council selected a district map dividing the City into four single member districts. Starting with the general municipal election in November 2020, City Council members were elected in City Council districts 3 and 4. Council members were elected in City Council districts 1 and 2 beginning at the general municipal election in November 2022. The Mayor continues to be elected on an at large basis.

The City Council appoints the City Manager and City Attorney to carry out its adopted policies. In addition, the City Council appoints members of advisory Commissions, Committees, and Boards.

The City Council sets priorities and adopts the biennial budget on or before June 30 for each of the ensuing two fiscal years, which serves as the foundation for the City's financial planning and control. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is maintained at the fund level. The City Manager may transfer resources within a fund. Supplemental appropriations and budget transfers between funds and projects, however, need approval from the City Council. The City's budgetary procedures are further discussed in Note 2 of the notes to the basic financial statements.

The City, with 491.4 full-time equivalent employees, provides a wide range of services to a residential population of 84,828[1]. These services include public safety (police, fire, building inspection, water, and sewer); street and landscape maintenance; street lighting; planning and public improvements; public libraries; general administrative services, and municipal airport services. Fire safety services are provided by a Joint Powers Authority, Livermore Pleasanton Fire Department (LPFD). Recreational services are provided to residents by the Livermore Area Recreation and Park District (LARPD), a special district governed by a separately elected board.

The City is also financially accountable for a legally separate Livermore Capital Projects Financing Authority (LCPFA), which is reported within the City's financial statements as a blended component unit. Additional information on this legally separate entity can be found in the notes to the financial statements (see Note 1).

Economic Factors and Local Economy

The information presented in the financial statements is perhaps better understood when it is considered from the broader perspective of the specific environment within which the City operates.

[1] Data source: State of California, Department of Finance

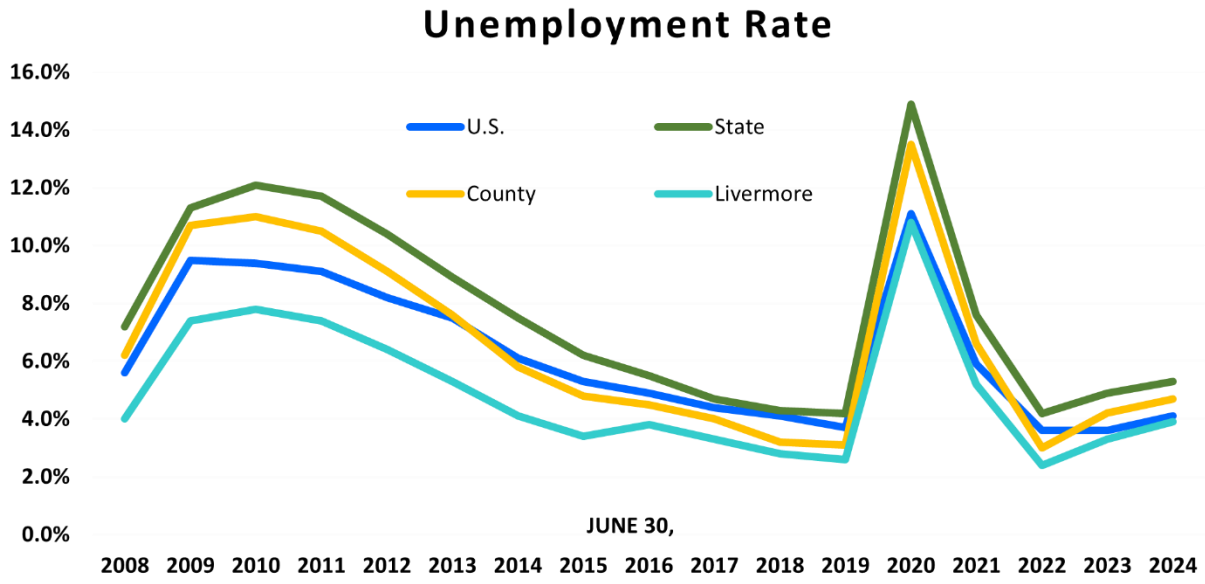
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The City is the easternmost city in the San Francisco Bay Area situated in the growing Tri-Valley area which contains the cities of Pleasanton, Livermore, Dublin, and San Ramon. Livermore is conveniently located near two major freeways, I-580 and I-680, and is close to the metropolitan areas of San Francisco, Oakland, and San Jose. In addition to its proximity to the Oakland, San Francisco and San Jose International Airports, the City of Livermore owns and operates the Livermore Municipal Airport. This general aviation airport services private and corporate customers, and records more than 197,000 takeoffs and landings annually.

Livermore Valley Wine Country is one of the oldest wine regions in California. On November 22, 2021, the Livermore Valley Wine Heritage District was formed to provide funding for marketing and education efforts to increase winery sales revenue, and other improvements and activities for the 46 assessed wineries in Livermore Valley. Livermore is surrounded by award-winning wineries, farmlands, and ranches that mirror the valley's history. Less than an hour east of San Francisco, Livermore Valley Wine Country's picturesque canyons and ridges welcome locals and visitors to the valley's vineyards and tasting rooms, which are an integral part of Livermore's quality of life. Popular wine bars, tasting rooms and boutique wine shops thrive in downtown Livermore as well.

Livermore is the home of two world-renowned national laboratories: Lawrence Livermore National Laboratory (LLNL) and Sandia National Laboratories (SNL). The laboratories are premier science and technology research facilities, which conduct some of the nation's most innovative research related to several national programs, including security, combustion and renewable energy, water resources and biosciences. The presence of the laboratories attracts other technology and industrial companies as well as professional services businesses. In addition, one of the largest retail outlet malls in California is in Livermore and is home to over 180 leading designer and name brand outlet stores, as well as a growing number of small retailers.

In June 2024 the City's unemployment rate of 3.9% continued to rank below the average unemployment rates of the nation (4.1%), county (4.7%) and state (5.3%). Employment in Livermore has historically been less volatile due to the presence of major public sector employers and their contractors. Besides the City itself, two national laboratories, a school district, a community college, and a park and recreation district are major employers in the City. The following chart shows a 15-year comparison of unemployment rates in the state and local areas as well as the U.S. by fiscal year.



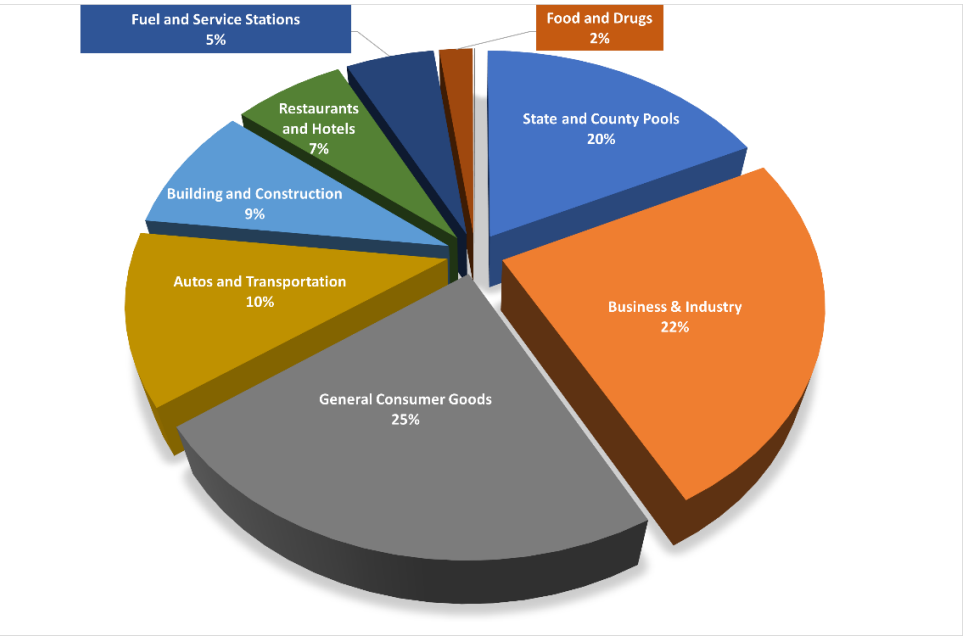
Source: State of CA – Employment Development Department

A key indicator of the local economy is retail sales. Sales tax revenues are highly sensitive to economic conditions such as levels of unemployment, job growth, consumer confidence, per-capita income, and tourism.

It is important to be aware that approximately 15% of the City's sales tax revenue is derived from the San Francisco Premium Outlets which focuses on high-end consumer goods. Many of the shoppers are tourists visiting the San Francisco Bay area. Out of the 4.8 million Livermore visitors, 2.7 million or 56% visited the San Francisco Premium Outlets (source: Placer AI).

Livermore's taxable sales in FY 2023-24 were 1.0% higher than FY 2022-23 with the majority of gains coming from the Building and Construction group that are offset by losses in the Autos and Transportation and Business and Industry groups. The chart below illustrates the City's sales tax revenue for FY 2023-24 by major industry group.

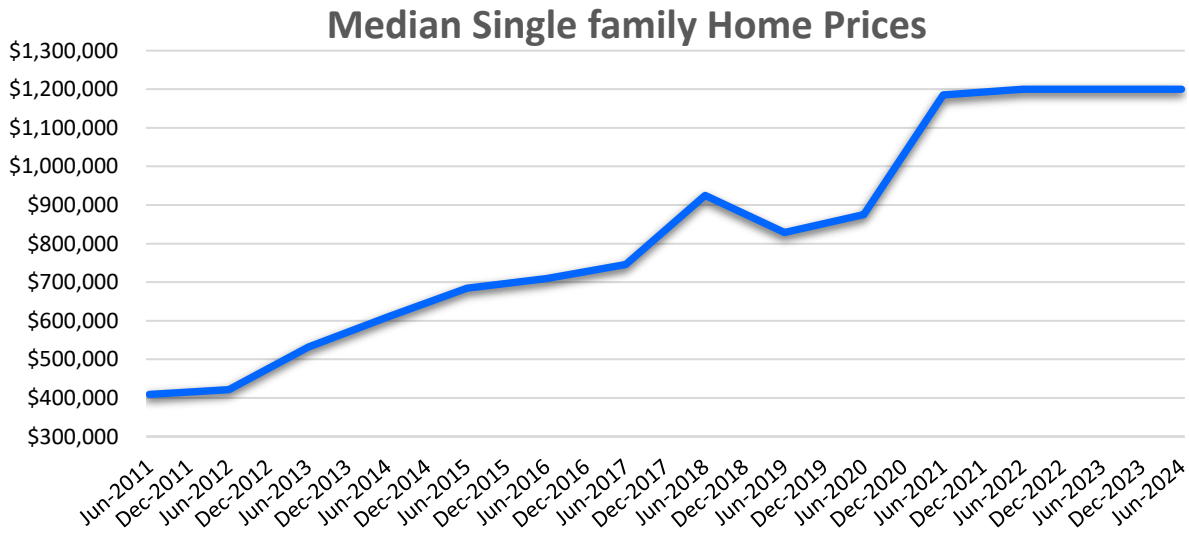
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Source: HdL

The local real estate market and property value assessments are key indicators of the local economy. Property tax is less volatile compared to sales tax. The City's assessed property valuation increased by 5.6% to $26.8 billion in FY 2023-24 compared to a 7.5% increase in the previous fiscal year.

Livermore's real estate market continued to strengthen during FY 2023-24. As reported by the East Bay Association of Realtors, the median sales price for a single-family residence in Livermore remained about the same - $1.2 million in both June 2024 and June 2023 likely due to increased interest rates.



Source: East Bay Association of Realtors

v

In its October 23, 2023 Publications, the Conference Board forecasts that US economic growth will experience moderate growth at year-end and early next year related to stronger consumer spending, increased after-tax income, and higher savings among US households as well as a healthy labor market that continues to support consumption. They forecast that real GDP will grow by 2.6 percent in 2024, and then fall to 1.7 percent in 2025.

Long-Term Financial Planning

Although Livermore's current financial picture is positive, there are plenty of reasons for concern when we look out further on the financial horizon. The City is on a steady financial course, but still strives to achieve long-term financial stability, which is linked to adequately funding its long-term liabilities. While General Fund reserves are currently fully funded, future liabilities, increasing employee costs, and deferred infrastructure maintenance temper the City's progress.

The single largest unaddressed financial challenge the City faces is the maintenance and replacement of its infrastructure. The City is in the process of developing a comprehensive infrastructure repair and replacement plan so that adequate resources are available when needed. In the meantime, the City established two capital reserves in June 2023 – Existing Asset Maintenance and Repair Reserve and New and Replacement Asset Reserve. As of June 30, 2024, there was a combined balance of $39.1 million in capital reserves. The City funds capital reserves through year-end surpluses and, depending on the City's budget status, annual budget allocations.

Rising pension costs will continue to be a challenge for most public agencies. The City contributes to the California Public Employees' Retirement System (CalPERS) for its Miscellaneous and Safety Police retirement plans. CalPERS implemented a 20-year rate amortization and a five-year phase-in effective from fiscal year 2016-17. The City's "second tier" pension plan (2% at 60) coupled with the Public Employee Pension Reform Act (PEPRA) will reduce employee pension costs in the long-term. City staff will continue to monitor CalPERS changes and suggest prudent strategies to address these increases as the opportunities arise.

The FY 2023-25 Budget allocated approximately $20 million from General Fund resources for capital improvements, representing a significant investment in facility repairs and replacements, sidewalk repairs, street tree removal and replacement, wall repairs, and stormwater projects.

The City of Livermore, along with the San Francisco Bay Area and much of California, is in the middle of a homelessness crisis. The prolonged economic expansion, low interest rates through most of 2022, and housing shortage led to median home values skyrocketing throughout the Bay Area. As mentioned above, the median home price for a single-family home in Livermore is approximately $1.2 million on June 30, 2024. To purchase a median priced home with 10% down requires approximately $120,000 for down payment, $36,000 for closing costs, and approximately $191,600 in annual household income. The average rent in Livermore for a two-bedroom apartment is approximately $2,600 per month. A household will need an annual average income of $104,000 to afford this level of rent.

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A five-year General Fund Financial Plan is included in the City's adopted budget. This is a valuable financial planning management tool, especially in challenging financial times, which assists the City Council in setting priorities and educating the community on the long-term state of the City's finances. Inflation and historical growth rates are used to predict levels of expenditures. The expenditure base and revenue base are then adjusted for discrete changes that may occur within the five-year forecast period such as the addition of a major employer, retail center, hotel and/or additional housing development.

Perhaps the best measure of the City's ability to withstand an economic downturn while maintaining current service levels and building sustained growth for the future is its fund balance reserves. In general, a city should maintain sufficient reserves to mitigate potential emergency scenarios. The City committed to maintaining General Fund reserves equal to at least 30% of annual General Fund budgeted expenditures and transfers related to debt service. The City has maintained reserves equal to at least 30% since 2008 except for 2013 when reserves were equal to 29%.

Major Initiatives and Future Projects

The City Council sets goals and priorities through a 5-year Citywide Strategic Plan that guides the City's budget and workplan. The Strategic Plan is organized around the following five broad community pillars:

1. A Safe Community that Thrives
2. Economy that Prospers
3. Environmental Stewardship
4. Inclusive and Inviting Spaces and Places
5. A City that Works

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The City made extensive progress towards each of these priorities. Some of the achievements realized during the FY 2023-24 are as follows:

- On November 8, 2022, Livermore voters approved Measure P to extend city sewer service beyond the South Livermore Urban Growth Boundary. The purpose of the service is to protect ground water quality and facilitate development of wine country land uses envisioned under the City's South Livermore Valley Specific Plan and Alameda County's South Livermore Valley Area Plan. City and County staff continue to coordinate funding and design of the system. Staff is currently getting proposals for the design.

- On September 20, 2022, the Livermore Planning Commission approved renovation of the historic building located at the northwest corner of South Livermore Avenue and Second Street. The former SBC Building will be the new home of Farmers Union. Taking a cue from the same restaurant in San Jose, which is a staple in their downtown, the cuisine will feature house-smoked meats, seasonal and local vegetables, and comfort food classics. A roof top deck and prominent street presence will contribute to the downtown's revitalization at this prominent corner. Construction started in 2024 and is scheduled to be completed by fall 2025.

- The City Council adopted the Isabel Neighborhood Specific Plan in November 2020. The Specific Plan envisions a complete neighborhood around the future Valley Link train station. Three residential projects approved in the summer of 2022 and spring of 2023 are now under construction: 89 condominiums and 210 apartments in Shea Portola by Shea Homes and 184 condominiums in two projects by DeNova Homes. Four projects have received entitlement: The Park View, Isabel Crossings, Shea Tranquility, Shea Portola apartments. Entitlement is being reviewed for 139 townhomes and 110 affordable rentals on Cornerstone Chu Site.

- Repaired storm damage along city creeks and trails from last season's storms.

- Constructing 452 space L Street Garage and site improvements which include 50 electric vehicle chargers and new pedestrian pathways. Pouring top level in December 2024. Expect opening in summer 2025.

- Made significant progress on downtown remediation. Removed contaminated soil, installed soil vapor extraction wells and pipelines, obtained site closure for Blacksmith Square Expansion and Blackbox Theater sites, and received $7 Million in grant funding for remediation activities from the Department of Toxic Substances Control.

- Installed new crosswalks, repaired multi use trails, and installed new ADA ramps.

- Repaired sidewalks through town by slicing and complete replacement.

- Completing major primary and secondary treatment system upgrades at the Water Reclamation Plant.

- Completed citywide overlay and slurry seal road renovations.

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- Completed improvements to Railroad Avenue between K Street and the Railroad Parking lot. Extended turn lanes, upgraded traffic signals and intersections, replaced sewer, renovated paving.
- Completed Montage Trail Connection to Collier Canyon Road.
- Installed additional storm drain capture devices.
- Installed two solar electric vehicle chargers at central city campus.
- Completed upgrades to HVAC system at City Hall and the Police Building.
- Completed the bidding process for replacement of the UV disinfection system.
- Implemented a sidewalk repair strategic plan and repaired 573 city-responsible sidewalk defects in 2024.
- Developed a 7-year tree pruning schedule for 21,000 city-responsible trees.
- Launched the new 311 service request portal and added new features.
- Successfully added Unleaded Aviation fuel to the airport, modifying the airport minimum standards and updating the associated Livermore Municipal Code.
- Converted 27,000 square feet of non-usable turf at City facilities and parks.
- Provided 4,700 bags of compost to 2,300 households.
- Completed implementation of most of the modules in the Enterprise Resource Program (ERP) integrated financial and human resources system.
- Partnered with Las Positas College for Fire Academy.
- Upgraded Telestaff to cloud-based program.
- Installed technology upgrades to LPFD Headquarters and Training Rooms.
- Migrated cell phones to AT&T First Net for improved communications.

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Relevant Financial Policies

Fund Balance Policy In June 2016, the City Council adopted a resolution updating the Livermore Fund Balance Policy to maintain the fiscal stability of the organization, to help maintain the City's credit worthiness, and to provide funds for economic uncertainties, contingencies, and cash flow requirements. The General Fund Financial Stabilization Operating Reserve is set at 15 percent of budgeted operating expenditures plus debt service transfers to be used in a catastrophic event or in a major emergency or in periods of severe fiscal crisis. The General Fund Economic Uncertainty Reserve is set at 13.5 percent of budgeted operating expenditures plus debt service transfers to be used during times of severe economic distress such as protracted recessionary periods or other impactful unforeseen events which greatly diminish the financial ability of the City to deliver core services. Minimum unassigned fund balance is set at 1.5 percent of the budgeted operating expenditures plus transfers for debt service.

Infrastructure Repair and Replacement Funding As previously noted, Council adopted a resolution creating two capital reserves for general government-owned facilities and infrastructure to help ensure there is sufficient funding to address the City's capital needs – Existing Asset Maintenance and Repair Reserve Fund and the New and Replacement Aset Reserve Fund.

Debt Management and Disclosure policy The City's Debt Management and Disclosure Policy is intended to ensure compliance by the City with all applicable federal and state securities laws and regulations; to achieve the highest practical credit ratings within the context of the City's financing needs and financing capabilities; and to establish maximum limits on the amounts of debt outstanding and the amount of annual debt service the City will consider. This policy sets a ceiling for the cumulative annual payments related to debt from the General Fund at 7.5 percent of the previous fiscal year's General Fund revenue.

Timeliness of Financial Reporting Practices The City believes that time is of the essence in the publication of Budget and Annual Comprehensive Financial Report documents. The budget is adopted before June 30 and loaded into the financial system on the first day of the new fiscal year. The ACFR publication date is generally within 180 days of the close of the fiscal year. The City's major financial documents are available on the web at www.livermoreca.gov.

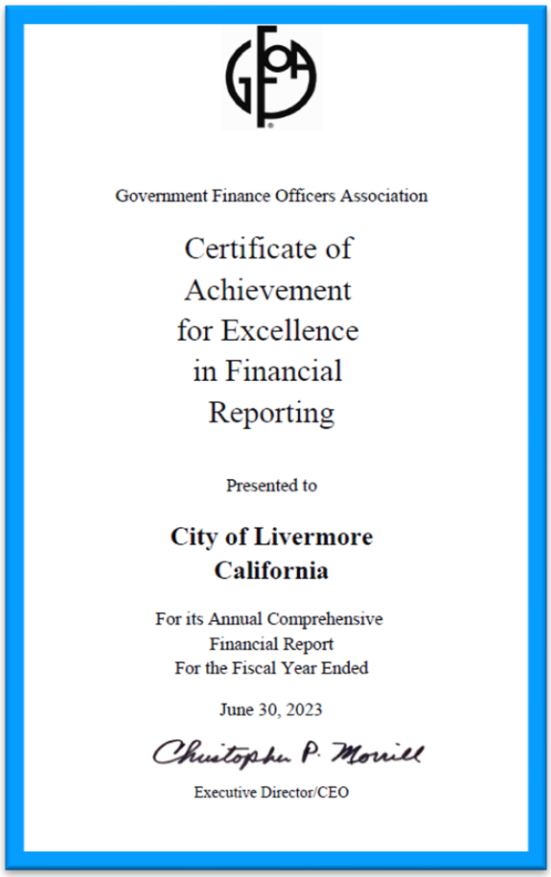
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Achievement Awards

GFOA Financial Reporting Certificate of Achievement

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Livermore for its annual comprehensive financial report for the fiscal year ended June 30, 2023. This was the 35th consecutive year that the City of Livermore has achieved this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles (GAAP) and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Livermore
California

For its Annual Comprehensive Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morrill

Executive Director/CEO

Acknowledgments

This report represents the culmination of dedicated efforts by City staff both inside and outside of the Finance Division. The preparation of this report on a timely basis could not have been accomplished without the hard work and team effort of the entire financial reporting team. I wish to thank all departments for their assistance in providing the data necessary to prepare this report. I would like to express my appreciation and thanks to Ahmad Gharaibeh and his staff at Eide Bailly LLP. Credit is also due to the Mayor and the City Council members for their unfailing support for maintaining the highest standards of professionalism in the management of the City's finances.

Very truly yours,

Tina Olson
Administrative Services Director

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1052 South Livermore Avenue
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Directory of City Officials
As of June 30, 2024

Elected Officials



Mayor
John Marchand



Vice Mayor
Robert W Carling



Council Member
Ben Barrientos



Council Member
Evan Branning



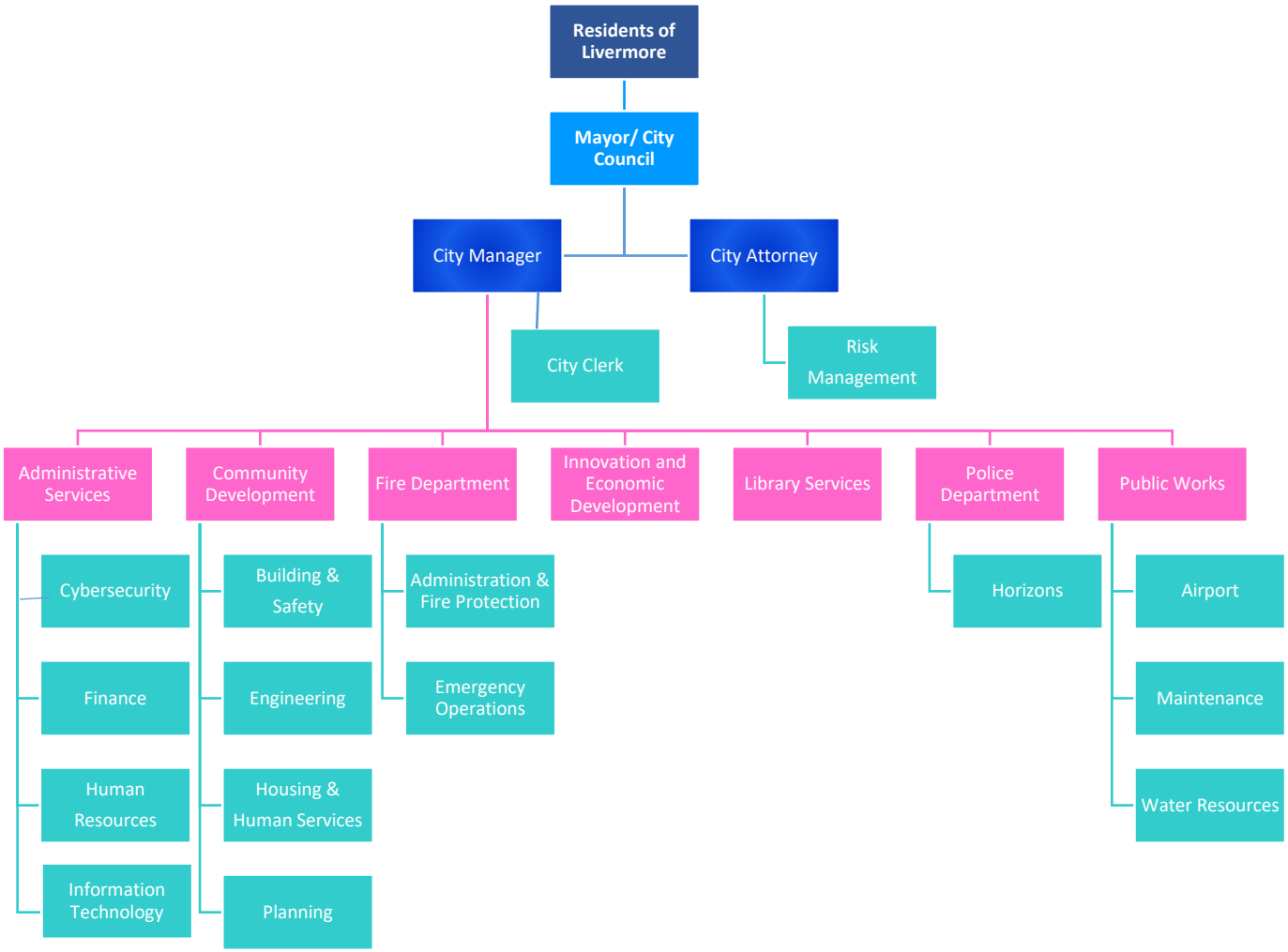
Council Member
Brittni Kiick

Executive Team

Marianna Marysheva	Jason Alcala
City Manager	City Attorney

Assistant City Manager	Paul Spence
Deputy City Manager	Marie Weber
Director of Administrative Services	Tina Olson
Director of Community Development	Brent Smith
Director of Innovation & Economic Development	Brandon Cardwell
Director of Library Services	Anwan Baker
Acting Director of Public Works	Judy Erlandson
Fire Chief	Joe Testa
Police Chief	Jeramy Young

Organization Chart
As of June 30, 2024



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Financial Section
June 30, 2024

City of Livermore

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CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To Honorable Mayor and Members
of the City Council of the City of Livermore
Livermore, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Livermore,California (City), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Restatement Due to Correction of an Error

As discussed in Note 19 to the financial statements, the prior year financial statements contained an error that was discovered during the current year. The prior year financial statements understated and, in some instances, overstated certain notes receivables. Accordingly, the beginning net position of the governmental activities, the fund balance of the Low-Income Housing-Special Revenue Fund and the fund balance of the Nonmajor Governmental Funds has been restated to incorporate the change in notes receivables. Our opinions are not modified with respect to this matter.

Change in Accounting Principle

As discussed in Note 19 to the financial statements, the City changed the measurement date of its Net OPEB Liability. The beginning net position of the Governmental Activities, Business Type Activities, the Airport, the Water, the Sewer, the Stormwater and the Internal Service funds have been restated to reflect that change. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements. Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual, Schedule of Changes in the Net Pension Liability and Related Ratios, Schedule of the Plan's Proportionate Share of the Net Pension Liability and Related Ratios, Schedule of Pension Contributions, Schedule of Changes in the City's Net OPEB Liability and Related Ratios, and Schedule of OPEB Contributions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 14, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

Eide Bailly LLP

Menlo Park, California
January 14, 2025

Management's Discussion and Analysis

The purpose of the Management's Discussion and Analysis is to offer to the reader of the City's financial statements a narrative overview and analysis of the financial activities of the City of Livermore for the fiscal year ended June 30, 2024. The reader is encouraged to consider the information presented here in conjunction with the additional information furnished in the letter of transmittal, which can be found on page i of this report.

Financial Highlights

- The assets and deferred outflows of resources of the City of Livermore exceeded its liabilities and deferred inflows of resources at the close of fiscal year 2024 by $724.4 million (net position). Of this amount, $70.4 million represents unrestricted net position, which may be used to meet the City's ongoing obligations to citizens and creditors.

- The City's net position increased 4.02% (or $39.6 million) for the current fiscal year to $724.4 million from a net position balance of $696.3 million in the prior fiscal year of which $15.4 million was generated by governmental activities and $14.1 million was generated by business-type activities.

- The City's Net Pension liability increased $8.8 million from $155.2 million in the prior year to $164.0 million in fiscal year 2024, due to changes in CalPERS investment returns less than the discount rate. CalPERS reports have a measurement date one year behind the financials, and the City is expecting the Net Pension liability to decrease in next year's financials due to investment gains exceeding the discount rate in fiscal year 2024.

- The City had a total unrealized loss on investments of $9.5 million for fiscal year 2024. This is an improvement of $7.9 million from fiscal year 2023's unrealized loss of $17.4 million. Staff has been working with the City's investment advisor to reinvest maturities strategically to maximize investment income. The City should see unrealized losses narrow again next year with rate cut expectations and reinvesting maturing investments at higher rates. The City did not incur any actual losses. Actual investment income was $7.1 million in fiscal year 2024 from the City's main portfolio, an increase of $1.5 million from fiscal year 2023.

- At the close of fiscal year 2024, the City's governmental funds reported combined fund balances of $275.4 million, an increase of $7.3 million from the prior fiscal year's restated fund balance of $268.1 million due to increased property tax revenues, revenues from charges for services, and investment income, which is partially offset by increased transfers out and capital project expenditures.

- At the end of the current fiscal year, the unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was $86.5 million, or approximately 62.9% of total General Fund expenditures, and transfers out.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: government-wide financial statements, fund financial statements, and notes to the basic financial statements. This report also contains supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide the reader with a broad overview of the City's finances, similar to a private-sector business.

The *Statement of Net Position* presents information on all the City's assets, deferred outflows, liabilities, and deferred inflows with the difference reported as Net Position. Over time, increases or decreases in Net Position may serve as a useful indicator of whether the financial position of the City is improving or declining.

The *Statement of Activities* presents information showing how the City's Net Position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. This is known as the full accrual basis of accounting.

Both government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or most of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include the following functions: General Government (city council, city manager, city attorney, city clerk, finance, human resources), fire, police, public services, community development, economic development, and library. The business-type activities of the City include airport, water, sewer, and stormwater.

The government-wide financial statements include not only the City itself (known as the primary government) but also the activities of its legally separate component unit, the Livermore Capital Projects Financing Authority (LCPFA). Since the City Council acts as the governing board for LCPFA and because this component unit functions as part of the City government, its activities are blended with those of the primary government. The government-wide financial statements can be found on pages 23-24 of this report.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been designated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental Funds
Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. This information may be useful in evaluating the City's near-term financial requirements. The basis of accounting in governmental funds is known as the modified accrual basis.

The focus of fund financial statements is narrower than that of government-wide financial statements. It is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, the reader may better understand the long-term impact of the City's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities. This is required because the government-wide statements are prepared on the full accrual basis of accounting while the fund statements are prepared on the modified accrual basis of accounting.

The governmental fund financial statements provide separate information for all major funds, while non-major funds are combined in a single column. In fiscal year 2024, the City identified two major governmental funds, which are the General Fund, and the Low-Income Housing Fund.

Proprietary Funds
The City maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its airport, water, sewer, and stormwater activities. *Internal service funds* are used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the management of its retained risk for general liability and workers' compensation, and for its fleet and equipment services, information technology, cybersecurity, and facilities rehabilitation.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for all four of the City's enterprise funds. These funds are Airport, Water, Sewer, and Stormwater. All the City's internal service funds are combined into a single, aggregated presentation in the propriety fund financial statements. Individual fund data for the internal service funds is provided in the *Supplemental Information* section of this report.

Fiduciary Statements
Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds activities are excluded from the City's government-wide financial statements because the City cannot use these assets to finance its own operations.

The City maintains two different types of fiduciary funds. The Private-Purpose Trust Fund is used to account for the assets and liabilities held in trust for the Successor Agency to the former Redevelopment Agency; and Custodial Funds are used to account for monies collected and disbursed in a custodial capacity for the Livermore Pleasanton Fire District JPA and other agencies. The fiduciary fund financial statements can be found on pages 35-36.

Notes to the Basic Financial Statements

The notes to the basic financial statements provide important additional information that is essential to a full understanding of the data reported in the government-wide and fund financial statements. The notes to the basic financial Statements are found on pages 37-91.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information related to the City's changes in net pension liability, employer's contribution to the pension plans, the Schedule of Changes in the City's OPEB Liability, the Schedule of Contributions for other post-employment benefits, and the budgetary comparison schedules for major governmental funds. Required supplementary information can be found on pages 93-102.

Individual fund data for non-major governmental funds, internal services funds, and fiduciary funds are presented immediately following the required supplementary information beginning on pages 103-133 of this report.

Government-wide Financial Analysis

As noted earlier, the City's net position serves as a useful indicator of whether the City's financial position is improving or deteriorating. Other factors, such as market conditions, should be considered when measuring the City's overall financial position. This analysis focuses on the net position and changes in net position of the City as a whole. As shown in the chart below, total government-wide assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $724.4 million, at the close of the most recent fiscal year.

Long-term liabilities, which consists mostly of claims, debt, compensated absences, pension, and postemployment benefit obligations, increased by $1.9 million from the previous year for governmental and business-type activities combined. The City's debt decreased by $7.0 million due to scheduled debt payments. The City's total pension liability increased by $8.8 million.

City of Livermore Net Position (in Millions)[1]	Governmental actitivies		Business-type activities		Total	
	2024	2023, restated*	2024	2023, restated*	2024	2023, restated*
Assets:						
Current and other assets	$ 289.8	$ 287.2	$ 172.5	$ 167.7	$ 462.3	$ 454.9
Capital assets	401.0	389.5	159.4	146.5	560.4	536.0
Total assets	**690.8**	**676.7**	**331.9**	**314.2**	**1,022.7**	**990.9**
Total Deferred outflows of resources	**52.7**	**52.4**	**6.8**	**6.9**	**59.5**	**59.3**
Liabilities:						
Long-term liabilities outstanding	259.1	257.0	32.9	33.1	292.0	290.1
Other liabilities	34.6	33.0	11.6	6.7	46.2	39.7
Total liabilities	**293.7**	**290.0**	**44.5**	**39.8**	**338.2**	**329.8**
Total Deferred inflows of resources	**7.8**	**11.2**	**11.9**	**12.9**	**19.7**	**24.1**
Net position:						
Net investment in capital assets	313.7	330.0	153.0	139.2	466.7	469.2
Restricted	187.2	189.5	-	-	187.2	189.5
Unrestricted	(58.9)	(91.6)	129.3	129.2	70.4	37.6
Total net position	**$ 442.0**	**$ 427.9**	**$ 282.3**	**$ 268.4**	**$ 724.3**	**$ 696.3**

** The prior year's amounts were not restated for the change the net OPEB liability measurement date*

[1] Numbers might not tie to financial statements due to rounding

By far, the largest portion of the City's net position ($466.7 million or 64.4%) reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the City is unlikely to use the capital assets themselves to liquidate these liabilities.

An additional portion of the City's net position ($187.2 million or 25.8%) represents resources that may be used only for specified capital projects, special revenue programs, or landscape and maintenance. The restrictions on these funds were placed there by outside agencies and are not subject to change by the City.

At the end of fiscal year 2024, except for unrestricted net position, the City is able to report positive balances in all reported categories of net position, both for the government as a whole, as well as for its separate business-type activities. The unrestricted category for governmental activities had a deficit balance of $58.9 million as of the end of fiscal year 2024. The deficit is caused primarily by $97.0 million in the unfunded pension liabilities and $25.5 million in postemployment liabilities including the related deferred inflows and outflows of resources. The unfunded net pension liabilities and net OPEB liabilities will be funded annually in accordance with actuarially determined contribution rates. The positive component of the governmental activities unrestricted net position, excluding the effects of pension and OPEB liabilities, is $63.6 million and may be used to meet the City's ongoing obligations to citizens and creditors.

Overall, the City's net position increased by $29.6 million to $724.4 million in fiscal year 2024 from $694.9 million for the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities and business-type activities.

Changes in Net Position (in Millions)[1]						
	Governmental Activities		Business-Type Activities		Total	
	2024	2023*, restated	2024	2023*, restated	2024	2023*, restated
Revenues						
Program revenues:						
Charges for services	$ 16.3	$ 16.7	$ 59.2	$ 52.2	$ 75.5	$ 68.9
Operating contributions and grants	12.2	15.8	0.8	0.6	13.0	16.4
Capital grants and contributions	10.0	3.3	2.3	2.7	12.3	6.0
Total program revenues	38.5	35.8	62.3	55.5	100.8	91.3
General revenues:						
Property taxes	46.6	44.8	-	-	46.6	44.8
Sales taxes	39.6	39.0	-	-	39.6	39.0
Other taxes	26.5	25.9	-	-	26.5	25.9
Intergovernmental	13.5	12.2	-	-	13.5	12.2
Investment income	11.5	4.0	5.9	0.8	17.4	4.8
Miscellaneous	6.2	8.8	-	-	6.2	8.8
Total general revenues	143.9	134.7	5.9	0.8	149.8	135.5
Total Revenues	182.4	170.5	68.2	56.3	250.6	226.8
Expenses						
General Government	19.6	15.5	-	-	19.6	15.5
Fire	28.7	25.4	-	-	28.7	25.4
Police	41.3	41.0	-	-	41.3	41.0
Public Works	25.6	21.4	-	-	25.6	21.4
Community Development	33.5	21.5	-	-	33.5	21.5
Economic Development	3.2	2.9	-	-	3.2	2.9
Library	8.8	6.9	-	-	8.8	6.9
Interest on long term debt	2.8	2.8	-	-	2.8	2.8
Airport	-	-	3.4	3.0	3.4	3.0
Water	-	-	19.5	18.3	19.5	18.3
Sewer	-	-	27.1	25.2	27.1	25.2
Stormwater	-	-	7.5	5.3	7.5	5.3
Total expenses	163.5	137.4	57.5	51.8	221.0	189.2
Increase (Decrease) in Net Position before transfers	18.9	33.1	10.7	4.5	29.6	37.6
Transfers, net	(3.5)	(2.3)	3.5	2.3	-	-
Changes in net position	**15.4**	**30.8**	**14.2**	**6.8**	**29.6**	**37.6**
Net position - Beginning as restated	426.7	397.2	268.4	261.6	695.1	658.8
Net position - Ending	$ 442.1	$ 428.0	$ 282.6	$ 268.4	$ 724.7	$ 696.4

** The prior year's amounts were not restated for the change the net OPEB liability measurement date*

[1] Numbers might not tie to financial statements due to rounding

Governmental Activities

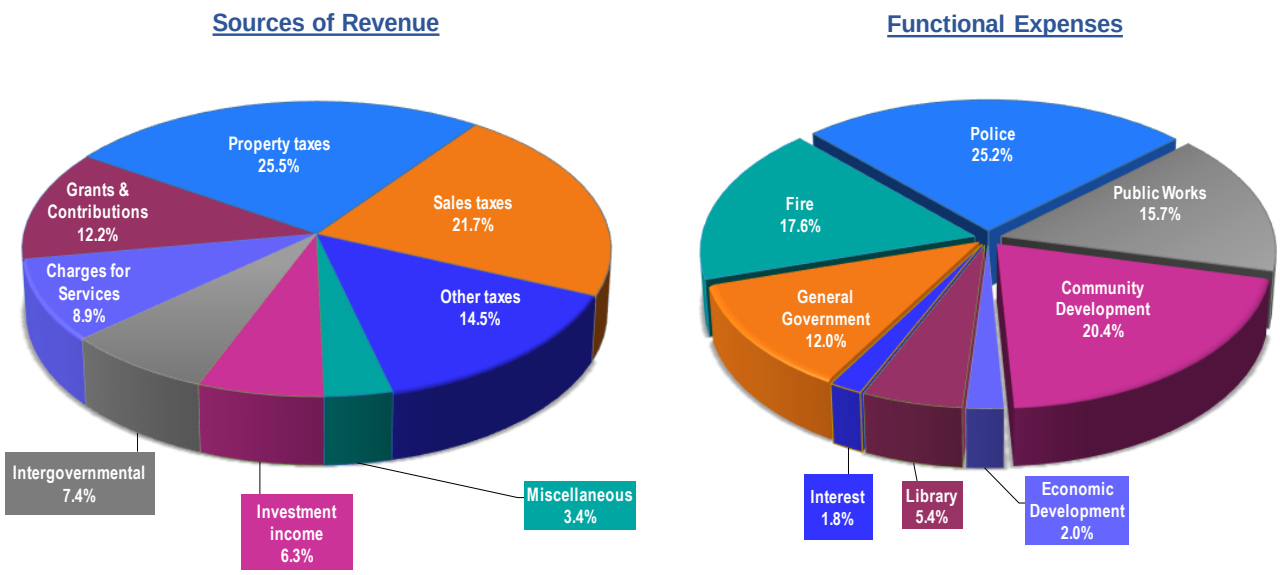
The *Statement of Activities* presents program revenues and expenses, and general revenues in detail. The City's governmental activities Net Position was $442.1 million on June 30, 2024, an increase of $15.4 million over the 2023 restated balance of $428.0 million.

Total revenues from governmental activities were $182.3 million. The largest component of total revenue is taxes at $112.7 million, making up 61.8% of total revenues. As shown in table on the previous page, $38.5 million, or 21.1%, of the City's Governmental Activities revenue in fiscal year 2024 came from program revenues out of which charges for services accounted for 8.9% of total governmental revenues while Operating and Capital Grants made up 12.2% of the total governmental revenues.

Program revenues for governmental activities increased by $2.7 million during the year due to an increase of $3.1 million for total grants and contributions, offset by a $0.4 million decrease in charges for services. General revenues experienced an increase of $9.2 million in the current year primarily due to an increase of $7.5 million in investment income, and $3 million increase in taxes. You can find additional details under the Fund Financial Statements Analysis.

The sources of the revenues shown previously are portrayed in the chart below by percentage for the Governmental Activities. The City's reliance upon tax revenues is evident from the sources of revenue chart, indicating that more than half of the City's total governmental activities revenue comes from general tax revenues. This is consistent with the nature and purpose of governmental funds, particularly in the General Fund, where programs are largely supported by general taxes.

Citywide Governmental Activities



Total expenses, including capital projects, were $163.4 million in the current fiscal year, an increase of $26.1 million from the prior year. The largest increases were in Community Development by $12.0 million, Public Works by $4.2 million, and General Government by $4.1 million.

The Functional Expenses chart above shows Police and Fire accounted for 42.9% of total governmental expenses while Community Development accounted for 20.4%, Public Works 15.7% and other governmental programs 21.0%.

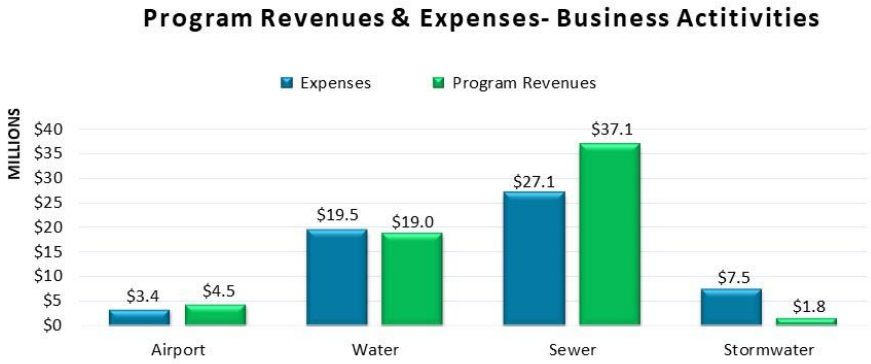
As shown in the graph below, during fiscal year 2024, the cost of all activities exceeded the revenue generated by those programs. This is to be expected as other general sources of revenues such as property taxes, sales taxes, other taxes, and investment income are used to subsidize the gap between program expenditures and program revenues.



Business-type Activities

For the City's business-type activities, the results for fiscal year 2024 were positive in that the overall net position increased to reach an ending balance of $282.3 million. The total increase in net position for business-type activities was $14.2 million or 5.3% from fiscal year 2023 net position. Overall business type program revenues increased by $6.8 million from fiscal year 2023 level of $55.5 million to $62.3 million in fiscal year 2024. The increase was mostly due to an increase of $6.9 million in charges for services.

Program expenses increased by $5.7 million to a total of $57.5 million in the current year. The major reason for the increase is related to increased personnel, insurance, and repair and maintenance projects.



Analysis of the Fund Statements

The table below summarizes the activities and balances of governmental funds. As of June 30, 2024, the City's governmental funds reported combined fund balances of $275.4 million, an increase of $7.3 million from the prior year ending fund balance of $268.1 million. Approximately 4.3% of this amount ($11.8 million) is available for spending at the government's discretion (unassigned fund balance). See Note 10 for detailed classifications of the City's governmental fund balances.

During fiscal year 2024, the City experienced an overall increase of $15.5 million in revenues for the governmental funds primarily due to increases in interest income, property tax, and charges for services.

Financial Highlights at Fund Level at June 30 (in Millions)

Governmental Funds	2024	2023*, restated
Total assets	$ 307.0	$ 301.0
Total liabilities	24.8	24.4
Total deferred inflows	6.8	8.5
Total fund balances	275.4	268.1
Total revenues	183.9	168.4
Total expenditures	169.2	147.0
Total other financing sources (uses)	(7.5)	39.3

** The prior year's amounts were not restated for the change the net OPEB liability measurement date*

The following are contributing factors affecting the revenues this fiscal year:

- Property tax revenues grew by almost $2.0 million in fiscal year 2024 primarily from assessed valuation growth.
- Overall sales tax revenues increased by approximately $0.5 million compared to the prior fiscal year as inflation and rising interest rates slowed large purchases.
- Use of money and property increased $9.8 million as interest rates rose throughout the year and the year-end market value adjustment loss narrowed in the current year.
- Charges for services revenue increased $3.8 million as certain impact fees and in-lieu fees were collected.
- Miscellaneous revenue decreased $4.2 million due a one-time settlement in fiscal year 2023.

In fiscal year 2024 expenditures for governmental funds totaled $169.2 million, an increase of $22.2 million (or 15.1%) from fiscal year 2023 total of $147.0 million. The largest contributor to the change was an increase of $8.0 million in capital projects and an increase of $1.0 million in debt service. The rest of the increases were due to increased Community Development and Public Works departments' repair and maintenance expenses. with increases of $6.5 million and $1.5 million, respectively. The fire department expenses increased by $3.1 million.

Analysis of Major Governmental Funds

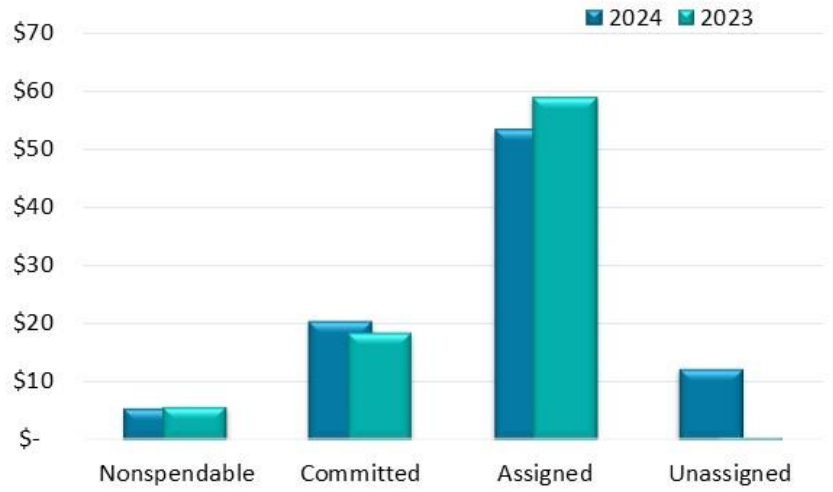
General Fund

The General Fund is the chief operating fund of the City of Livermore. At the end of the current fiscal year, the total fund balance of the General Fund was $92.1 million, out of which $12.3 million was unassigned.

As a measure of the General Fund liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total General Fund expenditures and transfers-out. The unassigned fund balance of $12.3 million represents approximately 8.9% of total General Fund expenditures and transfers out, while the total fund balance of $92.1 million represents approximately 66.7% of the same amount.

The non-spendable fund balance of $5.5 million represents balances set aside for specific items and therefore, are unavailable. The Committed Fund Balance of $20.7 million represents Financial Stabilization Operating Reserve which can only be used in a catastrophic event, major emergency, or in periods of severe fiscal crisis. The Assigned General Fund Balance of $53.6 million represents the Economic Uncertainty Reserve, CIP, and Infrastructure Replacement reserve. The Economic Uncertainty Reserve will be used during times of protracted recessionary periods. The Unassigned Reserve in this report shows a balance of $12.3 million. This amount is what can be used to allocate to other priorities for the City, and in fiscal year 2025 $10.1 million of the Unassigned Reserve has been allocated to increased expenditures in fiscal year 2025 for carryforward contracts ($1.0 million) and shifted to other reserves ($9.1 million). This leaves the balance of the Unassigned Reserve at $2.2 million. See Note 10 for further information.

Fund Balance Categories- General Fund



Local taxes, including property tax, sales taxes, transient occupancy tax, and business license taxes are the primary revenue source for the General Fund, constituting 74.1% of revenues in fiscal year 2024. These revenue sources are highly susceptible to economic fluctuations.

The General Fund revenues were $145.5 million in fiscal year 2024, a $3.1 million increase from fiscal year 2023 amount of $142.4 million. As discussed in detail under "The City's Fund Financial Statements", increase mainly came from property tax ($1.8 million), use of money and property ($6.6 million). Decreases came from miscellaneous ($7.2 million) and sales tax ($0.6 million) from the prior year. The decrease in miscellaneous was expected this year, as fiscal year 2023 had one-time revenues for a settlement and sale of property totaling $7 million. Adjusting for the one-time revenues in fiscal year 2023, ongoing miscellaneous revenue only had a decrease of $0.2 million in fiscal year 2024.

General Fund Statement of Revenues, Expenditures And Changes In Fund Balances (in Millions)	2024	2023
Revenues		
Property taxes and special assessments	$46.6	$44.8
Sales Taxes	39.6	39.0
Other taxes	21.8	21.4
Licenses and permits	3.4	4.0
Intergovernmental	13.5	12.2
Contributions from outside sources	0.1	-
Fines and forfeitures	0.3	0.4
Charges for current services	9.4	9.0
Use of money and property	10.4	3.8
Miscellaneous	0.6	7.8
Total Revenues	145.5	142.4
Expenditures		
Current:		
General Government:	16.0	15.8
Fire	28.0	24.9
Police	43.5	42.4
Public Works	8.7	8.7
Community Development	16.8	16.3
Economic Development	2.7	2.9
Library	6.8	6.3
Capital Outlay	0.3	1.3
Debt service:		-
Principal	0.0	-
Interest and fiscal charges	0.0	-
Total Expenditures	122.9	118.6
Excess (Deficiency) of Revenues over Expenditures	22.7	23.7
Other Financing Sources (Uses)		
Transfers in	0.7	0.3
Transfers (out)	-14.5	(8.2)
Total Other Financing Sources (Uses)	-13.8	(7.9)
Net Change in Fund Balances	8.1	15.1
Fund Balances- Beginning	83.9	68.8
Fund Balances- Ending	$ 92.1	$83.9

The next table on the following page shows the original budget, final amended budget, and the actual results for fiscal year 2024. The original budget was amended to reflect the change in economic expectations between the adoption of the original and final budget. The variances computed are between the final budget and actual results.

General Fund property tax revenues increased because of increased assessed values and home sales from the previous fiscal year and came in right at expectation. Use of money and property was $4.6 million over budget, and this was due to the increased interest rates on investments and the improvement of the unrealized market value adjustment of nearly $3.5 million that is not budgeted. Sales tax came in under budget by $1.3 million as increased interest rates slowed consumer spending.

From an expenditure perspective, total expenditures and transfers out came under budget. Expenditures for most departments were under budget for fiscal year 2024 primarily due to vacant positions. Community Development, Police, General Government, and capital projects accounted for $11.1 million under budget. The other departments variances totaled $1.1 million under budget, with Fire being the only department over budget for Livermore only expenditures by $0.2 million due to higher-than-expected expenses in utilities for the year.

General Fund Budgetary and Actual Variance Analysis (in Millions)

	Original Budget	Final Budget	Actual	Variance Final Budget to Actual Positive/ (Negative)	Variance Final Budget to Actual (%)
Revenues and transfers in:					
Property taxes	$46.6	$46.6	$46.6	$0.0	-0.1%
Sales taxes	40.8	40.8	39.6	-1.3	-3.12%
Other taxes	22.4	22.4	21.8	-0.6	-2.84%
Licenses and permits	3.5	3.5	3.4	-0.1	-4.03%
Intergovernmental	12.9	13.0	13.5	0.5	4.19%
Contritbutions from outside sources	0.0	0.0	0.1	0.1	#DIV/0!
Fines and forfeitures	0.4	0.4	0.3	0.0	-6.66%
Charges for current services	8.2	8.2	9.4	1.2	14.12%
Use of money and property	5.8	5.8	10.4	4.6	79.90%
Miscellaneous	0.5	0.5	0.6	0.0	7.00%
Total revenues	141.2	141.2	145.5	4.3	3.1%
Transfers in	2.0	2.0	0.7	-1.2	-62.58%
Total revenues and transfers in	$143.1	$143.2	$146.3	$3.1	2.15%
Expenditures and transfers out:					
General Government:	$17.0	$17.7	$16.0	$1.8	9.9%
Fire	27.8	27.8	28.0	-0.2	-0.8%
Police	46.2	46.8	43.5	3.2	6.9%
Public Works	10.1	10.1	8.7	1.4	13.9%
Community Development	20.3	21.0	16.8	4.2	19.9%
Economic Development	3.1	3.1	2.7	0.4	13.9%
Library	6.9	7.0	6.8	0.2	3.3%
Capital projects	1.9	2.3	0.3	1.9	85.8%
Debt service	0.0	0.0	0.8	-0.8	0.0%
Total expenditures	133.3	135.8	123.6	12.2	9.0%
Transfers out	14.4	14.4	14.5	-0.1	-0.9%
Total expenditures and transfers out	$147.6	$150.2	$138.2	$12.0	8.01%

Low Income Housing Fund

This fund is established to account for the receipt and disbursement of in-lieu low-income housing impact fees collected from developers and used to finance affordable housing developed offsite. Fiscal year 2024 revenues increased by $2.1 million mostly from a large housing fee collected in the year, while expenditures increased by $0.2 million due to slightly more new housing loans or notes activity in the current year.

Restatement of Notes Receivable

During the year end audit in fiscal year 2023 the City, at the direction of the City's auditor, reclassified low-income housing loans as assets and included low-income housing loans on the City's balance sheet. The City compiled its loans, and as a result, a beginning balance restatement of the City's housing notes receivables, totaling $45.4 million occurred. Over fiscal year 2024, the City's Finance division and Housing and Human Services division completed a very thorough inventory of the housing related notes receivables ensuring that all known loans are recorded correctly based on probable collectability that considers length of loans and position of repayment related to residual receipts. Following the completion of this reconciliation of the housing related loans, the City's notes receivable was restated again by ($6.5) million. Formal policy and procedures regarding issuance of loans is now in place to ensure proper recordation. Information on the City's notes receivable balances can be found in Note 5 of the financial statements. For more information on the beginning balance restatement, please see Note 19.

Analysis of Major Enterprise Funds

Airport Fund

The Livermore Municipal Airport is a General Aviation Reliever Airport, which serves private, business and corporate tenants and customers. Airport revenues are primarily comprised of short and medium-term hangar and tie-down space rents as well as Fixed Base Operator (FBO) and approved non-aeronautical ground rents. The Airport leases 393 hangar units and has 134 aircraft tie-down spaces. Approximately 465 aircraft are currently based at the Airport and all hangar units are occupied.

Operating revenue of $3.7 million was comparable to the previous fiscal year. Operating expenses increased by $0.4 million due to higher cost of sales, salaries, and benefits.

Net nonoperating revenues increased by $0.5 million due to increases in investment income ($0.2M), federal grant ($0.2M), and rental of city owned property ($0.1M) revenues. The federal grant revenue is composed of Covid CARES Act funding.

Water Fund

The Water Enterprise purchases potable water from water wholesaler Zone 7 Water Agency, and then distributes the water to customers in the Livermore Municipal Water service area. The City's municipal water service area has a combined residential and commercial customer base of approximately 10,600 water accounts. Each water bill consists of a flat rate City meter service charge based on the size of meter that is located at the property (fixed charge), a City consumption charge for water used at the property (variable charge), and pass-through of wholesale water charges.

Water operating revenue increased by 6% from $17.4 million to $18.4 million. The combined annual Livermore Municipal Water and Zone 7 rate increase was approximately 5%.

Operating expenses were $1 million higher compared to the prior year, primarily due to increases in the purchase of water from Zone 7. Net nonoperating revenues (expenses) increased by $1.4 million due to year end market value adjustment of the City's investments.

Sewer Fund

The Sewer Enterprise is responsible for the operation, maintenance, and periodic replacement of the City's sewer, collection system, wastewater treatment and recycled water production systems. It operates and maintains the Livermore Water Reclamation Plant, which provides wastewater treatment and disposal, and produces recycled water for landscape irrigation and other uses. The Plant currently treats approximately 5.3 million gallons of wastewater each day from throughout the Livermore area.

The Sewer Fund's net operating income was $4.6 million in the current fiscal year compared to $4.9 million in fiscal year 2023. Operating revenues were $1.4 million higher in the current year, primarily due to an increase in sewer rates. Revenue is expected to continue to rise as the City Council approved a comparable rate increase for the next fiscal year. Operating expenses of $26.4 million experienced a 7% increase from $24.7 million in the prior year. The increase is due to increases in cost of sales, salaries and benefits expenses and contracted services expense. The contracted services expense increase of $0.7 million was due to higher LAVWMA operations and maintenance expenditures.

Nonoperating revenues (expenses) increased by $7.5 million due to year end market value adjustment of the City's investments ($3.1 increase) and change in value in the JPA-LAVWMA investment ($4.4 million.) LAVWMA is a joint venture that operates the export pipeline connecting with the East Bay Discharges Authority's systems and discharges treated wastewater into San Francisco Bay.

Stormwater Fund

The Stormwater Enterprise is responsible for costs associated with the implementation of the City's stormwater management and discharge control program along with the operation and periodic replacement of the stormwater conveyance system. Operating revenues of $1.2 million remained flat while operating expenses rose by $2.1 million. The main driver behind the operating expenses increase was capital improvement program repair and maintenance which was $2.1 million higher than previous fiscal year. These expenditures consisted of repair projects related to 2023 major storm events.

Transfers in, composed of a transfer from the General Fund, rose by $1.2 million from $2.3 million to $3.5 million.

Capital Assets

GASB 34 requires the City to record all its capital assets including infrastructure. Infrastructure includes roads, bridges, signals, and similar assets used by the entire population. The City depreciates all its capital assets over their estimated useful lives, as required by GASB 34. The purpose of depreciation is to spread the cost of a capital asset over the years of its useful life so that an allocable portion of the cost of the asset is borne by all users.

The City's investment in capital assets for its governmental and business-type activities as of June 30, 2024, amounts to $560.0 million (net of accumulated depreciation). This investment in capital assets includes land, buildings, machinery, equipment, vehicles, roads, highways, and the water reclamation plant. At the end of fiscal years 2024 and 2023, the cost of capital assets recorded on the City's financial statements was as shown in the table as following.

Capital Assets at Year-end (in Millions)						
	Governmental actitivies		Business-type activities		Total	
	2024	2023	2024	2023	2024	2023
Land and Land Improvements	$ 43.8	$ 43.8	$ 14.0	$ 14.0	$ 57.8	$ 57.8
Intangible Assets	4.5	4.5	-	-	4.5	4.5
Construction in progress	61.4	85.3	27.6	14.1	89.0	99.4
Buildings	154.0	123.6	23.0	22.7	177.0	146.3
Equipment and vehicles	38.0	36.6	13.9	9.2	51.9	45.8
Infrastructure	392.0	375.0	-	-	392.0	375.0
Airport Infrastructure	-	-	12.0	12.0	12.0	12.0
Water Infrastructure	-	-	60.8	59.9	60.8	59.9
Sewer Infrastructure	-	-	143.3	142.1	143.3	142.1
Stormwater Infrastructure	-	-	112.6	112.3	112.6	112.3
Right-to-use subscription IT assets	4.0	4.0	0.4	0.4	4.4 0	4.4
Less accumulated depreciation and amortization	(297.0)	(283.3)	(248.3)	(240.3)	(545.3)	(523.6)
Totals	**$ 400.7**	**$ 389.5**	**$ 159.3**	**$ 146.4**	**$ 560.0**	**$ 535.9**

The total capital assets for fiscal year 2024 increased by approximately $24.1 million (or 4.5%) due to increased expenditures in the current year. Major capital asset expenditures during fiscal year 2023-24 included the following:

- Project 586003 L Street Garage had total costs of $15 million in fiscal year 2024, with expenses to date of $24.2 million. This project is continuing into fiscal year 2025, with anticipated substantially complete date in summer of 2025.

- Project 201931 WRP Primary and Secondary Treatment Improvements had total costs of $18.1 million in fiscal year 2024, with expenses to date of $23.5 million. This project is continuing into fiscal year 2025.

- Project 201830 City Hall HVAC and Central Plant Chiller Replacement had total costs of $2.8 million in fiscal year 2024, with expenses to date of $3.9 million. This project has since been completed in fiscal year 2025.

There were also several major projects that were complete and closed out in fiscal year 2024. Some of these completed projects include the following:

- I Street Garage – total cost $17.0 million
- New Civic Center Meeting Hall – total cost $11.4 million
- Livermorium Park - total cost $5.4 million
- WRP Emergency Generator - total cost $4.6 million
- Trevarno Road Water and Sewer Infrastructure - total cost $1.6 million

Additional information on capital assets may be found in Note 7 on pages 53-57 of this report.

Debt Administration

Each of the City's debt issues is discussed in detail in Note 8 to the financial statements. As of June 30, 2024, and 2023, the City's debt comprised the following:

Outstanding Debt (in Millions)						
	Governmental actitivies		Business-type activities		Total	
	2024	2023	2024	2023	2024	2023
Certificates of Participation	$ 80.1	$ 84.3	$ 6.2	$ 6.7	$ 86.3	$ 91.0
Notes payable	0.4	0.7	-	-	0.4	0.7
Capital Leases	4.5	5.4	0.2	0.2	4.7	5.6
Totals	**$ 85.0**	**$ 90.4**	**$ 6.4**	**$ 6.9**	**$ 91.4**	**$ 97.3**

The outstanding debt in the current fiscal year decreased by $5.4 million for the governmental activities and decreased by $0.5 million for business type activities. The $5.9 million total decrease in debt is due to continued payments and amortization of premiums on the 2020 and 2022 COPS, as well as other debt payments. Refer to note 8 for further information.

Economic Factors and Next Year's Budget

The economic factors affecting the City and its long-term financial plan are discussed in detail in the accompanying Transmittal Letter.

The total appropriation for fiscal year 2025 is $363.5 million for all City activities, including allocations to fund balance reserves. The fiscal year 2025 budget continues to provide resources for the City's long-term obligations, including fleet and information technology replacement needs, capital improvements, and other post-employment benefits.

Property tax revenue in fiscal year 2025 is projected to be $48.6 million, an increase of 4.3%, or $2.0 million, compared to current year's budgeted revenue as property values are expected to continue to rise because of additional development and increased property value. Sales tax is projected to be $41.9 million, an increase of 2.6%, or $1.1 million, for the next fiscal year compared to the current year's budgeted revenue. The City will evaluate the local economic conditions as well as the City's portfolio of the sales tax producers, and revise the sales tax forecast in next budget cycle, as appropriate. Use of money and property is projected to be $7.1 million, an increase of 23.7%, or $1.4 million compared to fiscal year 2024's budgeted revenue as interest rates rose causing increases to investment income. Other revenues have also been projected slightly upwards to reflect anticipated increase in demand for services.

The General Fund budget for fiscal year 2025 provides $148.8 million in resources, and $164.5 million in uses, including $7.7 million for the Capital Improvement Plan (CIP). The Proposed Financial Plan Update shows a General Fund budget shortfall of $15.7 million in fiscal year 2025 that will require use of capital reserves to fund $13.5 million in capital projects in fiscal year 2025, $1.4 million for contracts carried forward from fiscal year 2024, and $1.1 million of reserves for Police wage increases.

The General Fund's operating expenditures are projected to grow by $7.6 million to $141.1 million from fiscal year 2024 budgeted expenditures of $133.5 million with anticipated increases in employment-related costs, consulting services and other costs associated with the capital projects.

The fund balance for the General Fund at the end of operations for fiscal year 2025 is estimated at $83.6 million with $43.0 million in reserves and $5.4 million in spendable fund balance available for appropriations, excluding capital reserves.

Requests for Information

The Annual Comprehensive Financial Report is intended to provide a general overview of the City's finances for readers of the financial statements. Questions concerning any of the information in this report or requests for additional financial information should be addressed to the *Administrative Services Director, 1052 South Livermore Avenue, Livermore, CA 94550-4899.*

Statement of Net Position and Activities

The Statement of Net Position and the Statement of Activities summarize the entire City's financial activities and financial position. They are prepared on the same basis as is used by most businesses, which means they include all the City's assets, deferred outflows, liabilities, and deferred inflows as well as all its revenues and expenses. This is known as the full accrual basis—the effect of all the City's transactions is considered, regardless of whether or when cash changes hands, but all material internal transactions between City funds have been eliminated.

The Statement of Net Position reports the City's total assets, liabilities, and deferred inflows of resources, deferred outflows of resources and includes all the City's capital assets and all its long-term obligations. The Statement of Net Position presents similar information in a way that focuses the reader on the composition of the City's Net Position, by subtracting total liabilities and deferred inflows of resources from total assets and deferred outflows of resources.

The Statement of Net Position summarizes the financial position of the entire City's Governmental Activities in a single column and the financial position of the entire City's Business-Type Activities in a single column. These columns are followed by a Total column that presents the financial position of the entire City.

The City's Governmental Activities include the activities of its General Fund, along with all its Special Revenue, Capital Projects, and Debt Service Funds. Since the City's Internal Service Funds service these Funds, their activities are consolidated with Governmental Activities, after eliminating inter-fund transactions and balances. The City's Business-Type Activities include all its Enterprise Fund activities and a portion of the Internal Services Funds.

The Statement of Activities reports increases and decreases in the City's Net Position. It is also prepared on the full accrual basis, which means it includes all the City's revenues and all its expenses, regardless of when cash changes hands. This differs from the "modified accrual" basis used in the governmental Fund financial statements, which reflect only current assets, current liabilities, measurable and available revenues, and expenditures.

The format of the Statement of Activities presents the City's expenses first, listed by program, and follows these with the expenses of its business-type activities. Program revenues—that is, revenues which are generated directly by these programs—are then deducted from program expenses to arrive at the net expense of each governmental and business-type program. The City's general revenues are then listed in the Governmental Activities or Business-type Activities column, as appropriate, and the Change in Net Position is computed and reconciled with the Statement of Net Position.

Both these Statements include the financial activities of the City as well as the Livermore Capital Projects Financing Authority, which is a legally separate but is a component unit of the City because it is controlled by the City, which is financially accountable for its activities.

These financial statements along with the fund financial statements and notes are called *Basic Financial Statements*.

City of Livermore
Statement of Net Position
June 30, 2024

STATEMENT OF NET POSITION JUNE 30, 2024	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments in City Treasury (Note 3)	$ 234,676,667	$ 128,519,231	$ 363,195,898
Cash and investments with Trustees (Note 3)	24,566,464	-	24,566,464
Accounts receivables, net	12,777,260	6,534,208	19,311,468
Interest receivable	8,748,074	32,941	8,781,015
Lease receivables	500,220	11,622,452	12,122,672
Inventory	489,943	-	489,943
Internal balances (Note 4)	1,980,366	(1,980,366)	-
Prepaids, deposits and supplies	445,924	2,518,753	2,964,677
Notes receivable (Note 5)	43,047,473	-	43,047,473
Investment (Deficit) in JPA Equity (Note 14)	(41,351,423)	25,281,621	(16,069,802)
Land held for redevelopment (Note 1)	4,105,802	-	4,105,802
Land, easements and construction in progress (Note 7)	109,805,933	41,610,280	151,416,213
Capital assets, net of accumulated depreciation (Note 7)	288,775,710	117,448,105	406,223,815
Right-to-use subscription IT assets, net of accumulated amortization (Note 7)	2,371,893	327,897	2,699,790
Total Assets	690,940,306	331,915,122	1,022,855,428
DEFERRED OUTFLOWS OF RESOURCES			
Related to pension (Notes 11)	47,839,630	6,016,804	53,856,434
Related to OPEB (Notes 12)	4,871,642	822,518	5,694,160
Total Deferred Outflows of Resources	52,711,272	6,839,322	59,550,594
LIABILITIES			
Accounts payable and other accruals	12,308,828	8,936,905	21,245,733
Accrued payroll	2,480,031	501,849	2,981,880
Interest payable	857,241	56,397	913,638
Deposit payable and unearned revenue	8,129,183	1,246,128	9,375,311
Non-current liabilities:			
Due within one year:			
Claims payable (Note 15)	2,916,000	-	2,916,000
Accrued compensated absences (Note 8)	1,566,599	235,250	1,801,849
Long-term debt (Note 8)	6,353,571	617,894	6,971,465
Due in more than one year:			
Claims payable (Note 14B)	6,911,262	-	6,911,262
Accrued compensated absences (Note 8)	3,496,506	403,793	3,900,299
Long-term debt (Note 8)	80,860,390	6,086,766	86,947,156
Net pension liability (Note 11)	141,927,692	22,061,929	163,989,621
Net OPEB liabilities (Note 12)	25,918,432	4,376,004	30,294,436
Total Liabilities	293,725,735	44,522,915	338,248,650
DEFERRED INFLOWS OF RESOURCES			
Related to pension (Notes 11)	2,905,739	95,175	3,000,914
Related to OPEB (Notes 12)	4,470,107	754,721	5,224,828
Related to leases (Notes 6)	460,820	11,053,697	11,514,517
Total Deferred Inflows of Resources	7,836,666	11,903,593	19,740,259
NET POSITION (Note 10)			
Net investment in capital assets	313,739,575	153,013,844	466,753,419
Restricted:			
Capital improvement programs	66,367,353	-	66,367,353
Landscape and Maintenance	16,457,692	-	16,457,692
Affordable Housing	61,151,599	-	61,151,599
Park fee	5,451,442	-	5,451,442
Art programs	1,267,790	-	1,267,790
Grant programs	5,662,461	-	5,662,461
Gas tax and other transportation programs	27,340,418	-	27,340,418
Community services	3,542,424	-	3,542,424
Unrestricted	(58,891,579)	129,314,092	70,422,513
Total Net Position	$ 442,089,175	$ 282,327,936	$ 724,417,111

See Notes to Financial Statements

STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2024							
		Program Revenues			Net (Expense) Revenue and Changes in Net Position		
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental Activities:							
General Government	$ 19,629,578	$ 507,694	$ 455,210	$ -	$ (18,666,674)	$ -	$ (18,666,674)
Fire	28,701,042	1,328,778		-	(27,372,264)	-	(27,372,264)
Police	41,272,623	1,687,073	922,010	83,703	(38,579,837)	-	(38,579,837)
Public Works	25,620,346	352,778	4,030,435	-	(21,237,133)	-	(21,237,133)
Community Development	33,484,650	12,406,533	6,696,534	9,907,268	(4,474,315)	-	(4,474,315)
Economic Development	3,219,699	-	-	-	(3,219,699)	-	(3,219,699)
Library	8,758,604	9,327	119,111	-	(8,630,166)	-	(8,630,166)
Interest on long term debt	2,755,773	-	-	-	(2,755,773)	-	(2,755,773)
Total Governmental Activities	163,442,315	16,292,183	12,223,300	9,990,971	(124,935,861)	-	(124,935,861)
Business-type Activities:							
Airport	3,417,759	3,701,340	794,334	-	-	1,077,915	1,077,915
Water	19,510,518	18,401,633	42,386	546,765	-	(519,734)	(519,734)
Sewer	27,057,675	35,910,036	-	1,171,089	-	10,023,450	10,023,450
Stormwater	7,534,272	1,156,367	-	614,532	-	(5,763,373)	(5,763,373)
Total Business-type Activities	57,520,224	59,169,376	836,720	2,332,386	-	4,818,258	4,818,258
Total primary government	$ 220,962,539	$ 75,461,559	$ 13,060,020	$ 12,323,357	(124,935,861)	4,818,258	(120,117,603)
General revenues:							
Property taxes					46,585,299	-	46,585,299
Sales taxes					39,562,251	-	39,562,251
Business license taxes					15,148,648	-	15,148,648
Transient occupancy, franchise and other taxes					11,351,407	-	11,351,407
Intergovernmental, unrestricted					13,494,977	-	13,494,977
Investment income					11,527,765	5,857,983	17,385,748
Miscellaneous					6,150,811	-	6,150,811
Transfers, net (Notes 4 & 5)					(3,470,000)	3,470,000	-
Total general revenues and transfers					140,351,158	9,327,983	149,679,141
Change in Net Position					15,415,297	14,146,241	29,561,538
Net Position-Beginning, as previously reported					434,460,421	268,400,036	702,860,457
Restatement (Note 19)					(7,786,543)	(218,341)	(8,004,884)
Net Position-Beginning, as restated					426,673,878	268,181,695	694,855,573
Net Position-Ending					$ 442,089,175	$ 282,327,936	$ 724,417,111

Fund Financial Statements

Only individual major funds are presented in the Fund Financial Statements, while non-major funds are combined in a single column. Major funds are defined generally as having significant activities or balances in the current year.

The City has identified the funds below as major governmental funds:

General Fund

The General Fund is used for all the general revenues of the City not specifically levied or collected for other City funds and related expenditures.

Low Income Housing Special Revenue Fund

Established to account for the receipt and disbursement of in-lieu low-income housing impact fees collected from developers.

City of Livermore
Balance Sheet – Governmental Funds
June 30, 2024

GOVERNMENTAL FUNDS BALANCE SHEET JUNE 30, 2024	General Fund	Low Income Housing Special Revenue Fund	Other Governmental Funds	Total Governmental Funds
ASSETS				
Cash and investments in City Treasury (Note 3)	$ 84,630,776	$ 8,248,260	$ 116,946,205	$ 209,825,241
Cash and investments with Trustees (Note 3)	-	-	24,566,464	24,566,464
Accounts receivables, net	10,083,648	3,810	2,345,047	12,432,505
Lease receivables	500,220	-	-	500,220
Interest receivable	2,369,024	3,310,080	3,068,970	8,748,074
Advances to other funds (Note 4)	3,586,595	-	-	3,586,595
Prepaids and deposits	145,502	3,000	-	148,502
Notes receivable (Note 5)	64,369	33,733,505	9,249,599	43,047,473
Land held for redevelopment (Note 1)	1,704,483	2,401,319	-	4,105,802
Total Assets	$ 103,084,617	$ 47,699,974	$ 156,176,285	$ 306,960,876
LIABILITIES				
Accounts payable and other accrued liabilities	$ 4,180,470	$ 97,384	$ 6,211,728	$ 10,489,582
Accrued payroll and benefits	2,202,450	-	104,621	2,307,071
Deposit payable	807,945	7,537	2,253,379	3,068,861
Advance from other funds (Note 4)	400,000	-	3,586,595	3,986,595
Unearned rents and revenue	2,982,519	-	1,917,350	4,899,869
Total Liabilities	10,573,384	104,921	14,073,673	24,751,978
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	-	3,310,080	3,068,969	6,379,049
Deferred inflows of resources - leases	460,820	-	-	460,820
Total deferred inflows of resources	460,820	3,310,080	3,068,969	6,839,869
FUND BALANCES (Note 10)				
Nonspendable	5,540,349	3,000	-	5,543,349
Restricted	-	44,281,973	136,580,157	180,862,130
Committed	20,682,015	-	2,907,557	23,589,572
Assigned	53,568,176	-	-	53,568,176
Unassigned	12,259,873	-	(454,071)	11,805,802
Total fund balances	92,050,413	44,284,973	139,033,643	275,369,029
Total Liabilities, deferred inflows of resources, and fund balances	$ 103,084,617	$ 47,699,974	$ 156,176,285	$ 306,960,876

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION JUNE 30, 2024

Amounts reported for governmental activities in the statement of net position are different because:	
Amount reported in the Governmental Balance Sheet as Fund Balance	$ 275,369,029
CAPITAL ASSETS	
Capital assets used in Governmental Activities are not current assets or financial resources and therefore are not reported in the Governmental Funds.	378,297,032
Right-to-use subscription IT assets	
Right-to-use subscription IT assets used in governmental activities are not financial resources and therefore are not reported as assets in Governmental Funds.	2,081,895
ALLOCATION OF INTERNAL SERVICE FUND NET POSITION	
Internal service funds are not governmental funds. However, they are used by management to charge the costs of certain activities, such as insurance and central services and maintenance, to individual governmental funds. The assets and liabilities of the Internal Service Funds are therefore included in Governmental Activities in the following line items in the Statement of Net Postion.	
Cash and investments	24,851,426
Accounts receivable	344,755
Inventory	489,943
Internal balances	2,380,366
Prepaids, deposits and supplies	297,422
Capital assets	20,574,609
Deferred pension outflows	2,162,261
Deferred outflow of resources related to OPEB	293,236
Accounts payable and other accruals	(1,819,246)
Accrued payroll	(172,960)
Interest payable	(3,966)
Claims payable	(9,827,262)
Deposit payable	(160,453)
Subscription liability	(255,053)
Net pension liability	(7,928,402)
Net OPEB liabilities	(1,560,111)
Long term debt	(4,498,123)
Deferred inflow for resources related to pension	(34,203)
Deferred inflow for resources related to OPEB	(269,069)
ACCRUAL OF NON-CURRENT REVENUES AND EXPENSES	
Revenues which are reported as deferred inflows on the Fund Balance Sheets because they are not available currently are taken into revenue in the Statement of Activities.	6,379,049
LONG-TERM ASSETS AND LIABILITIES	
The assets and liabilities below are not due and payable in the current period and therefore are not reported in the Funds:	
Investment (Deficit) in JPA Equity	(41,351,423)
Compensated absences	(5,063,105)
Long-term debt	(80,448,045)
Subscription liability	(2,012,740)
Interest payable	(853,275)
Net OPEB liabilities	(24,358,321)
Deferred outflow of resources related to OPEB	4,578,406
Deferred inflow of resources related to OPEB	(4,201,038)
Net pension liability	(133,999,290)
Deferred outflow of resources related to pension	45,677,369
Deferred inflow of resources related to pension	(2,871,536)
NET POSITION OF GOVERNMENTAL ACTIVITIES	$ 442,089,177

GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2024

	General Fund	Low Income Housing-Special Revenue Fund	2022 COPS Construction Capital Projects Fund	Other Governmental Funds	Total Governmental Funds
REVENUES					
Property taxes and special assessments	$ 46,585,299	$ -		$ 4,686,394	$ 51,271,693
Sales Taxes	39,562,251	-		-	39,562,251
Other taxes	21,766,940	-		-	21,766,940
Licenses and permits	3,361,835	-		-	3,361,835
Intergovernmental	13,494,977	-		11,154,236	24,649,213
Fines and forfeitures	345,344	-		-	345,344
Charges for current services	9,390,184	4,803,807		6,098,880	20,292,871
Use of money and property	10,395,458	584,309		4,139,995	15,119,762
Contributions from outside sources	72,038	715		1,501,732	1,574,485
Miscellaneous	565,502	546,118		4,845,096	5,956,716
Total Revenues	145,539,828	5,934,949		32,426,333	183,901,110
EXPENDITURES					
Current:					
General Government:					
City Council	149,199	-		-	149,199
City Manager	2,599,416	-		653,804	3,253,220
City Attorney	2,373,224	-		-	2,373,224
Administrative Services	7,519,467	-		-	7,519,467
General Services	3,331,579	-		-	3,331,579
Fire	28,049,428	-		8,838	28,058,266
Police	43,538,187	-		1,328,862	44,867,049
Public Works	8,703,713	-		4,801,225	13,504,938
Community Development	16,832,592	1,192,923		9,205,429	27,230,944
Economic Development	2,686,915	-		40,529	2,727,444
Library	6,762,032	-		137,291	6,899,323
Capital Outlay:					
Capital projects	321,392	-		20,793,286	21,114,678
Debt service:					
Principal	763,280	-		3,974,418	4,737,698
Interest and fiscal charges	18,800	-		3,385,896	3,404,696
Total Expenditures	123,649,224	1,192,923		44,329,578	169,171,725
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	21,890,604	4,742,026		(11,903,245)	14,729,385
OTHER FINANCING SOURCES (USES)					
Transfers in (Note 4)	737,455	-		7,564,997	8,302,452
Transfers (out) (Note 4)	(14,507,398)	(257,012)		(989,042)	(15,753,452)
Total Other Financing Sources (Uses)	(13,769,943)	(257,012)		6,575,955	(7,451,000)
Net Change in Fund Balance	8,120,661	4,485,014		(5,327,290)	7,278,385
FUND BALANCES- BEGINNING, as previously reported	83,929,752	44,457,151	34,108,216	110,274,773	272,769,892
Restatement (Note 19)	-	(4,657,192)	(34,108,216)	34,086,160	(4,679,248)
FUND BALANCES- BEGINNING, as restated	83,929,752	39,799,959		144,360,933	268,090,644
FUND BALANCES- ENDING	$ 92,050,413	$ 44,284,973	$ -	$ 139,033,643	$ 275,369,029

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2024

Amounts reported for governmental activities in the statement of activities are different because:	
NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	$ 7,278,385
Amounts reported for governmental activities in the Statement of Activities are different because of the following:	
CAPITAL ASSETS TRANSACTIONS	
Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense.	
The capital outlay asset addition expenditures are therefore added back to fund balance	21,114,678
Depreciation expense is deducted from the fund balance	
(Depreciation expense is net of internal service fund depreciation of $2,004,933 which has already been allocated to internal service funds.)	(12,189,300)
LONG TERM DEBT PROCEEDS AND PAYMENTS	
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but in the Statement of Net Position the repayment reduces long-term liabilities.	
Premium on issuance recognized	(16,632)
Repayment of debt principal is added back to fund balance	3,974,418
Payment of principal on Subscription-based IT arrangements	763,280
Amortization of premium on long-term debt	584,173
ACCRUAL OF NON-CURRENT ITEMS	
The amounts below included in the Statement of Activities do not provide or (require) the use of current financial resources and therefore are not reported as revenue or expenditures in governmental funds (net change):	
Long-term compensated absences	(886,827)
Interest payable	81,384
Unavailable revenue	(1,573,498)
Change in equity in JPA	(374,675)
Governmental funds report City pension and OPEB contributions as expenditures. However in the Statement of Activities, the cost of pension and OPEB benefits earned net of employee contributions is reported as pension expense and OPEB expense.	
Deferred outflow of resources related to pension	(3,080,936)
Deferred inflow of resources related to pension	3,150,275
Change in net pension liability	(8,609,202)
Deferred outflow of resources related to OPEB	(1,952,615)
Deferred inflow of resources related to OPEB	(3,435,568)
Change in net OPEB liability	10,146,264
ALLOCATION OF INTERNAL SERVICE FUND ACTIVITY	
Internal Service Funds are used by management to charge the costs of certain activities, such as equipment acquisition, maintenance, and insurance to individual funds. The portion of the net revenue (expense) of these Internal Service Funds arising out of their transactions with governmental funds is reported with governmental activities, because they service those activities.	
Change in Net Position - All Internal Service Funds	(1,072,378)
Change in Net Position of Internal Service Funds reported with Business-Type Activities	1,514,071
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	$ 15,415,297

Major Proprietary Funds

Proprietary funds account for City operations financed and operated in a manner similar to a private business enterprise. The intent of the City is that the cost of providing goods and services be financed primarily through user charges.

The City has identified the funds below as major proprietary funds in fiscal year 2023-24.

Airport Fund

Established to account for the operations of the Livermore Municipal Airport.

Water Fund

Established to account for the operations of the self-supporting municipal water service. Services are rendered on a user charge basis and impact fees are collected for future water storage needs.

Sewer Fund

Established to account for operations of the self-supporting wastewater disposal plant, the export pipeline, impact fees collected for sewer connections, and urban runoff fees.

Stormwater Fund

Established to account for operations of the self-supporting storm water operations and impact fees collected for storm drain infrastructure.

Internal Service Funds

Internal service funds, which are used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its fleet of vehicles, maintenance of buildings, risk management services, and information technology services. The internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements.

PROPRIETARY FUNDS
STATEMENT OF NET POSITION
JUNE 30, 2024

	Business-Type Activities-Enterprise Funds					Governmental Activities-Internal Service Funds
	Airport	Water	Sewer	Stormwater	Totals	
ASSETS						
Current Assets:						
Cash and investments in City Treasury (Note 3)	$ 8,868,452	$ 37,419,069	$ 74,337,848	$ 7,893,862	$ 128,519,231	$ 24,851,426
Accounts receivables (net of allowable for uncollectibles)	476,009	2,394,421	971,626	2,692,152	6,534,208	344,755
Lease receivables	11,426,773	195,679	-	-	11,622,452	-
Interest receivables	32,491	450	-	-	32,941	-
Advances from other funds (Note 4)	-	-	400,000		400,000	-
Inventory	-	-	-	-	-	489,943
Prepaids, deposits and supplies	-	-	2,518,753	-	2,518,753	297,422
Total current assets	20,803,725	40,009,619	78,228,227	10,586,014	149,627,585	25,983,546
Noncurrent Assets:						
Investment in JPA-LAVWMA (Note 14)	-	-	25,281,621	-	25,281,621	-
Land and construction in progress (Note 7)	13,096,469	536,440	26,757,786	1,219,585	41,610,280	4,171,714
Capital assets, net of accumulated depreciation (Note 7)	7,850,166	30,248,742	60,026,434	19,322,763	117,448,105	16,112,897
Right-to-use subscription IT assets, net of accumulated amortization (Note 7)	-	54,649	249,826	23,422	327,897	289,998
Total noncurrent assets	20,946,635	30,839,831	112,315,667	20,565,770	184,667,903	20,574,609
Total assets	41,750,360	70,849,450	190,543,894	31,151,784	334,295,488	46,558,155
DEFERRED OUTFLOWS OF RESOURCES						
Related to pension (Note 11)	586,639	1,404,956	3,600,016	425,193	6,016,804	2,162,261
Related to OPEB (Note 12)	96,618	150,727	550,944	24,229	822,518	293,236
Total deferred outflows of resources	683,257	1,555,683	4,150,960	449,422	6,839,322	2,455,497
LIABILITIES						
Current Liabilities:						
Accounts payable and other accruals	179,407	2,205,106	6,308,413	243,979	8,936,905	1,819,246
Accrued payroll and benefits	46,332	115,719	303,886	35,912	501,849	172,960
Interest payable	32,199	21,575	2,398	225	56,397	3,966
Accrued compensated absences (Note 8)	25,655	46,975	149,602	13,018	235,250	-
Claims payable (Note 15)	-	-	-	-	-	2,916,000
Deposit payable	238,376	92,473	915,279	-	1,246,128	160,453
Long-term debt (Note 8):						
Due within one year	258,082	312,528	-	-	570,610	921,084
Total current liabilities	780,051	2,794,376	7,679,578	293,134	11,547,139	5,993,709
Noncurrent Liabilities:						
Accrued compensated absences (Note 8)	65,028	61,547	255,170	22,048	403,793	-
Claims payable (Note 15)	-	-	-	-	-	6,911,262
Subscription liability	-	55,370	253,122	23,730	332,222	255,053
Net pension liability (Note 11)	2,151,042	5,151,578	13,200,246	1,559,063	22,061,929	7,928,402
Net OPEB liabilities (Note 12)	514,041	801,901	2,931,162	128,900	4,376,004	1,560,111
Long-term debt (Note 8):						
Due in more than one year	3,681,164	2,120,664	-	-	5,801,828	3,577,039
Total non-current liabilities	6,411,275	8,191,060	16,639,700	1,733,741	32,975,776	20,231,867
Total liabilities	7,191,326	10,985,436	24,319,278	2,026,875	44,522,915	26,225,576
DEFERRED INFLOWS OF RESOURCES						
Related to pension (Note 11)	9,280	22,224	56,945	6,726	95,175	34,203
Related to OPEB (Note 12)	88,656	138,302	505,532	22,231	754,721	269,069
Related to leases (Note 6)	10,874,871	178,826	-	-	11,053,697	-
Total deferred inflows of resources	10,972,807	339,352	562,477	28,957	11,903,593	303,272
NET POSITION (Note 10)						
Net investment in capital assets	17,007,389	28,406,639	87,034,046	20,565,770	153,013,844	16,076,486
Unrestricted	7,262,095	32,673,706	82,779,053	8,979,604	131,694,458	6,408,318
Total net position	$ 24,269,484	$ 61,080,345	$ 169,813,099	$ 29,545,374	284,708,302	$ 22,484,804
Some amounts reported for *business-type activities* in the Statement of Net Position are different because certain internal service fund assets and liabilities are included with business-type activities.					(2,380,366)	
Net position business-type activities					$ 282,327,936	

City of Livermore

Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds

Year Ended June 30, 2024

PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2024

	Business-Type Activities-Enterprise Funds					Governmental Activities-Internal Service Funds
	Airport	Water	Sewer	Stormwater	Totals	
OPERATING REVENUES						
Charges for services	$ 3,304,896	$ -	$ 30,971,138	$ 1,156,297	$ 35,432,331	$ 15,382,645
Sales	381,462	18,382,595	-	-	18,764,057	-
Miscellaneous	14,982	19,038	43,764	70	77,854	618,450
Total Operating Revenues	3,701,340	18,401,633	31,014,902	1,156,367	54,274,242	16,001,095
OPERATING EXPENSES						
Cost of sales, salaries and benefits	1,954,655	15,480,602	11,200,355	4,211,899	32,847,511	4,477,801
Contracted services	248,857	372,048	5,392,635	729,037	6,742,577	3,859,236
Insurance premiums	84,910	368,259	881,429	117,538	1,452,136	6,357,119
Materials, supplies and other	69,855	175,206	1,691,654	81,103	2,017,818	1,114,370
Utilities	274,010	469,766	1,549,716	15,328	2,308,820	873,930
Depreciation and amortization	329,642	1,742,657	4,011,776	1,924,884	8,008,959	2,004,933
Repairs and maintenance	265,111	317,055	1,617,525	282,212	2,481,903	2,338,583
Total Operating Expenses	3,227,040	18,925,593	26,345,090	7,362,001	55,859,724	21,025,972
Operating Income (Loss)	474,300	(523,960)	4,669,812	(6,205,634)	(1,585,482)	(5,024,877)
NONOPERATING REVENUES (EXPENSES)						
Investment income	672,840	1,542,952	3,335,826	306,365	5,857,983	-
Interest and fiscal charges (expense)	(96,283)	(41,578)	(7,834)	(734)	(146,429)	(136,265)
Change of value from investment in JPA - LAVWMA	-	-	4,895,134	-	4,895,134	-
Other nonoperating revenues	794,334	42,386	-	-	836,720	35,825
Gain (loss) on disposal of surplus property	-	-	-	-	-	71,939
Net Nonoperating Revenues (Expenses)	1,370,891	1,543,760	8,223,126	305,631	11,443,408	(28,501)
Income (Loss) Before Contributed Assets and Transfers	1,845,191	1,019,800	12,892,938	(5,900,003)	9,857,926	(5,053,378)
Capital contributions	-	333,689	190,433	263,000	787,122	-
Capital contributions - Connection fees	-	213,076	980,656	296,152	1,489,884	-
Capital Grants	-	-	-	55,380	55,380	-
Transfers in (Note 4)	-	-	-	3,470,000	3,470,000	3,981,000
Transfers out (Note 4)	-	-	-	-	-	-
Change in net position	1,845,191	1,566,565	14,064,027	(1,815,471)	15,660,312	(1,072,378)
Total net position (deficit)-beginning, as previously reported	22,449,941	59,553,791	155,895,322	31,367,277		23,635,024
Restatement (Note 19)	(25,648)	(40,011)	(146,250)	(6,432)		(77,842)
Total net position -beginning, as restated	22,424,293	59,513,780	155,749,072	31,360,845		23,557,182
Total net position-ending	$ 24,269,484	$ 61,080,345	$169,813,099	$ 29,545,374		$ 22,484,804
Some amounts reported for *business-type activities* in the Statement of Activities are different because the portion of the net income of certain internal service funds is reported with the business-type activities					(1,514,071)	
Net business-type activities reported on the Statement of Activities					$ 14,146,241	

City of Livermore

Statement of Cash Flows – Proprietary Funds

Year Ended June 30, 2024

PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2024

	Business-Type Activities-Enterprise Funds					Governmental Activities-Internal Service Funds
	Airport	Water	Sewer	Stormwater	Totals	
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from customers	$ 4,252,685	$ 18,334,243	$ 31,649,314	$ 1,344,162	$ 55,580,404	$ 15,999,218
Payments to suppliers	(2,772,825)	(17,121,065)	(19,684,089)	(5,441,766)	(45,019,745)	(8,563,299)
Payments to employees	(650,626)	(15,016)	52,711	100,681	(512,250)	(5,037,248)
Claims paid	(84,910)	(368,259)	(881,429)	(117,538)	(1,452,136)	(5,813,178)
Receipts from other sources	14,982	19,038	43,764	70	77,854	-
Net cash provided by (used for) operating activities	759,306	848,941	11,180,271	(4,114,391)	8,674,127	(3,414,507)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Cash received from other funds	-	-	-	3,470,000	3,470,000	3,981,000
Cash transferred to other funds	-	-	(400,000)	-	(400,000)	-
Net cash provided by noncapital financing activities	-	-	(400,000)	3,470,000	3,070,000	3,981,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Capital Grants	-	-	-	55,380	55,380	-
Proceeds from sale of capital assets	-	-	-	-	-	71,939
Capital contributions	39,365	546,765	1,171,088	559,152	2,316,370	-
Capital asset additions	-	(480,315)	(19,905,091)	(575,093)	(20,960,499)	(4,549,257)
Long term debt:						
Repayment of principal	(209,640)	(255,333)	-	-	(464,973)	(771,577)
Interest paid	(137,373)	(91,089)	(320)	(30)	(228,812)	(138,286)
Net cash provided by (used for) capital and related financing activities	(307,648)	(279,972)	(18,734,323)	39,409	(19,282,534)	(5,387,181)
CASH FLOWS FROM INVESTING ACTIVITIES						
Investment Income (losses)	1,468,328	1,585,419	3,327,992	305,631	6,687,370	35,825
Net cash provided by (used for) investing activities	1,468,328	1,585,419	3,327,992	305,631	6,687,370	35,825
Net increase (decrease) in cash and cash equivalents	1,919,986	2,154,388	(4,626,060)	(299,351)	(851,037)	(4,784,863)
Cash and investments at beginning of period	6,948,466	35,264,681	78,963,908	8,193,213	129,370,268	29,636,289
Cash and investments at end of period	$ 8,868,452	$ 37,419,069	$ 74,337,848	$ 7,893,862	$ 128,519,231	$ 24,851,426
Reconciliation of operating income (loss) to net cash provided by operating activities:						
Operating income (loss)	$ 474,300	$ (523,960)	$ 4,669,812	$ (6,205,634)	$ (1,585,482)	$ (5,024,877)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:						
Depreciation and amortization	329,642	1,742,657	4,011,776	1,924,884	8,008,959	2,004,933
Pension and OPEB Expense	(669,718)	27,050	(49,863)	112,887	(579,644)	(412,864)
Change in assets and liabilities:						
Accounts receivable	563,751	(28,887)	(87,927)	187,865	634,802	(123,852)
Prepaids, deposits and supplies	-	-	(2,518,753)	-	(2,518,753)	(199,884)
Accounts payable and other accruals	39,663	(298,993)	4,320,355	(122,187)	3,938,838	305,486
Accrued payroll	(2,673)	19,390	58,488	8,239	83,444	5,192
Accrued compensated absences	21,765	(61,456)	44,086	(17,276)	(12,881)	-
Subscription liability	-	(7,395)	(33,806)	(3,169)	(44,370)	(167,706)
Deposits payable	2,576	(19,465)	766,103	-	749,214	-
Claims Payable	-	-	-	-	-	199,065
Net Cash provided by (Used for) operating activities	$ 759,306	$ 848,941	$ 11,180,271	$ (4,114,391)	$ 8,674,127	$ (3,414,507)
Non-cash transactions:						
Investment in LAVWMA JPA equity	$ -	$ -	$ 4,895,134	$ -	$ 4,895,134	$ -
Loss on disposal of capital assets	(2,000)	-	-	-	(2,000)	-
Amortization of premium	(39,330)	(46,888)	-	-	(86,218)	-
Capital assets contributed	-	333,689	190,433	263,000	787,122	-

Fiduciary Funds

Fiduciary funds account for assets held by the City acting as an agent for various functions. The City has the following fiduciary funds:

Successor Agency to the Livermore Redevelopment Agency Private Purpose Trust Fund

Established for the assets received from the City's former redevelopment agency in order to liquidate its enforceable obligations, pursuant to Assembly Bill X1 26 which dissolved redevelopment agencies in California.

Custodial Funds

Established to account for assets held by the City in a fiduciary capacity for special assessment districts, Livermore Pleasanton Fire Department, and agency pass through fees.

FIDUCIARY FUNDS
STATEMENT OF NET POSITION
June 30, 2024

	Successor Agency to the Livermore Redevelopment Agency Private-Purpose Trust Fund	Custodial Funds
ASSETS		
Cash and investments in City Treasury (Note 3)	$ 3,942,318	$ 16,024,955
Cash and investments with Trustees (Note 3)	2,050	2,365,844
Accounts receivable	-	83,803
Total Assets	3,944,368	18,474,602
LIABILITIES		
Accrued liabilities	-	4,207,065
Accrued interest	216,237	-
Deposits payable	-	5,733,426
Long-term debt (Note 18):		
Due within one year	1,642,489	-
Due in more than one year	13,307,790	-
Total Liabilities	15,166,516	9,940,491
NET POSITION		
Restricted for other organizations and governments	$ (11,222,148)	$ 8,534,111

FIDUCIARY FUNDS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED ON JUNE 30, 2024

	Successor Agency to the Redevelopment Agency Private-Purpose Trust Fund	Custodial Funds
ADDITIONS		
Property taxes and special assessment	$ 2,203,569	$ -
Investment income	2,045	-
Charges for services	-	53,195,490
Total Additions	2,205,614	53,195,490
DEDUCTIONS		
Recipient Payments	3,000	51,664,666
Debt service:		
Interest and fiscal charges	432,668	-
Total Deductions	435,668	51,664,666
Net Change in Net Position	1,769,946	1,530,824
NET POSITION		
Beginning of year	(12,992,094)	7,003,287
End of year	$ (11,222,148)	$ 8,534,111

Note 1 - Significant Accounting Policies

The City of Livermore was incorporated on April 1, 1876. The City operates under the Council-Manager form of government and provides the following services: public safety (police and fire), highways and streets, sewer, water, public improvements, planning and zoning, general administration services and housing services.

The accounting policies of the City conform with generally accepted accounting principles in the United States of America as applicable to governments. The following is a summary of these policies:

Reporting Entity

The accompanying basic financial statements present the financial activity of the City, which is the primary government presented, along with the financial activities of its component units, which are entities for which the City is financially accountable. Although they are separate legal entities, *blended* component units are in substance part of the City's operations and are reported as an integral part of the City's financial statements. The City's blended component unit is described below.

Component Units Included in the Reporting Entity

The **Livermore Capital Projects Financing Authority (LCPFA)** provides financing assistance to the City. The Authority is controlled by the City and has the same governing body as the City, which also performs all accounting and administrative functions for the Authority. Separate financial statements are not issued for the LCPFA.

Basis of Presentation

The City's basic financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

These Standards require that the financial statements described below be presented.

Government-wide Statements The Statement of Net Position and the Statement of Activities display information about the primary government (the City) and its component units. These statements include the financial activities of the overall City government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities.

Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Certain indirect costs are included in program expenses reported for individual functions and activities.

Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Separate statements for each fund category—*governmental, proprietary,* and *fiduciary*—are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

Proprietary funds distinguish operating revenues and expenses from non-operating items. O*perating* revenues and expenses generally result from exchange transactions associated with a proprietary fund's principal ongoing operations. Exchange transactions are those in which each party receives and gives up essentially equal values. The principal operating revenues of the City's enterprise funds, and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses. *Non-operating* revenues, such as subsidies and investment earnings, result from non-exchange transactions or ancillary activities.

Major Funds

The City's major governmental and business-type funds are identified and presented separately in the fund financial statements. All other funds, called non-major funds, are combined, and reported in a single column, regardless of their fund-type.

Major funds are defined as funds that have either assets, liabilities, revenues, or expenditures/expenses equal to ten percent of their fund-type total and five percent of the grand total. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds.

The City reported the following major governmental funds in the accompanying financial statements:

General Fund – The general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Low Income Housing Special Revenue Fund – Established to account for the receipt and disbursement of in-lieu low-income housing impact fees collected from developers.

The City reported the following business-type funds as major funds in the accompanying financial statements.

Airport Fund – Established to account for the operations of the Livermore Municipal Airport.

Water Fund – Established to account for the operations of the municipal water service. Services are rendered on a user charge basis and impact fees are collected for future water storage needs.

Sewer Fund – Established to account for operations of the wastewater disposal plant, the export pipeline, impact fees collected for sewer connections, and urban runoff fees.

Stormwater Fund – Established to account for operations of the storm water operations and impact fees collected for storm drain infrastructure.

The City also reports the following fund types:

Internal Service Funds – These funds are used to account for the financing of services and supplies provided by one City department to another on a cost-reimbursement basis. The City operates the Liability Insurance Reserve Fund, Workers Compensation Fund, Fleet and Equipment Services Fund, Information Technology Fund, and Facilities Rehabilitation Projects Fund.

Fiduciary Funds – These funds are used to account for assets held by the City as an agent for various functions. The financial activities of these funds are excluded from the City-wide financial statements but are presented in separate Fiduciary Fund financial statements. The City has the following three types of fiduciary funds:

Successor Agency to the Livermore Redevelopment Agency Private Purpose Trust Fund – Established for the assets received from the City's former redevelopment agency in order to liquidate its enforceable obligations, pursuant to Assembly Bill X1 26 which dissolved redevelopment agencies in California as of January 31, 2012. Funds received from the county to pay off enforceable obligations are held in this fund.

Custodial Funds – Established to account for assets held by the City in a purely custodial capacity. Custodial funds typically involve only the receipt, temporary investment, and remittance of fiduciary resources to individuals, private organizations, or other governments. Custodial Funds account for activities carried out exclusively for the benefit of that outside of the City but not administered through other fiduciary trusts or equivalent arrangements such as assessments for payments of certain conduit debt and other custodial activities as well as custodial activities related to the Livermore Pleasanton Fire District, JPA.

Basis of Accounting and Measurement Focus

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *full accrual basis of accounting.* Revenues are recorded when *earned* and expenses are recorded at the time liabilities are *incurred*, regardless of when the related cash flows take place. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Measurable means the amount of the transaction can be determined and available means the amount is collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City's accrual period is sixty days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability has incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pension and other postemployment benefits liabilities, and claims and judgments, are recorded only when payment is due. Thus, such amounts are not current liabilities as their settlement will not require expenditures of existing fund assets.

Financial resources usually are appropriated in other funds for transfer to a debt service fund in the period in which maturing debt principal and interest must be paid. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under financed purchases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source. All other revenue items including fines, license, and permits are considered to be measurable and available only when cash is received by the government.

The proprietary and fiduciary funds are reported using the economic resources measurement focus and accrual basis of accounting.

Cash and Investments

The City pools its available cash for investment purposes. The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from date of acquisition. Cash and cash equivalents are combined with investments and displayed as Cash and Investments.

In accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. The City participates in the Local Agency Investment Fund (LAIF), an investment pool managed by the State of California which invests a portion of the pooled funds in Structured Notes and Asset-backed Securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments.

In addition, these Structured Notes and Asset-backed Securities are subject to market risk due to change in interest rates. For purposes of the statement of cash flows of the proprietary funds types, cash and cash equivalents include all investments, as the City operates an internal cash management pool which maintains the general characteristics of a demand deposit account.

Restricted Cash and Investments

Restricted cash and investments include amounts held by fiscal agents for the redemption of bonded debt and for acquisition and construction of capital projects, for deposits held for others within the enterprise funds, and for amounts held in an irrevocable trust for pension activities.

Inventories and Prepaid items

Inventories are valued at cost on an average cost basis and consist of expendable supplies, fuel, and vehicle repair parts. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Receivables

During the course of normal operations, the City carries various receivable balances that are shown net of allowances for doubtful accounts for taxes, interest, services, utilities and special assessments.

Notes Receivable

For the purposes of the governmental fund financial statements, expenditures related to long-term notes arising from subsidy programs are charges to operations upon funding and the notes are recorded with an offset to an unavailable revenue account under the deferred inflows of resources section. For the purposes of the government-wide financial statements, long-term loans are not offset by unavailable revenue accounts.

Leases and Subscription Based Information Technology Arrangements (SBITA)

The City is a lessor for a noncancellable lease of a buildings, land and cell tower. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental and proprietary fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

The City has several leasing arrangements accounted for under GASB No. 96, Subscriptions Based Information Technology Arrangements. At the commencement of a subscription based information technology arrangement (SBITA), the City initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the lease liability is reduced by the principal portion of subscription payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for subscription payments made at or before the subscription commencement date, plus certain initial direct costs. Subsequently, the subscription asset is amortized on a straight-line basis over its useful life. Key estimates and judgments include how the Town determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) lease receipts. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee. The City monitors changes in circumstances that would require a remeasurement of its subscription and will remeasure the subscription if certain changes occur that are expected to significantly affect the amount of the subscription.

Subscription assets are reported with other capital assets and subscription liabilities are reported with long-term debt on the statement of net position.

Deferred Outflows of Resources and Deferred Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position or governmental fund balance sheet reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Pensions and Other Postemployment Benefits

For purposes of measuring the net pension and OPEB liabilities and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Livermore's California Public Employees' Retirement System (CalPERS) pension and Public Agency Retirement System (PARS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS and PARS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

Property Tax Levy, Collection and Maximum Rates

The State of California Constitution Article XIII(A) provides that the combined maximum property tax rate on any given property may not exceed one percent of its assessed value unless an additional amount for general obligation debt has been approved by voters. Assessed value is calculated at 100 percent of market value as defined by Article XIII(A), generally equivalent to the latest sale price, and may be increased by no more than two percent per year unless the property is sold or transferred. Assessed values may be reduced because of taxpayer-initiated re-assessments or declining sales prices. The State Legislature has determined the method of distribution of receipts from this tax levy among the counties, cities, school districts and other districts.

Secured property tax is due in two installments, on November 1 and February 1, and becomes a lien on those dates. It becomes delinquent on December 10 and April 10, respectively. Unsecured property tax is due on July 1 and become delinquent on August 31.

The term "unsecured" refers to taxes on personal property other than real estate, land, and buildings, such as airplanes, boats, etc. These taxes are secured by liens on the property being taxed.

Revenue Recognition for Water and Sewer Operations

Revenues from residential sewer customers are based on annual billings collected on the tax rolls by Alameda County. Revenues for sewer services provided but not billed at the end of the fiscal year are estimated and accrued.

Land Held for Redevelopment

Land held for redevelopment includes land parcels used to develop or redevelop blighted properties and are accounted for as investments on the balance sheet at the lower of cost or net realizable value or agreed-upon sales price if a disposition agreement has been made with a developer. Individual parcels which have experienced a market value decline are written down to estimated current market value. No appreciation is recorded if the current market value of an individual parcel exceeds cost.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Adoption of New Accounting Pronouncements

Implementation of GASB Statement No. 100

As of July 1, 2024, the District adopted GASB Statement No. 100, Accounting Changes and Error Corrections. The implementation of this standard requires additional presentation and disclosure requirements for accounting changes and error corrections. The financial statements have been updated to conform to the presentation requirements related to the accounting change in the financial statements for the year ended June 30, 2024. The additional disclosures required by this standard are included in Note 19.

Note 2 - Stewardship, Compliance and Accountability

Budgeting Procedures

The City adopts a biennial operating budget on or before June 30 for each of the ensuing two fiscal years for all funds except the Fiduciary Funds. The operating budget takes the form of a two-year financial plan which is adopted in its entirety by the City Council by a resolution. A mid-period review is conducted in the off-year and appropriations are adjusted accordingly. The fiscal year begins on July 1 and ends on June 30 of the following year. As Livermore is a general law city, it is not subject to a budgetary process prescribed by statute or charter.

The operating budget is subject to supplemental appropriations throughout its term to provide flexibility to meet changing needs and conditions. A resolution approving a supplemental appropriation is necessary when the original total appropriations for that fund would be exceeded. Similarly, supplemental appropriations and budget transfers between funds and projects need approval from the City Council. Budget adjustments within the same fund may be approved by the City Manager if the total appropriation does not exceed the total approved limit for that fund. All appropriations and encumbrances lapse at year-end. Valid outstanding encumbrances (those for which performance under executory contract is expected in the next fiscal year) are re-appropriated and become part of the subsequent year's budget.

The operating budget is on a program basis; however, the legal level of budgetary control is at the fund level. For governmental funds, the budget is prepared on a modified accrual basis consistent with generally accepted accounting principles (GAAP), except that land held for redevelopment is treated as an expenditure when purchased, proceeds from the disposition of this land is treated as revenue when measurable and available, and transfers (to) or from different fund categories are treated as budgetary resources (uses). Organizational priorities which have been developed by City Council and City staff are implemented at the program level.

Fund Balance Deficits / Net Position Deficits

As of June 30, 2024, none of the funds had a significant fund balance/net position deficit.

Note 3 - Cash and Investments

The City pools cash from all sources and all funds, except Cash and Investments held by Trustees, so that it can be invested at the maximum yield consistent with safety and liquidity, while individual funds can make expenditures at any time.

Policies

California Law requires banks and savings and loan institutions to pledge government securities with a market value of 110% of the City's cash on deposit, or first trust deed mortgage notes with a market value of 150% of the deposit, as collateral for these deposits. Under California Law this collateral is held in a separate investment pool by another institution in the City's name and the City is placed ahead of general creditors of the institution.

The City invests in individual investments and in investment pools. Individual investments are evidenced by specific identifiable *securities instruments*, or by an electronic entry registering the owner in the records of the institution issuing the security, called the book entry system. In order to increase security, the City employs the Trust Department of a bank as the custodian of certain City managed investments, regardless of their form.

The City's investments are carried at fair value, as required by generally accepted accounting principles. The City adjusts the carrying value of its investments to reflect their fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

Classification

Cash and investments are classified in the financial statements as shown below, based on whether or not their use is restricted under the terms of City debt instruments or Agency agreements.

Cash and investments in City Treasury	$ 363,195,898
Cash and investments with Trustees	24,566,464
Total City cash and investments	387,762,362
Cash and investments in Fiduciary Funds (Separate Statement)	
In City Treasury	19,967,273
With Trustees	2,367,894
Total Fiduciary cash and investments	22,335,167
Total cash and investments	$ 410,097,529

Cash and investments available for operations is used in preparing proprietary fund statements of cash flows because these assets are highly liquid and are expended to liquidate liabilities arising during the year.

Investments Authorized by the California Government Code and the City's Investment Policy

The City's Investment Policy and the California Government Code allow the City to invest in the following Investment types, provided the credit ratings of the issuers are acceptable to the City and the approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the California Government Code, or the City's Investment Policy where the City's Investment Policy is more restrictive.

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
California Local Agency Bonds*	5 years	A	None	None
U.S. Treasury Bills and Notes	5 years	N/A	None	None
Obligations issued by United States Government Agencies	5 years	N/A	None	None
Bankers Acceptances	180 days	A	40%	30%
Commercial Paper	270 days	A1/P1	10%	10%
Negotiable Certificates of Deposit	5 years	None	30%	None
Repurchase Agreements	1 year	None	20%	None
Reverse Repurchase Agreements	92 days	None	20%	None
Medium Term Corporate Notes	5 years	A	30%	None
Money Market Mutual Funds	5 years	Top rating category	15%	10%
Collateralized Notes, Bonds, or Other Obligations Secured by First Priority Security Interest	5 years	N/A	None	None
Certificates of Deposit	5 years	N/A	30%	None
California Local Agency Investment Fund	5 years	N/A	$75 million per	$75 million per
Passbook Savings Account	N/A	N/A	N/A	N/A
Supranationals	5 Years	AA	30%	None

* No Maximum Maturity or minimum rating on Bonds issued by the City of Livermore.

Under the City's Investment Policy, investments not described above are ineligible investments. In addition, the City may not invest any funds in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages in accordance with the California Government Code. Except for callable federal agency securities, any security that derives its value from another asset or index is prohibited. In addition, the City may not invest any funds in any security that could result in zero interest accrual if held to maturity.

Investments Authorized by Debt and Trust Agreements

The City and the Successor Agency to the former Redevelopment Agency must maintain required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if the City and/or the Successor Agency fail to meet their obligations under these debt issues. The California Government Code requires these funds to be invested in accordance with the City resolutions, bond indentures or State statutes.

The table below identifies the investment types that are authorized for investments held by fiscal agents.

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum % Allowed
U.S. Treasury Bills and Notes	No Limit	NA	No Limit
Federal and Local Agency Obligations	No Limit	NA	No Limit
Federal funds, unsecured certificates of deposit, time deposits & bankers acceptances	Not more than 360 days	A-1 or A-1+ by S&P and P-1 by Moody	No Limit
Commercial Paper	Not more than 270 days	A-1+ by S&P and P-1 by Moody	No Limit
Money Market Mutual Funds	No Limit	AAAm or AAAm-G or better by S&P	No Limit
Municipal Bonds	No Limit	Aaa or AAA or general obligations of states with a rating of A2/A or high by Moody, S&P, or Fitch	No Limit
California Local Agency Investment Fund (LAIF)	NA	NA	$75 million per account
Repurchase Agreements	6 mo. or less	Equal to or better than existing Certificates by Moody's	No Limit
Investment Agreements	No Limit	Equal to or better than existing Certificates by Moody's	No Limit
Pre-refunded municipal obligations	No Limit	Aaa by Moody's & AAA by S&P; if no Moody's rating, then must have been pre-refunded with cash.	No Limit

Interest Rate Risk

Interest rate risk represents how changes in market interest rates will adversely affect the fair value of an investment. Normally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City generally manages its interest rate risk by holding investments to maturity.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

Investment Type	12 Months or less	13 to 24 Months	25 to 60 Months	More than 60 Months	Total
U.S. Agencies Bond	$ 55,757,361	$ 39,760,267	$ 93,644,021	$ -	$ 189,161,649
California Local Agency Investment Fund	36,000,332	-	-	-	36,000,332
Money Market Fund	2,058,975	-	-	-	2,058,975
Supranational	-	-	15,744,356	-	15,744,356
U.S. Treasury Bond	-	-	46,855,217	-	46,855,217
Negotiable Certificates of Deposit	7,453,258	934,337	1,381,235	-	9,768,830
Commercial Paper	3,629,552	12,781,279	-	-	16,410,831
Corporate Notes	4,759,260	7,580,295	-	24,846,037	37,185,592
Mortgage-backed Security	-	2,756,073	7,892,617	-	10,648,690
Municipal Bonds	246,280	-	3,246,579	1,654,667	5,147,526
Total Investments	$ 109,905,018	$ 63,812,251	$ 168,764,025	$ 26,500,704	368,981,998
Cash Equivalent					41,115,531
Total Cash and Investments					$ 410,097,529

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the actual rating as of June 30, 2024 for each investment type as provided by Standard and Poor's investment rating service.

Investment Type	AAA	AA	A	BBB	Not Rated	Total
U.S. Agencies Bond	$ -	$ 189,161,649	$ -	$ -	$ -	$ 189,161,649
California Local Agency Investment Fund	-	-	-	-	36,000,332	36,000,332
Money Market Fund	-	-	-	-	2,058,975	2,058,975
Supranational	-	15,744,356	-	-	-	15,744,356
U.S. Treasury Bond	-	46,855,217	-	-	-	46,855,217
Negotiable Certificates of Deposit	-	-	-	-	9,768,830	9,768,830
Commercial Paper	-	-	16,410,831	-	-	16,410,831
Corporate Notes	5,302,185	16,819,240	15,064,167	-	-	37,185,592
Mortgage-backed Security	-	10,648,690	-	-	-	10,648,690
Municipal Bonds	-	5,147,526	-	-	-	5,147,526
Total Investments	$ 5,302,185	$ 284,376,678	$ 31,474,998	$ -	$ 47,828,137	368,981,998
Cash Equivalent						41,115,531
Total Cash and Investments						$ 410,097,529

Local Agency Investment Fund

The City is a participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City reports its investment in LAIF at the fair value amount provided by LAIF, which is the same as the value of the pool share. The balance is available for withdrawal on demand and is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage-backed securities, other asset-backed securities, loans to certain state funds, and floating rate securities issued by federal agencies, government-sponsored enterprises, United States Treasury Notes and Bills, and corporations. These investments matured in an average of 287 days. Money Market funds were available for withdrawal on demand at June 30, 2024 with an average maturity of 30 days or less.

Concentration of Credit Risk

Investments in the securities of any individual issuer, other than U. S. Treasury securities, mutual funds, and external investment funds that represent 5% or more of total investments are as follows on June 30, 2024:

Issuer	Type of Investments	Amount
Entity-wide:		
Federal Home Loan Bank	U.S. Agency Securities	$ 54,599,777
Federal Farm Credit Bank	U.S. Agency Securities	45,472,563

Fair Value Measurement of Investments

The City categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

- Level 1 - Quoted prices in active markets for identical assets that the City has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

- Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

- Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the City's own data. The City should adjust that data if reasonable available information indicates that other market participants would use different data or certain circumstances specific to the City are not available to other market participants.

The City's fair value measurements are as follows at June 30, 2024:

	Fair Value Measurements Using Levels			
	Level 1	Level 2	Level 3	6/30/2023
U.S. Agencies Bond	$ -	$ 189,161,649	$ -	$ 189,161,649
Supranational	-	15,744,356	-	15,744,356
U.S. Treasury Bond	-	46,855,217	-	46,855,217
Commercial Paper	-	16,410,831	-	16,410,831
Corporate Notes	-	37,185,592	-	37,185,592
Municipal Bonds	-	5,147,526	-	5,147,526
Negotiable Certificates of Deposit	-	8,114,163	1,654,667	9,768,830
Mortgage-backed Security	-	10,648,690	-	10,648,690
Total investments measured at fair value	$ -	$ 329,268,024	$ 1,654,667	330,922,691
Investments Measured at Amortized Cost:				
Money Market Mutual Funds				2,058,975
Investments Exempt from Fair Value Hierarchy:				
California Local Agency Investment Fund				36,000,332
Cash Equivalent				41,115,531
Total Cash and Investments				$ 410,097,529

The California Local Agency Investment Fund (LAIF) is valued using a factor provided in the Pooled Money Investment Account (PMIA) Performance Report by the State Treasurer's Office. Investments classified in Level 2, were valued using prices provided by the City's custodian bank. Fair value is defined as quoted market value on the last day of the period.

The City issued Pleasant View Limited Obligation Improvement Bonds, Series 2018 for and on behalf of Assessment District No.2016-2 in the amount of $967,537 on June 14, 2018, as a direct placement debt. The City also issued Trevarno Road Limited Obligation Improvement Bonds, Series 2021 for and on behalf of Assessment District No.2021-1 in the amount of $912,000 on January 6, 2022, as a direct placement debt. The City then purchased these bonds as an investment. These investments are not traded in the open market and, therefore, measured at Level 3 as per GASB Statement No. 72 since the valuation inputs for this bond are unobservable. As of June 30, 2024, the balance outstanding for these bonds is $1,654,667. Additional information is provided in Note 9.

Note 4 - Interfund Transactions

Current Interfund Balances

Current interfund balances arise in the normal course of business and represent short-term borrowings occurring as a result of expenditures which are paid prior to the receipt of revenues. These balances are expected to be repaid shortly after the end of the fiscal year when revenues are received. There were no current amounts due from one fund to another at June 30, 2024.

Transfers between Funds

With Council approval, resources may be transferred from one City fund to another. The purpose of the majority of transfers is to subsidize operations of programs and funds which are not self-sustaining. Less often, a transfer may be made to open or close a fund. Interfund transfers for the year ended June 30, 2024 are summarized below.

Fund Receiving Transfers	Fund Making Transfers	Amount Transferred	
General Fund	Non-Major Governmental Funds	$ 737,455	A
Non-Major Governmental Funds	General Fund	7,056,397	B
Non-Major Governmental Funds	Non-Major Governmental Funds	508,600	C
Internal Service Fund	General Fund	3,981,000	C
Stormwater Enterprise Fund	General Fund	3,470,000	C
Total Interfund Transfers		$ 15,753,452	

A - Transfer for reimbursement for administrative costs
B - Transfers of approximately $6.46 million for the debt service payments and the rest as operating subsidies
C - Operating subsidy

Long-Term Interfund Advances

The City's General Fund made an advance of $4,720,000 to the Other Impact Fees Special Revenue Fund for downtown revitalization and the loan will be repaid to the General Fund as the fees are collected. Payment of $287,800 was made during fiscal year 2023-2024. The balance as of June 30, 2024 is $3,586,595.

The City's Sewer Fund made an advance of $500,000 to the General Fund for replacement of Livermore's fire stations' alerting system and the loan will be repaid to the Sewer Fund over five years. Payment of $100,000 was made during fiscal year 2023-2024. The balance as of June 30, 2024 is $400,000.

Internal Balances

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the government's airport, water, stormwater, and sewer functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. Internal balances are presented in the government-wide financial statements only. They represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities.

Note 5 - Notes Receivable

As of June 30, 2024, Notes Receivables balances are as follows:

	General Fund	Housing Successor	Low Income Housing	Housing & Community Assistance	Other Local, State and Federal Grants	Other Special Revenue Funds	Total
Deferred Second Mortgage Program	$ -	$ 171,760	$ 217,350	$ 431,400	$ 1,638,134	$ -	$ 2,458,644
Subsidy Loan	-	253,260	-	-	-	-	253,260
Acquisition, Predevelopment & Development Loans	-	6,697,750	33,516,155	-	-	-	40,213,905
Other Loans	64,369	-	-	-	-	57,295	121,664
Totals	$ 64,369	$ 7,122,770	$ 33,733,505	$ 431,400	$ 1,638,134	$ 57,295	$ 43,047,473

The City administers a Deferred Second Mortgage Program. Under the Program, individuals with incomes below a certain level are eligible to receive low interest loans, secured by second deeds of trust, to help purchase their home or rehabilitate it. Upon approval of loans, the City disburses the funds, arranges for, and collects repayments.

As part of the Valley Care Senior Housing Project, Housing Successor Fund provided a subsidy loan in the amount of $1,137,691. The loan bears four percent compound interest annually on the outstanding principal and interest balance. Payment of $134,277.24 is due annually until the loan is fully paid off. The outstanding balance on this loan on June 30, 2024, is $253,260.

The former Redevelopment Agency (RDA) engaged in programs designed to encourage construction of or improvement to low-to-moderate income housing. Under these programs, loans are provided under favorable terms to homeowners or developers who agree to expend these funds in accordance with the Agency's terms.

With the dissolution of the former Redevelopment Agency the City became the Successor to the former Redevelopment Agency's housing activities and as a result, the Housing Successor Fund assumed the notes receivable of the former Redevelopment Agency's Low- and Moderate-Income Housing Fund. The balances of the notes receivable in the Housing Successor Fund at June 30, 2024 are $6,697,750.

The City's Low Income Housing Fund provides affordable rental housing opportunities for low- and moderate-income households. Funding is provided to the developers by subsidizing the acquisition, construction, and rehabilitation of affordable rental housing. Terms vary among notes with most ranging from 55 years to 65 years with the interest rate at 3%. The balances of the notes receivables at June 30, 2024 are $33,516,155.

There are two other loans. In fiscal year 2022-23, the City entered into an agreement with 2205 Railroad Avenue LLC for the development of a four-story hotel site and received a note for $64,369. The note is interest-free and is due no later than December 31, 2025.

In July 1990 and September 1992, the City and California Water Service Company ("Calwater") entered into agreements to make annual payments for a term of 40 years to the City of Livermore for water lines sold to Calwater under Consolidated Refunding District 2002, College Avenue. The balance outstanding on this loan on June 30 2024 is $57,295.

Note 6 - Lease Receivables

The City, as a lessor, has entered into long-term non-cancelable lease agreements for buildings, parking lots, land, facilities, and cell sites, which expire at various dates through 2061. During the year ended June 30, 2024, the City recognized $755,138 and $424,995 in lease revenue and interest revenue, respectively, pursuant to these contracts. As of June 30, 2024, the City has a receivable for lease payments of $12,122,671, and a balance of deferred inflow of resources of $11,514,517. The future lease payments were discounted at a rate of 1.92% to 3.57%, depending on the length of the lease.

Note 7 - Capital Assets

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are valued at acquisition cost. Some capital assets may be acquired using Federal and State grant funds, or they may be contributed by developers or other governments. Generally accepted accounting principles requires that these contributions be accounted for as revenues at the time the capital assets are contributed.

The City's policy is to capitalize infrastructure with a cost exceeding $100,000 and other capital assets with a cost exceeding $25,000 and with useful lives exceeding one year.

The City has recorded all its public domain (infrastructure) capital assets, which include roads, bridges, curbs and gutters, streets and sidewalks, drainage systems and lighting systems in its government–wide financial statements.

All capital assets with limited useful lives are depreciated over their estimated useful lives. The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of the assets. The amount charged to depreciation expense each year represents that year's pro rata share of the cost of capital assets.

Depreciation of all capital assets is charged as an expense against operations each year and the total amount of depreciation taken over the years, called accumulated depreciation, is reported on statement of Net Position as a reduction in the book value of the capital assets.

Depreciation of capital assets in service is provided using the straight-line method which means the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. The City has assigned the useful lives listed below to capital assets.

Buildings	25-50 years
Improvements	3-50 years
Equipment	3-20 years
Library books	3-20 years
Licensed Vehicles	3-20 years
Infrastructure	25-50 years

Capital Asset Additions and Retirements

Capital asset activity for the year ended June 30, 2024 comprises the following:

	Balance June 30, 2023	Additions	Retirements and adjustments	Transfers/ Reclassification	Balance at June 30, 2024
Governmental Activities					
Governmental Fund Capital Assets					
Capital assets not being depreciated:					
Land	$ 43,845,981	$ -	$ -	$ -	$ 43,845,981
Intangible asset - easement	4,542,933	-	-	-	4,542,933
Construction in progress	83,458,338	20,765,603	(6,001)	(46,972,634)	57,245,306
Subtotal	131,847,252	20,765,603	(6,001)	(46,972,634)	105,634,220
Capital assets being depreciated, cost:					
Office equipment	2,652,672	-	-	-	2,652,672
Other equipment	9,470,846	-	-	-	9,470,846
Library books	2,062,340	-	-	-	2,062,340
Licensed vehicles	289,991	-	-	-	289,991
Infrastructure	362,432,966	355,076	-	16,651,181	379,439,223
Buildings	123,639,310	-	-	30,321,453	153,960,763
Subtotal	500,548,125	355,076	-	46,972,634	547,875,835
Accumulated Depreciation:					
Office equipment	(2,449,988)	(46,172)	-	-	(2,496,160)
Other equipment	(7,032,301)	(299,292)	-	-	(7,331,593)
Library books	(2,062,340)	-	-	-	(2,062,340)
Licensed vehicles	(223,514)	(23,031)	-	-	(246,545)
Infrastructure	(203,186,675)	(8,533,650)	-	-	(211,720,325)
Buildings	(48,790,612)	(2,565,448)	-	-	(51,356,060)
Subtotal	(263,745,430)	(11,467,593)	-	-	(275,213,023)
Net Governmental Funds capital assets being depreciated	236,802,695	(11,112,517)	-	46,972,634	272,662,812
Right-to-use subscription IT assets being amortized					
Right-to-use subscription IT assets	3,399,931	-	-	-	3,399,931
Accumulated amortization	(596,329)	(721,707)	-	-	(1,318,036)
Net right-to-use subscription IT assets	2,803,602	(721,707)	-	-	2,081,895
Total Governmental Funds capital assets	$ 371,453,549	$ 8,931,379	$ (6,001)	$ -	$ 380,378,927

	Balance at June 30, 2023	Additions	Retirements and Adjustments	Transfers/ Reclassification	Balance at June 30, 2024
Internal Service Fund Capital Assets					
Capital assets not being depreciated:					
Construction in progress	$ 1,871,891	$ 3,079,233	$ -	$ (779,411)	$ 4,171,713
Subtotal	1,871,891	3,079,233	-	(779,411)	4,171,713
Capital assets being depreciated, cost:					
Office equipment	2,767,772	-	-	-	2,767,772
Other equipment	1,133,100	174,066	-	121,477	1,428,643
Infrastructure	12,406,587	-	-	-	12,406,587
Buildings	-	-	-	359,934	359,934
Licensed vehicles	18,227,342	1,298,458	(538,972)	298,000	19,284,828
Subtotal	34,534,801	1,472,524	(538,972)	779,411	36,247,764
Accumulated Depreciation:					
Office equipment	(2,449,610)	(102,316)	-	-	(2,551,926)
Other equipment	(582,120)	(72,876)	-	-	(654,996)
Infrastructure	(3,939,926)	(411,031)	-	-	(4,350,957)
Buildings	-	-	-	-	-
Licensed vehicles	(11,845,948)	(1,267,511)	536,472	-	(12,576,987)
Subtotal	(18,817,604)	(1,853,734)	536,472	-	(20,134,866)
Net Internal Service Fund capital assets being depreciated	15,717,197	(381,210)	(2,500)	779,411	16,112,898
Right-to-use subscription IT assets being amortized					
Right-to-use subscription IT assets	592,396	-	-	-	592,396
Accumulated amortization	(151,199)	(151,199)	-	-	(302,398)
Net right-to-use subscription IT assets	441,197	(151,199)	-	-	289,998
Total Internal Service Funds	18,030,285	2,546,824	(2,500)	-	20,574,609
Governmental activity capital assets, net	$ 389,483,834	$ 11,478,203	$ (8,501)	$ -	$ 400,953,536

	Balance June 30, 2023	Additions	Retirements and adjustments	Transfers/ Reclassification	Balance at June 30, 2024
Business-type activities					
Capital assets not being depreciated:					
Land	$ 13,380,924	$ -	$ -	$ -	$ 13,380,924
Land improvements	634,433	-	-	-	634,433
Construction in progress	14,119,881	20,368,391	(100,475)	(6,792,874)	27,594,923
Subtotal	28,135,238	20,368,391	(100,475)	(6,792,874)	41,610,280
Capital assets being depreciated:					
Office equipment	647,780	-	-	-	647,780
Other equipment	7,831,585	-	-	4,696,286	12,527,871
Licensed Vehicles	709,592	-	-	-	709,592
Airport infrastructure	11,990,733	-	-	-	11,990,733
Water infrastructure	59,937,565	-	-	889,437	60,827,002
Sewer infrastructure	142,092,226	30,500	-	1,207,151	143,329,877
Storm Drain infrastructure	111,308,669	263,000	-	-	111,571,669
Stormwater infrastructure	1,011,473	-	-	-	1,011,473
Buildings	22,657,719	359,721	-	-	23,017,440
Subtotal	358,187,342	653,221	-	6,792,874	365,633,437
Accumulated Depreciation:					
Office equipment	(396,518)	(58,750)	-	-	(455,268)
Other equipment	(1,581,568)	(459,143)	-	-	(2,040,711)
Licensed Vehicles	(314,046)	(34,177)	-	-	(348,223)
Airport infrastructure	(10,430,338)	(78,294)	-	-	(10,508,632)
Water infrastructure	(30,248,666)	(1,662,505)	-	-	(31,911,171)
Sewer infrastructure	(94,200,763)	(3,298,718)	-	-	(97,499,481)
Storm Drain infrastructure	(91,099,318)	(1,875,160)	-	-	(92,974,478)
Stormwater infrastructure	(243,504)	(44,651)	-	-	(288,155)
Buildings	(11,710,837)	(448,376)	-	-	(12,159,213)
Subtotal	(240,225,558)	(7,959,774)	-	-	(248,185,332)
Net capital assets being depreciated	117,961,784	(7,306,553)	-	6,792,874	117,448,105
Right-to-use subscription IT assets being amortized					
Right-to-use subscription IT assets	426,266	-	-	-	426,266
Accumulated amortization	(49,184)	(49,185)	-	-	(98,369)
Net right-to-use subscription IT assets	377,082	(49,185)	-	-	327,897
Business-type activity capital assets, net	$ 146,474,104	$ 13,012,653	$ (100,475)	$ -	$ 159,386,282

Depreciation and Amortization Allocation

Depreciation expense was charged to functions and programs based on their usage of the related assets. The amount allocated to each function or program was as follows:

	Depreciation and amortization	
	Governmental Activities	Business-Type Activities
General Government	$ 2,413	$ -
Fire	312,199	-
Police	335,394	-
Public Works	11,269,881	-
Community Development	1,559,260	-
Library	715,086	-
Airport	-	329,642
Water	-	1,742,657
Sewer	-	4,011,776
Storm Water	-	1,924,884
Total Depreciation Expense	$ 14,194,233	$ 8,008,959

Note 8 - Long-Term Liabilities

Long-Term Debt Schedule:

The City's debt comprises bonds, loans, notes, certificates of participation (COP), and refunding certificates of participation. Certificates of participation are similar to debt; they allow investors to participate in a share of guaranteed payments, which are made by the City. Because they are similar to debt, the present value of the total of the payments to be made by the City is recorded as long-term debt. Details of the individual debt issues and transactions are set forth below:

	Balance at June 30, 2023	(Retirements)	Balance at June 30, 2024	Current Portion
Governmental Activities				
Certificates of Participation:				
2020A, 4%, 2042	$ 7,080,000	$ (230,000)	$ 6,850,000	$ 260,000
Unamortized Premium	1,220,848	(64,255)	1,156,593	64,255
2020B, 4%, 2030	30,348,750	(2,718,660)	27,630,090	2,826,794
Unamortized Premium	4,948,909	(519,918)	4,428,991	519,919
2022, 5%, 2052	40,215,000	(665,000)	39,550,000	695,000
Unamortized Premium	482,323	(16,632)	465,691	16,632
Housing & Urban Development Loan, varies, 2030 *	727,439	(360,759)	366,680	90,758
Internal Service Funds:				
Financed Purchase:				
Banc of America Equipment Purchase Loan	5,354,242	(856,119)	4,498,123	921,084
Total governmental activities debt	$ 90,377,511	$ (5,431,343)	$ 84,946,168	$ 5,394,442
Business-type Activities				
Airport				
Certificates of Participation:				
2020B, 4%, 2030	$ 3,395,949	$ (176,008)	$ 3,219,941	182,567
Unamortized Premium	582,343	(39,330)	543,013	39,330
Financed Purchase:				
Banc of America Equipment Purchase Loan	209,925	(33,633)	176,292	36,185
Water				
Certificates of Participation:				
2020B, 4%, 2030	2,360,303	(255,332)	2,104,971	265,640
Unamortized Premium	375,109	(46,888)	328,221	46,888
Total business-type activities debt	$ 6,923,629	$ (551,191)	$ 6,372,438	$ 570,610

** Private Placement Debt*

Long Term Debt

2020 Certificates of Participation

On June 25, 2020, the City issued tax-exempt **2020 Certificates of Participation (2020 COP)** to refinance the 2011 COP, 2014 COP Series A and 2014 COP Series B. There are two semi-annual debt service payments, consisting of principal payments due annually on April 1 and interest payments due on October 1 and April 1, which are payable solely from and secured by the lease payments made by the City to the Public Property Financing Corporation of California. Lease payments will be made by the City pursuant to the Lease Agreement for the use and occupancy of the Leased Property, which comprises of the City's police facility and civic center library located in the City's Civic Center.

The **2020 Certificates of Participation Series A** (2020 COP Series A) are qualified 501(c)(3) certificates and are issued in the principal amount $7,465,000 to refund the 2014 COP Series A (Livermore Valley Performing Arts Center Refunding) and to pay certain costs of executing and delivering the 2020 Series A Certificates.

Lease payments for 2020 COP Series A will be made by the pledged revenue of the Host Community Impact Fee Special Revenue Fund.

The City issued $42,035,000 principal amount of **2020 Certificates of Participation Series B,** (2020 COP Series B) to refund the outstanding principal balance of $14,945,000 for the 2011 COP and $35,530,000 for the 2014 COP Series B as well as to fund certain costs of executing and delivery of the Certificates. Lease payments for 2020 COP Series B will be made by the General Fund, Airport Enterprise Fund, and Water Enterprise Fund.

2022 Certificates of Participation

On November 1, 2022, the City issued tax-exempt **2022 Certificates of Participation (2022 COP)** to finance the design and construction of a parking garage to provide adequate parking for all existing and new development and other improvements of the City and pay certain costs of executing and delivering the Certificates. There are two semi-annual debt service payments, consisting of principal payments due annually on April 1 and interest payments due on October 1 and April 1, which are payable solely from and secured by the lease payments made by the City to the Public Property Financing Corporation of California. Lease payments will be made by the City pursuant to the Lease Agreement for the use and occupancy of the Leased Property, which comprises of the City's police facility and civic center library located in the City Hall and the Civic Center Meeting Hall. Lease payments for 2022 COP will be made by the General Fund.

Hud Section 108 Loans – Direct Borrowing:

In fiscal year 2010, the City received a Section 108 loan in the amount of $1,320,000 from the Department of Housing and Urban Development to purchase the Hagemann Farms. The principal payments are due annually from 2012 through 2030. As of June 30, 2024, the outstanding loan balance was $140,000.

In May 2014, the City entered into a Public Participation Jurisdiction (PPJ) agreement with Alameda County and the Cities of Dublin and Pleasanton to jointly repay a $1,250,000 Section 108 loan guarantee from the US Department of Housing and Urban Development (HUD). This loan was obtained to renovate a building owned by Axis Community Health at 5925 West Las Positas Boulevard, Pleasanton, to expand medical and mental health services throughout the Tri-Valley region. The City of Pleasanton drew $950,000 only since Alameda County paid its share of $300,000 in cash. The City of Livermore has committed to pay $387,505 or approximately 41% of the total loan amount of $950,000. As of June 30, 2024, the outstanding loan balance was $226,680. Payment of the loan is made out of the Other State, Federal, and Local Grants Fund.

Financed Purchase

Bank of America Equipment Purchase Loan

On October 24, 2012, the City entered into an equipment purchase agreement with Bank of America Public Capital Corp to install photovoltaic panels and streetlights throughout the City. The present value of minimum lease payments in the amount of $12,538,957 were initially reported on the financial statements. Rental payments are due in 180 uneven monthly payments ranging from $69,892 to $115,868 and include interest at the rate of 2.59%. Monthly lease payments began on November 24, 2013 and end on October 24, 2028. Because loan payments did not begin until construction was completed in November 2013, the accrued interest of $110,494 for July through October was capitalized and added to the principal balance at that time. Loan payments are being made by the Facilities Rehabilitation Internal Service Fund and the Airport Enterprise Fund.

Debt Service Requirements

Debt service requirements are shown below for all long-term debt, including financed purchase obligations.

For the Year Ending June 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2025	$ 4,793,636	$ 3,316,877	$ 484,391	$ 208,186
2026	5,043,782	3,127,642	505,124	188,928
2027	5,199,770	2,930,913	528,522	168,826
2028	5,454,950	2,726,782	551,386	147,840
2029	4,885,702	2,519,340	540,944	126,236
2030-2034	15,172,063	10,160,483	1,576,728	372,812
2035-2039	11,083,972	7,671,611	900,126	175,746
2040-2044	10,501,018	5,261,689	413,982	16,686
2045-2049	9,720,000	3,167,313	-	-
2050-2052	7,040,000	697,369	-	-
Total	$ 78,894,893	$ 41,580,019	$ 5,501,203	$ 1,405,260
Premium, net of amortization	6,051,275		871,235	
	$ 84,946,168		$ 6,372,438	

Subscription-Based Information Technology Arrangements

A subscription-based IT arrangement (SBITA) is defined as a contractual agreement that conveys control of the right to-use another entity's IT asset, alone, or in conjunction with a tangible capital asset, for a minimum contractual period of greater than one year, in an exchange or exchange-like transaction. The City enters into SBITAs such as software licenses downloaded or available remotely, data storage, and hardware necessary to use the IT asset. The related obligations are presented in the amounts equal to the present value of SBITA payments, payable during the remaining SBITA term. As the licensee, the City recognizes a SBITA liability and an associated intangible-SBITA asset on the Statement of Net Position.

The City has several leasing arrangements accounted for under GASB No. 96, Subscriptions Based Information Technology Arrangements. These arrangements are summarized below.

Licensee Activities

The City has accrued liabilities for eight subscription based information technology (IT) arrangements as of June 30, 2024. Software subscriptions accrued provide the City with remote desktops capabilities, and enterprise application functionality. The remaining liability for these subscriptions is $2,600,015 as of June 30, 2024, respectively. Right to use assets, net of amortization, for these subscriptions is $2,699,790 as of June 30, 2024. Interest expense recognized on these subscriptions was $87,080 for the fiscal year ended June 30, 2024. Principal payments of $975,356 were recognized in the year ended June 30, 2024. Final payment on these subscription arrangements is expected in fiscal year 2033.

	Balance at June 30, 2023	Additions (Retirements)	Balance at June 30, 2024	Current Portion
Governmental Activities				
Governmental Fund Capital Assets				
Subscriptions payable	$ 2,776,020	$ (763,280)	$ 2,012,740	$ 785,260
Internal Service Fund Capital Assets				
Subscriptions payable	422,759	(167,706)	$ 255,053	173,869
Total governmental activities	$ 3,198,779	$ (930,986)	$ 2,267,793	$ 959,129
Business-type Activities				
Water				
Subscriptions payable	$ 62,765	$ (7,395)	$ 55,370	$ 7,881
Sewer				
Subscriptions payable	286,928	(33,806)	253,122	36,026
Stormwater				
Subscriptions payable	26,899	(3,169)	23,730	3,377
Total business-type activities	$ 376,592	$ (44,370)	$ 332,222	$ 47,284

The City's schedule of future payments included in the measurement of leases payable is as follows:

For the Year Ending June 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2025	$ 959,128	$ 62,117	$ 47,284	$ 9,442
2026	776,559	36,528	50,329	8,098
2027	282,020	16,086	53,513	6,668
2028	78,492	7,107	56,839	5,147
2029	83,291	4,877	60,314	3,531
2030-2031	88,303	2,510	63,943	1,817
Total	$ 2,267,793	$ 129,225	$ 332,222	$ 34,703

Compensated Absences

Compensated absences are comprised of unused vacation leave and certain compensated time off and are accrued as earned. Compensated absences are liquidated by the fund that has recorded the liability. The long-term portion of governmental activities compensated absences is liquidated primarily by the General Fund. The liability for compensated absences is determined annually. For all governmental funds, amounts expected to be paid out for permanent liquidations due to terminations and retirements are recorded as fund liabilities; the long-term portion is recorded in the Statement of Net Position. Sick pay does not vest and is not accrued.

The change in compensated absences for the fiscal year 2024 was as follows:

	Governmental Activities	Business Type Activities	Total
Beginning balance	$ 4,176,278	$ 651,924	$ 4,828,202
Additions	4,020,297	550,487	4,570,784
Payments	(3,133,470)	(563,368)	(3,696,838)
Ending balance	$ 5,063,105	$ 639,043	$ 5,702,148
Current portion	$ 1,566,599	$ 235,250	$ 1,801,849

Note 9 - Special Assessment District Debt with No City Commitment

Special assessment districts, including Mello Roos Districts, exist in various parts of the City to provide improvements to properties located in those districts. Properties are assessed for the cost of improvements; these assessments are payable over the term of the debt issued to finance the improvements and must be sufficient to repay this debt. The City acts solely as the collecting and paying agent for the special assessment district debt issues below, but it has no direct or contingent liability or moral obligation for the payment of this debt. This debt is not included in the general debt of the City. The outstanding balance of each of these issues as of June 30, 2024 is as follows:

District	Balance at June 30, 2023	Additions (Retirements)	Balance at June 30, 2024	Current Portion
Community Facilities District No. 2009-1 (El Charro)				
2015 Refunding Special Tax Note	$ 16,354,647	$ (515,145)	$ 15,839,502	$ 542,906
2016 Special Tax Bonds	4,213,707	(109,207)	4,104,500	113,466
Unamortized Discount	(1,263,613)	32,749	(1,230,864)	(34,026)
2017 Special Tax Note	2,447,036	(127,039)	2,319,997	133,074
Community Facilities District No. 1999-1 (Tri-Valley Technology Park)				
Special Tax Bonds Series 2015	9,285,000	(1,035,000)	8,250,000	1,065,000
Unamortized Discount	(49,082)	6,849	(42,233)	(6,849)
Community Facilites District No. 2016-2 (Shea Properties)				
Special Tax Refunding Bonds, Series 2016	8,160,000	(360,000)	7,800,000	385,000
Unamortized Discount	(254,170)	6,451	(247,719)	(13,402)
Assessment District 2016-2 (Pleasant View)				
Improverment Bonds, Series 2018	880,000	(20,000)	860,000	25,000
Assessment District 2021-1 (Trevarno Road)				
Improverment Bonds, Series 2022	912,000	(117,333)	794,667	16,000
Total	$ 40,685,525	$ (2,237,675)	$ 38,447,850	$ 2,226,169

Community Facilities District (CFD) No. 2009-1 (El Charro)

2015 Refunding Special Tax Note – On June 1, 2015, the City on behalf of El Charro CFD No. 2009-1 entered into a special tax loan agreement with Livermore Premium Outlets, LLC. This loan was issued to refund the remaining principal amounts of the 2012 and 2014 loans.

2016 Special Tax Bonds – On September 1, 2016 the City on behalf of El Charro CFD No. 2009-1 entered into a special tax loan agreement with Crosswinds Church. The Bonds were issued to fund certain public infrastructure improvements within the CFD.

2017 Special Tax Note – On July 14, 2017 the City on behalf of El Charro CFD No. 2009-1 entered into a special tax loan agreement with Livermore Investments, LLC. This loan was issued to fund certain public infrastructure improvements within the CFD.

Community Facilities District No. 1999-1 (Tri-valley Technology Park) Special Tax Bonds, Series 2015
On May 28, 2015, the City sponsored the issuance of the Community Facilities District No. 1999-1 (Tri-valley Technology Park) Special Tax Bonds, Series 2015. The Bonds were issued to defease and refund remaining principal amount of Community Facilities District No. 1999-1 (Tri-valley Technology Park) Special Tax Bonds, Series 2000.

Community Facilities District No. 2016-2 (Shea Properties) Special Tax Refunding Bonds, Series 2016
On December 22, 2016, the City sponsored the issuance of Community Facilities District No. 2016-2 (Shea Properties) Special Tax Refunding Bonds, Series 2016. The bonds were issued to defease and refund the remaining principal amount of the Community Facilities District No 2006-1 (Shea Properties) Special Tax Bonds, Series 2006.

Assessment District No. 2016-2 (Pleasant View) Limited Obligation Improvement Bonds, Series 2018
On June 14, 2018, the City issued bonds to fund certain public infrastructure improvements within the assessment district. The improvements included connections to the sanitary sewer service system, installation of streetlights, fire hydrants, provide for emergency vehicle access, and the addition of sidewalk curb and gutters to the required standards of the City. For additional information, see Note 3.

Assessment District No. 2021-1 (Trevarno Road) Limited Obligation Improvement Bonds, Series 2022
On January 6, 2022, the City issued bonds to fund certain public infrastructure improvements within the assessment district. The improvements included connections to the sanitary sewer service system and improvements to the water infrastructure. For additional information, see Note 3.

Note 10 - Net Position and Fund Balances

Net Position is measured on the full accrual basis, while Fund Balance is measured on the modified accrual basis. Net Position is the excess of all the City's assets and deferred outflows of resources over all its liabilities and deferred inflows of resources, regardless of fund. Net Position is divided into three captions. These captions apply only to Net Position, which is determined only at the Government-wide level, and are described below:

Net Investment in Capital Assets describes the portion of Net Position which is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets. See table below for calculation of Net Investment in Capital Assets from portions of the Statement of Net Position.

	Governmental Activities	Business-Type Activities	Total
Net Assets:			
Land, easements and construction in progress	$ 109,805,933	$ 41,610,280	$ 151,416,213
Capital assets, net of accumulated depreciation	288,775,710	117,448,105	406,223,815
Right-to-use subscription IT assets, net of accumulated amortization	2,371,893	327,897	2,699,790
Total Net Assets:	**400,953,536**	**159,386,282**	**560,339,818**
Less Debt Related to Assets:			
Long-term debt (current portion)	(6,353,571)	(523,326)	(6,876,897)
Long-term debt (due in more than one year)	(80,860,390)	(6,181,334)	(87,041,724)
Total Debt Related to Assets:	**(87,213,961)**	**(6,704,660)**	**(93,918,621)**
Net Investments in Capital Assets	**$ 313,739,575**	**$ 152,681,622**	**$ 466,421,197**

Restricted describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter. These restrictions principally include developer fees received for use on capital projects and debt service requirements.

Unrestricted describes the portion of Net Position which is not restricted as to use.

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted-net position and unrestricted-net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted-net position to have been depleted before unrestricted-net position is applied.

Fund Balances

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund's cash and receivables, less its liabilities. The City's fund balances are classified in accordance with Governmental Accounting Standards Board Statement Number 54 (GASB 54), Fund Balance Reporting and Governmental Fund Type Definitions, which requires the City to classify its fund balances based on spending constraints imposed on the use of resources.

Each category in the following hierarchy is ranked according to the degree of spending constraint:

Non-spendables represents balances set aside to indicate items do not represent available, spendable resources even though they are a component of assets. Fund balances required to be maintained intact, such as Permanent Funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, and land held for redevelopment are included. However, if proceeds realized from the sale or collection of non-spendable assets are restricted, committed or assigned, then non-spendable amounts are required to be presented as a component of the applicable category.

Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose.

Committed fund balances have constraints imposed by formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken to remove or revise the limitation.

Assigned fund balances are amounts constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. Intent is expressed through Council resolution and/or budget document or its designee (City Manager) and may be changed at the discretion of the City Council or its designee. This category includes Non-spendables, when it is the City's intent to use proceeds or collections for a specific purpose, and residual fund balances, if any, of Special Revenue, Capital Projects and Debt Service Funds which have not been restricted or committed.

Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual general fund balance and residual fund deficits, if any, of other governmental funds.

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance.

Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Detailed classification of the City's fund balances as of June 30, 2024 are below:

Fund Balance Classifications	General Fund	Low Income Housing-Special Revenue Fund	Other Governmental Funds	Total
Nonspendable:				
Items not in spendable form:				
Prepaids and deposits	$ 145,502	$ 3,000	$ -	$ 148,502
Leases	39,400	-	-	39,400
Advances and notes receivable	3,650,964	-	-	3,650,964
Land held for redevelopment	1,704,483	-	-	1,704,483
Total Nonspendable Fund Balances	5,540,349	3,000	-	5,543,349
Restricted for:				
Alameda County Transportation programs	-	-	12,375,037	12,375,037
Gas tax program	-	-	14,965,381	14,965,381
Grant Programs	-	-	5,449,491	5,449,491
Host Community Impact program	-	-	1,368,438	1,368,438
Housing and human services programs	-	44,281,973	10,703,547	54,985,520
Maintenance Program	-	-	16,457,692	16,457,692
Capital improvements programs	-	-	66,367,353	66,367,353
Park program	-	-	5,451,442	5,451,442
PEG program	-	-	1,601,650	1,601,650
Art programs	-	-	1,267,790	1,267,790
Solid waste and recycling program	-	-	282,847	282,847
Street sweeping program	-	-	289,489	289,489
Total Restricted Fund Balances	-	44,281,973	136,580,157	180,862,130
Committed for:				
Financial stabilization arrangement	14,493,394	-	-	14,493,394
Pension 115 Trust	6,188,621	-	-	6,188,621
Open space acquisition and management	-	-	2,907,557	2,907,557
Total Committed Fund Balance	20,682,015	-	2,907,557	23,589,572
Assigned for:				
Economic Uncertainty Reserve	18,613,813	-	-	18,613,813
CIP Reserves	34,954,363	-	-	34,954,363
Total Assigned Fund Balances	53,568,176	-	-	53,568,176
Unassigned:				
General Fund and other funds	12,259,873	-	(454,071)	11,805,802
Total Unassigned Fund Balances	12,259,873	-	(454,071)	11,805,802
Total Fund Balances	$ 92,050,413	$ 44,284,973	$ 139,033,643	$ 275,369,029

Minimum Operating Reserve Policy

On June 13, 2016 the City adopted a resolution to update the City's Fund Balance Policy. Special Revenue, Debt Service and Capital Projects Funds have no minimum funding levels due to the nature of the funds. The minimum funding levels of the policy are highlighted below.

General Fund

The Committed General Fund Financial Stabilization Operating Reserve minimum funding level is 15% of operating expenditures plus debt service transfers to be used in a catastrophic event or in a major emergency or in periods of severe fiscal crisis. The Assigned General Fund Economic Uncertainty Reserve minimum funding level is 13.5% of operating expenditures plus debt service transfers to be used during times of severe economic distress such as protracted recessionary periods. State raids on local resources, or other impactful unforeseen events which greatly diminish the financial ability of the City to deliver core services. The Unassigned General Fund balance minimum funding level is 1.5% of operating expenditures plus outgoing debt service transfers.

Enterprise Funds

The Airport and Water Funds' unrestricted net position minimum balance is 12.5% (or 45 days' worth of working capital) and 33% (or 120 days' worth of working capital) of operating expenditures plus debt service requirements respectively. The Sewer Fund is recommended to maintain an unrestricted Net Position minimum balance of 50% of their operating budget plus debt service requirements.

Internal Service Funds

Liability Insurance and Workers Compensation Funds are recommended to fully fund actuarially determined claim obligations at a minimum at the seventy percent (70%) confidence level. The City will strive to fully fund actuarially determined claim obligations at the 90% confidence level.

The Fleet Services, Information Technology and Facilities Rehabilitation Funds are recommended to keep 12.5% of operating expenses as minimum unrestricted net position balance.

Note 11 - Pension Plans

A. Social Security/ Public Agency Retirement Systems (PARS)

The Omnibus Budget Reconciliation Act of 1990 (OBRA) mandates that public sector employees who are not members of their employer's existing retirement system as of January 1, 1992 be covered by either Social Security or an alternative plan. The City's part-time, seasonal, and temporary employees are not covered under Social Security. The City has an agreement with the Public Agency Retirement System (PARS) to provide an alternative retirement system for employees not eligible for the California Public Employees' Retirement System (CalPERS) Pension Plan and adopted the PARS 457 Trust including the PARS Section 457 FICA Alternative Retirement Plan.

B. California Public Employees' Retirement System (CalPERS) Pension Plans

All public employees meeting CalPERS membership requirements must participate in pension plans offered by California Public Employees Retirement System (CalPERS).

For the fiscal year ended June 30, 2024, the City reported its net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense for each of the above plans as follows:

	Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
Miscellaneous Plan	$ (104,581,479)	$ 28,521,820	$ (451,160)	$ 5,719,788
Safety Plan	(59,408,142)	25,334,614	(2,549,754)	3,749,297
Total	$ (163,989,621)	$ 53,856,434	$ (3,000,914)	$ 9,469,085

1. General Information about the Pension Plans

Plan Descriptions – All qualified permanent and probationary employees are eligible to participate in the City's separate Safety (Police) cost-sharing and Miscellaneous (all other) agent multiple-employer defined benefit plans (Plans), administered by the CalPERS. The Miscellaneous Plans are an agent multiple employer defined benefit pension plans administered by CalPERS, which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plans are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

The City's Safety Plans became part of a cost-sharing multiple employer defined benefit pension plan administered by CalPERS, commonly referred to as a risk pool, as of the actuarial valuation date of June 30, 2003. Risk pools exist for employers with less than 100 active plan members.

The City has three retirement benefit tiers in the Plans. Membership in the first tier of the retirement system is closed to new employees hired on or after December 31, 2012. The second tier was adopted by the City in November 2012 for all employees hired December 31, 2012. The third tier was adopted by the City effective January 1, 2013 pursuant to State Assembly Bill 340.

The net pension liabilities will be liquidated primarily from the general fund, approximately 80%, with the remaining amounts from the Airport, Water, Sewer, Stormwater, and internal service funds.

2. Benefits Provided and Actuarial Assumptions

CalPERS provides service and disability retirement benefits, cost of living adjustments, and death benefits to plan members and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total credited service are eligible to retire at age 50 with statutorily reduced benefits. Members may apply for a non-duty disability retirement benefit after 5 years of service. The death benefit is one of the following: The Basic Death Benefit, the 1959 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plans' provisions and benefits in effect at June 30, 2024, are summarized as follows:

	Miscellaneous	Safety
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Minimum retirement age	50/52	50
Employees hired prior to December 30, 2012	**Tier 1**	**Tier 1**
Monthly benefits, as a % of annual salary	2.7% at 55	3% at 50
Required member contribution rates	8%	9%
% paid by employee	8%	9% [1]
% paid by employer	0%	0% [1]
Required employer contribution rates (Normal cost)	12.450%	27.110%
Employer payment of unfunded liability	$ 7,252,176 [4]	$ 3,739,165
Employees hired December 31, 2012	**Tier 2**	**Tier 2**
Monthly benefits, as a % of annual salary	2% at 60 [2]	3% at 55 [3]
Required member (employee) contribution rates	7.00%	9.00%
Required employer contribution rates (Normal cost)	12.450%	22.830%
Employer payment of unfunded liability	$ -	$ -
Employees hired after December 31, 2012	**Tier 3**	**Tier 3**
Monthly benefits, as a % of annual salary	2% at 62 [2]	2.7% at 57 [3]
Required member (employee) contribution rates:	7.50%	13.8%
Required employer contribution rates (Normal cost)	12.450%	13.540%
Employer payment of unfunded liability	$ -	$ 10,652

1 Rates presented in the table above were effective 7/1/2016.

2 Newly hired Misc Employees will be enrolled in the 2% at 60 or 2% at 62 formula, dependent on the individual's eligibility, as per AB340.

3 Newly hired Safety Employees will be enrolled in the 3% at 55 or 2.7% at 57 formula, dependent on the individual's eligibility, as per AB340.

4 Balance mentioned above is a combined amount for all Miscellaneous plans.

Employees Covered – At June 30, 2024, the following employees were covered by the benefit terms of the Miscellaneous Plans, however, information for the Safety Police Plans was not provided from CalPERS for cost-sharing multiple employer defined benefit pension plans.

	Miscellaneous[1]
Inactive employees or beneficiaries currently receiving benefits	531
Inactive employees entitled to but not yet receiving benefits	299
Active employees	292
Total	1,122

[1] All Tiers of the Miscellaneous plans were reported together in the Census data report by CalPERS.

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The City must contribute these amounts. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2024, the contributions recognized as part of pension expense for the Plans were as follows:

	Miscellaneous[1]	Safety Police[1]	Total
Contributions - employer	$ 11,614,520	$ 6,837,202	$ 18,451,722

[1] All Tiers of the Miscellaneous and Safety Police plans were combined together on GASB 68 report by CalPERS.

Actuarial Assumptions – The total pension liabilities in the June 30, 2024 actuarial valuations were determined using the following actuarial assumptions:

	All Plans (1)
Valuation Date	June 30, 2022
Measurement Date	June 30, 2023
Actuarial Cost Method	Entry-Age Normal Cost
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.300%
Payroll Growth	2.750%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	7.50% (2)
Mortality (3)	Derived using CalPERS' membership data for all funds

(1) All of the City's plans for miscellaneous and safety police employed the same

(2) Net of pension plan investment expenses, including inflation

(3) 2021 CalPERS Experience Study for the period from 2001-2019, Recipients with attained age of 50

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2022 valuation were based on the results of the 2019 CalPERS Experience Study for the period 2001 to 2019. Further details of the Experience Study can be found on the CalPERS website.

Discount Rate – The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS considered both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The table below reflects long-term expected real rate of return by asset class.

Asset Class [1]	Assumed Asset Allocation	Real Return [1, 2]
Global Equity - Cap-weighted	30.0%	4.54%
Global Equity - Non-Cap-weighted	12.0%	3.84%
Private Equity	13.0%	7.28%
Treasury	5.0%	0.27%
Mortgage-backed Securities	5.0%	0.50%
Investment Grade Corporates	10.0%	1.56%
High Yield	5.0%	2.27%
Emerging Market Debt	5.0%	2.48%
Private Debt	5.0%	3.57%
Real Assets	15.0%	3.21%
Leverage	-5.0%	-0.59%
Total	100.0%	

[1] An expected inflation of 2.30% used for this period.

[2] Figures are based on the 2021 Asset Liability Management study.

3. Miscellaneous Agent Multiple-Employer Defined Benefit Pension Plan (Miscellaneous)

The changes in the Net Pension Liability for the Miscellaneous Plan during the measurement year were as follows:

Miscellaneous Plan[1]**:**	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2022 [2]	$ 353,838,036	$ 253,343,882	$ 100,494,154
Changes in the year:			
Service cost	5,928,894	-	5,928,894
Interest on the total pension liability	24,292,885	-	24,292,885
Changes of Assumptions	326,411	-	326,411
Difference between expected and actual experience	3,767,894	-	3,767,894
Net plan to plan resource movement	-	-	-
Contribution - employer	-	12,350,716	(12,350,716)
Contribution - employee (paid by employer)	-	-	-
Contribution - employees	-	2,339,012	(2,339,012)
Net investment income	-	15,725,328	(15,725,328)
Benefit payments, including refunds of employee contributions	(17,651,962)	(17,651,962)	-
Administrative expenses	-	(186,297)	186,297
Net changes	16,664,122	12,576,797	4,087,325
Balance at June 30, 2023 [2]	$ 370,502,158	$ 265,920,679	$ 104,581,479

[1] All Tiers of the Miscellaneous plan were combined together on GASB 68 report by CalPERS.
[2] Represent measurement dates used in the GASB 68 valuation report.

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

4. Safety Police Cost-Sharing Multiple-Employer Defined Benefit Plan (Police Safety)

As of June 30, 2024, the City reported net pension liabilities for its proportionate share of the net pension liability of the Police Safety Plan as follows:

	Proportionate Share of Net Pension Liability [1]
Safety Police Plan	$ (59,408,142)

[1] All Tiers of the Safety Police plan were combined together on GASB 68 report by CalPERS.

The City's net pension liability for the Plans is measured as the proportionate share of the net pension liability. The net pension liability of the Plans are measured as of June 30, 2023, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2022 rolled forward to June 30, 2023 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined.

The City's proportionate share of the net pension liability for the Plan as of the measurements dates of June 30, 2022 and 2023 was as follows:

	Safety Police
Proportion - June 30, 2022	0.79638%
Proportion - June 30, 2023	0.79476%
Change - Increase (Decrease)	-0.00162%

[1] All Tiers of the Safety Police plan were combined together on GASB 68 report by CalPERS.

Pension Plan Fiduciary Net Position – Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

5. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City's Miscellaneous Plan and the City's proportionate share of the net pension liability for the Safety Police Plan, calculated using the discount rate for the Plan, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Discount Rate		
	1% Decrease	Current	1% Increase
Net Pension Liability	(5.90%)	(6.90%)	(7.90%)
Miscellaneous Plan[1]	$151,873,336	104,581,479	$65,279,476
Police Safety Plan[1]	87,899,971	59,408,142	36,114,044

[1] All Tiers of the Miscellaneous plan and Safety Police plan were combined together into

6. Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the fiscal year ended June 30, 2024, the City recognized pension expense of $5,719,788 for the Miscellaneous Plan and $3,749,297 for the Police Safety Plan for a total pension expense of $9,469,085.

At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Miscellaneous Plan		Safety Police Plan		Total	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	$ 2,260,736	$ (451,160)	$ 4,361,654	$ (373,403)	$ 6,622,390	$ (824,563)
Changes in assumptions	2,637,779	-	3,467,139	-	6,104,918	-
Net differences between projected and actual earnings on plan investments	12,008,785	-	8,129,988	-	20,138,773	-
Change in proportion and differences between actual contributions and proportionate share of contributions	-	-	2,538,453	(2,176,351)	2,538,453	(2,176,351)
Total	$ 16,907,300	$ (451,160)	$ 18,497,234	$ (2,549,754)	$ 35,404,534	$ (3,000,914)

Pension contributions subsequent to measurement date	Deferred Outflows of Resources	Deferred Inflows of Resources	Total
Miscellaneous Plan[1]	$ 11,614,698	$ -	$ 11,614,698
Safety Police Plan[1]	6,837,202	-	6,837,202
Total	$ 18,451,900	$ -	$ 18,451,900

[1] All Tiers of the Miscellaneous and Police Safety plan were combined together on GASB 68 report by CalPERS.

In the table above amounts reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year Ended June 30	Miscellaneous Plan Deferred Outflows/(inflows) of Resources	Safety Police Plan Deferred Outflows/(inflows) of Resources	Total Deferred Outflows/(inflows) of Resources
2025	$ 5,834,841	$ 5,312,833	$ 11,147,674
2026	1,969,546	3,704,645	5,674,191
2027	8,325,027	6,703,077	15,028,104
2028	326,726	226,925	553,651
	$ 16,456,140	$ 15,947,480	$ 32,403,620

Note 12 - Other Post Employment Benefits

The City has two types of retirement health benefits as determined by Council resolution and through agreements with its labor units. One plan is a Defined Benefit Plan (Other Post Employment Benefit "OPEB") which provides health care benefits for retired employees under third party insurance plans. The second plan is a Defined Contribution Plan in which the City contributes a fixed amount to a retirement health savings account on behalf of employees who are not eligible for OPEB. The City's Defined Benefit OPEB plan is closed to new entrants; all new employees are enrolled into the City's Defined Contribution plan.

	Executive Management	Mid-Mgmt & Confidential	ALE	LPOA	Police Management
§ Hired Before	• 8/1/2014	· 2/1/2006	· 4/1/2007	· 2/1/2007	· 9/1/2004
§ Eligibility	• Retire directly from the City with 10 years CalPERS service (15 years for Police safety) and a minimum of 5 years City service, or • Industrial disability, for police safety (except for employees enrolled in retirement health savings account)				
§ Benefit	• City reimburses up to a percentage subject to a cap that varies by bargaining group • City will reimburse Medicare A & B if required for Medical coverage • Reimbursement percentage based on bargaining group and CalPERS service:				
	PERS Service / Reimb % 10 / 75% 15 / 80% 20 / 90% 25+ / 100%		PERS Service / Reimb % 10 / 70% 15 / 80% 20 / 90% 25+ / 100%	PERS Service / Reimb % 15 / 75% 20 / 85% 25+ / 100%	
§ Cap	· DOR < 10/9/01: $200 · DOR < 10/9/01 and DOH < 1/10/05: $2,121.24 • DOH ≥ 1/10/05: With a current benefit maximum of $1,866.20[1] · DOH ≥ 8/1/14: No benefits, City contributes 4% of base pay to RHSA	· DOR < 9/25/00: $200 · DOR between 9/25/00 and 7/1/15: $2,121.24[1] · DOR ≥ 7/1/15 and DOH < 2/1/06: With a current benefit maximum of $1,950[1] · DOH ≥ 2/1/06: No benefit, City contributes 4% of base pay to RHSA	· DOR < 10/3/03: $200 · DOR > 10/3/03: $2,121.24 · DOR > 1/1/06: With a current benefit maximum of $2,058.20[1] · DOR > 11/9/14: With a current benefit maximum of $2,050 · DOR > 1/1/17: $1,950 · DOH ≥ 4/1/07: No benefits, City contributes 4% of base pay to RHSA	· DOR < 2/1/02: $200 · DOH < 2/1/07: $1,866.20[2] · DOH > 2/1/07: No benefits, City contributes 5% of base pay to RHSA, EE contributes 1% of base pay to RHSA	· DOR < 4/7/03: $200 · Tier 1 (PL/Cpt): (DOR < 9/1/04) $2,121.24[1] · Tier 2 (Actively employed as of 8/30/04): $2,371.81[2] · Tier 3 (promoted after 9/1/04): $1,866.20[2] · Promoted EE's stay with RHSA if RHSA was prior benefit · DOH ≥ 9/1/04: No benefits; City contributes 5% of base pay to RHSA

1: Will be matched to Kaiser A two party rate for an active employee
2: Will be matched to Pre 65 Retireee Kaiser A two party rate

Funding Policy and Actuarial Assumptions

The actuarially determined contribution (ADC) to the OPEB plan was determined as part of a June 30, 2023 actuarial valuation using the entry age normal actuarial cost method. This is a projected benefit cost method, which takes into account those benefits that are expected to be earned in the future as well as those already accrued. The actuarial assumptions included (a) 6.25% investment rate of return, (b) 2.75% projected annual salary increase, and (c) 2.50% general inflation rate and (d) health inflation decreases ranging from 3.45%-8.5%. The actuarial methods and assumptions used include techniques that smooth the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Actuarial calculations reflect a long-term perspective and actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to revision at least biannually as results are compared to past expectations and new estimates are made about the future.

In accordance with the City's budget, the actuarially determined contribution (ADC) is to be funded throughout the year as a percentage of payroll. During fiscal year ended June 30, 2010, the City joined the Public Agencies Post-Retirement Health Care Plan, a multiple employer trust administered by Public Agency Retirement Services (PARS). During current fiscal year, the City made $4,406,083 in the form of pay-as-you-go payments. This trust is not considered a component unit by the City and has been excluded from these financial statements. Separately issued financial statements for PARS may be obtained from PARS at 4350 Von Karman Ave., Suite 200, Newport Beach, CA 92660.

OPEB Trust Fund

Plan Administration

The City is the plan administrator. The Public Agency Retirement Services (PARS) administers the trust for the City's retiree healthcare benefit plan – an agent multiple-employer defined benefit OPEB plan that provides healthcare benefits for eligible general and public safety employees of the City.

	Fiscal Year ended 6/30/24
Plan Type	Single Employer
OPEB Trust	Yes
Special Funding Situation	No
Nonemployer Contributing Entity	No

Plan Membership

As of June 30, 2022, the most recent valuation date, membership in the plan consisted of the following:

	Number of Covered Employees
Retirees and beneficiaries receivng benefits	319
Terminated plan members entitled to but not yet receiving benefits	19
Active plan members	141
	479

Benefits Provided

Post-employment healthcare and similar benefit allowances are provided to eligible employees who retire from the City or to their surviving spouses. As noted in the table above in Note 11B(ii), there were 320 participants receiving these healthcare benefits as of June 30, 2024. Refer to the table on the previous page for the contractual maximum contribution rates for the eligible employees depending upon their association with specific bargaining groups.

Contribution Information

PARS establish rates for each employer based on an actuarially determined rate for each employer. For the year ended June 30, 2024, the City's average contribution rate was 20.5 percent of covered-employee payroll. Plan members are not required to contribute to the plan.

For the year ended June 30, 2024, the City contributed $4,406,083 in relation to the actuarially determined contribution in the form of pay-as-you-go payments.

Investment Policy

PARS offer different investment portfolios as part of the investment vehicle. The City invests in "Capital Appreciation" portfolio; the primary goal of the Capital Appreciation objective is growth of principal. The major portions of the assets are invested in the equity securities and market fluctuations are expected. The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selections and monitoring helps to drive return potential while reducing portfolio risk.

The following is the City adopted asset allocation policy as of June 30, 2024.

Asset Class Component:	Target Allocation	Expected Real Rate of Return
Global Equity	75.00%	4.56%
Fixed Income	20.00%	0.78%
Cash	5.00%	-0.50%
Assumed Long Term Rate of Inflation		2.50%
Discount Rate		6.25%

Changes in Net OPEB Liability

The changes in the Net OPEB Liability, as restated, are as follows.

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability/(Asset)
Balance at June 30, 2022 [1]	$ 82,272,320	$ 39,358,981	$ 42,913,339
Changes in the year:			
Service cost	1,087,105	-	1,087,105
Interest on the total pension liability	4,886,409	-	4,886,409
Investment Experience	(9,974,671)		(9,974,671)
Changes of assumptions	93,577	-	93,577
Contribution - employer	-	4,720,518	(4,720,518)
Net investment income	-	4,064,254	(4,064,254)
Benefit payments, including refunds of employee contributions	(3,838,518)	(3,838,518)	-
Administrative expenses	-	(73,449)	73,449
Net changes	(7,746,098)	4,872,805	(12,618,903)
Balance at June 30, 2023 [1]	$ 74,526,222	$ 44,231,786	$ 30,294,436

[1] Represent measurement dates used in the GASB 75 valuation report.

Detailed information about the OPEB plan's fiduciary net position is available in the separately issued plan financial report that may be obtained from PARS. The liability will be paid for by the general fund.

Actuarial Methods and Assumptions

The City's net OPEB liability was measured as of June 30, 2024 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2022, based on the following actuarial methods and assumptions:

Measurement Date	June 30, 2023
Valuation Date	June 30, 2022
Funding Policy	City Contributes full ADC
	PARS portfolio: Capital Appreciation
Medical Trend	Non-Medicare - 8.50% for 2025, decreasing to 3.45% in 2076
	Medicare (Non-Kaiser) - 7.50% for 2025, decreasing to an ultimate rate of 3.45% in 2076
	Medicare (Kaiser) - 6.25% for 2025, decreasing to an ultimate rate of 3.45% in 2076
Healthcare participation for future Retirees	Not in RHSA: 90%; In RHSA: not applicable
Cap Increases	Kaiser plan A 2-party premium: Medical trend
	Active medical cap - Minimum of: Healthnet PPO Family Premium (Increase with Medical Trend); 1% (for ALE hired between 1/1/06 and 12/31/16) of budgeted monthly salary (increased with payroll
Actuarial Assumptions:	
Discount Rate	6.25%
Salary Increase	Aggregate:-2.75% annually
	Merit- CalPERS 2000-2019 Experience Study
Inflation	2.50%
Investment Rate of Return	6.25%
Mortality , Retirement, Disability, Termination	CalPERS 2000-2019 Experience Study
Mortality Improvement	Mortality projected fully generational with Scale MP-2021

Discount Rate

The discount rates used to measure the total OPEB liability were 6.25%. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following table presents the net OPEB liability of the City as of June 30, 2024, calculated using the discount rate of 6.25%, as well as what the Plan's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage point higher than the current rate:

	Discount Rate		
	1% Decrease	Current	1% Increase
	-5.25%	-6.25%	-7.25%
Net OPEB Liability	$ 39,301,774	$ 30,294,436	$ 22,743,273

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	Healthcare Trend Rate		
	1% Decrease	Current	1% Increase
Net OPEB Liability	$ 26,300,853	$ 30,294,436	$ 33,831,050

OPEB Expenses and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended June 30, 2024, the City recognized OPEB credit of $2,174,486. As of fiscal year, ended June 30, 2024, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	$ -	$ (5,224,828)
Changes in assumptions	472,714	-
Net differences between projected and actual earnings on plan investments*	815,363	-
Employer contribution made subsequent to the measurement date	4,406,083	-
Total	$ 5,694,160	$ (5,224,828)

The difference between projected OPEB plan investment earnings and actual earnings is amortized over a five-year period. The remaining gains and losses are amortized over the expected average remaining service life.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as future OPEB expense as follows:

Year Ended June 30	Deferred Outflows/(inflows) od Resources
0	$ (4,266,696)
1	(692,457)
2	1,361,693
3	(339,291)
	$ (3,936,751)

Payable to OPEB Plan

The City did not report any payables for the outstanding amount of contributions to the OPEB plan required for the year ended June 30, 2024. The net OPEB liability will be liquidated primarily from the general fund, approximately 80%, with the remaining amounts from the Airport, Water, Sewer, Stormwater, and internal service funds.

Note 13 - Deferred Compensation Plan

City employees may defer a portion of their compensation under a City sponsored Deferred Compensation Plan created in accordance with Internal Revenue Code Section 457. Under this plan, participants are not taxed on the deferred portion of their compensation until distributed to them; distributions may be made only at termination, retirement, death or in an emergency as defined by the plan.

The laws governing deferred compensation plan assets require plan assets to be held by a Trust for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under these plans are not the City's property and are not subject to City control, they have been excluded from these financial statements.

Note 14 - Joint Ventures

The City participates in the joint venture activities described below through formally organized and separate entities established under the Joint Exercise of Powers Act of the State of California. As separate legal entities, these organizations exercise full powers and authorities within the scope of the related Joint Powers Agreements including the preparation of annual budgets, accountability for all funds, the power to make and execute contracts and the right to sue and be sued. Each joint venture is governed by a board consisting of representatives from member municipalities. Each board controls the operations of the respective joint venture, including selection of management and approval of operating budgets, independent of any influence by member municipalities beyond their representation on the Board. Assets and liabilities of the separate entities are not those of the City. The City's sole financial responsibility is to fund annual contributions to each entity which are used along with other member contributions to finance each joint venture's annual operations.

Livermore-Amador Valley Water Management Agency (LAVWMA)

Livermore-Amador Valley Water Management Agency (LAVWMA) was formed in 1974. LAVWMA operates the export pipeline connecting with the East Bay Discharges Authority's systems and discharges treated wastewater into San Francisco Bay. The current members of the Agency are Dublin San Ramon Services District, City of Livermore, and City of Pleasanton. Sewer revenue bonds issued by LAVWMA are being repaid with user charges assessed to member agencies.

The City accounts for its investment in LAVWMA by the equity method in the Sewer Enterprise Fund. The City records its share of earnings (losses) in the Proprietary Funds Statement of Revenues, Expenses and Changes in Net Position as "Change in value in investment in JPA - LAVWMA," and the carrying value of the City's investment in LAVWMA is recorded in the Proprietary Funds Statement of Net Position as "Investment in JPA - LAVWMA."

On August 1, 2011, LAVWMA issued $105,345,000 principal amount of 2011 Sewer Revenue Refunding Bonds. Proceeds of the issuance were used to refund and retire the Series A Sewer Revenue Bonds and to pay costs of issuance. Under an Amended and Restated Sewer Service Contract dated October 1, 2011 between LAVWMA and the Members, the Members pledged and created, in favor of LAVWMA and the Trustee for the 2011 Bonds, a lien on the Net Revenues of their respective wastewater systems to pay to LAVWMA the amounts owed in order for LAVWMA to pay the debt service on the 2011 bonds. The City's share is 27.83% of the total debt service. The City's equity interest in LAVWMA was $25,281,621 as of June 30, 2024. Financial statements for LAVWMA may be obtained from DSRSD at 7051 Dublin Boulevard, Dublin, California 94568.

Livermore-Amador Valley Transit Authority (LAVTA)

This Authority was formed in May 1985 by a joint exercise of powers agreement between the County of Alameda and the Cities of Livermore, Pleasanton, and Dublin for the purpose of providing general public transportation under the business name "Wheels". Financial statements may be obtained from LAVTA, 1362 Rutan Court, Suite 100, Livermore, CA 94551.

Tri-Valley Transportation Council (TVTC)

The Tri-Valley Transportation Council was formed in 1991 by a joint exercise of powers agreement between the cities of Dublin, Livermore, Pleasanton, and San Ramon, the Town of Danville and the Counties of Alameda and Contra Costa for the purposes of preparing a transportation plan and providing transportation facilities within the Tri-Valley area. Financial statements may be obtained from Franklin Management Systems, Inc., Attn: Mr. Jack Harrington, 3037 Hopyard Road, Suite M, Pleasanton, CA 94588.

Livermore - Pleasanton Fire Department Joint Powers Agreement (LPFD)

On December 3, 1996, the cities of Livermore and Pleasanton signed a joint powers agreement to form a joint Fire Department covering both cities. The LPFD may own physical assets and can enter into contracts with the approval of the governing board, where applicable. Fire protection services are provided by the City of Pleasanton employees under the joint power agreement. The LPFD prepares its budget including contributions required from each City to fund operating and capital needs for the year. In January 2013, the City of Livermore began functioning as Treasurer for LPFD. The City of Livermore has 50% equity share (or deficit, when applicable) in LPFD and share all the costs at approximately 50%. The deficit net position of the LPFD is reported on the governmental activities statement of net position because the City has an ongoing financial responsibility. During the year ended June 30, 2024, the City contributed $24,597,695 to LPFD representing its share of costs. The City's deficit interest in LPFD was $41,351,423 as of June 30, 2024, based on LPFD audited financial statements for the fiscal year ended June 30, 2024. Financial statements for LPFD may be obtained from the City of Livermore at 1052 South Livermore Avenue, Livermore, California 94550.

California Public Finance Authority (CalPFA)

California Public Finance Authority (CalPFA) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt and taxable conduit bonds for public and private entities throughout California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities.

The City joined a Joint Exercise of Powers Agreement with CalPFA to issue bonds or other debt that constitute "qualified residential rental project bonds" under Section 142 (a)(7) and Section 142 (d) of the Internal Revenue Code in an amount not-to-exceed $55,000,000 for the purpose of financing or refinancing the acquisition and construction of Ageno Apartments. CalPFA is responsible for all the reporting and monitoring components and the City has no post issuance obligations. The City's name does not appear on any legal documents. Since the JPA is a separate legal entity, the City has no liability exposure. Additionally, the City has no ongoing obligation to the JPA, unless the City wishes to issue bonds for another development project through the JPA.

Financial statements may be obtained from the California Public Finance Authority website, http://www.calpfa.org/general-information/audits-transaction-reports or from California Public Finance Authority, 2999 Oak Road Suite 710, Walnut Creek, CA 94597.

East Bay Community Energy (EBCE)

This authority formed in October 2016 by a joint exercise of power agreement between the County of Alameda and the Cities of Livermore, Pleasanton, and Dublin for the purpose of purchasing energy on a community-wide basis by pooling the buying power of the individuals within their jurisdictions. Involvement in the JPA gives opportunities to the City for gaining greater local involvement over the provision of electricity supply services, competitive electric rates, the development of local renewable energy projects, reduced greenhouse gas emissions, and the wider implementation of energy conservation and efficiency projects and programs.

Stopwaste

This authority formed in 1976 by a joint exercise of power agreement between the County of Alameda, all fourteen cities located within the County along with two sanitary districts for the purpose of reducing waste in Alameda County. A representative from each Member Agency serves on the Alameda County Waste Management Authority Board. The Alameda County Waste Management Authority provides solid waste planning, projects and initiatives to increase recycling and reduce waste by residents, businesses and schools. Funding is provided by waste-related fees. Some projects for reduction of waste include the Green Building in Alameda County program, curbside residential food scrap recycling and the reusable bag ordinance. These programs have reduced construction waste, increased use of recycled building materials, produced food scrap composting and reduced the number of plastic bags in the County landfills. For more information visit www.stopwaste.org.

Note 15 - General Liability and Workers Compensation Coverage

Risk Management

The City of Livermore is self-insured for general liability claims up to a self-insured retention (SIR) of $750,000 per occurrence. It is a member of California Joint Powers Risk Management Authority (CJPRMA), an excess insurance pool that provides coverage for each occurrence that exceeds the SIR. CJPRMA provides coverage up to $40,000,000 per occurrence. The first $7,500,000 layer is retained by CJPRMA and the subsequent seven layers totaling $32,500,000 are covered by reinsurance, purchased through their broker of record, Alliant. The City of Livermore contributed $1,512,794 to CJPRMA for liability coverage for the fiscal year ending June 30, 2024. The City of Livermore purchases a variety of insurance products from Aon, both through the CJPRMA pooled programs and directly. The City paid $353,716 directly to Aon, $808,688 to Alliant through CJPRMA for property insurance, and $102,710 for auto physical damage insurance to Alliant through CJPRMA.

The Local Agency Workers Compensation Excess Joint Powers Authority (LAWCX) covers workers compensation up to statutory limits. The City has a deductible or uninsured liability of up to $500,000 per claim. During the fiscal year ended June 30, 2024, the City contributed $554,192 for program year coverage.

Each risk pool is governed by a Board consisting of representatives from member municipalities. The Board controls the operations of each risk pool, including selection of management and approval of operating budgets, independent of any influence by member municipalities beyond their representation on the Board. The City's contribution to each risk pool equals the ratio of the City's payroll to the total payrolls of all entities participating in the same layer of each program, in each program year. Actual surpluses or losses are shared according to a formula developed from overall loss costs and spread to member entities on a percentage basis after a retrospective rating. CJPRMA’s financial statements may be obtained by contacting CJPRMA at (925) 837-0667. LAWCX’s financial statements may be obtained by contacting LAWCX at (800) 541-4591.

Liability for Uninsured Claims

The City's liability for the uninsured portion of claims, including a provision for claims incurred but not reported, was computed as follows based on claims experience:

	Liability Insurance Reserve	Workers' Compensation	Total
Balances of claims payable at June 30, 2023	$ 4,384,528	$ 5,243,669	$ 9,628,197
Incurred claims and change in estimated	768,391	1,447,718	2,216,109
Claims paid	(713,540)	(1,303,504)	(2,017,044)
Balances of claims payable at June 30, 2024	$ 4,439,379	$ 5,387,883	$ 9,827,262
Claims payable - current	$ 1,650,000	$ 1,266,000	$ 2,916,000

Note 16 - Economic Development Incentives – Tax Abatements

The City offers economic development incentive program to the entities that propose to locate or expand already established businesses within the City. This incentive program is expected to provide a stimulus to the City's economy, increase the tax base and create jobs. Each of the agreements entered into by the City, provides for a rebate of taxes paid to the City according to formulas contained in the agreements. These limited terms agreements provide for a sharing of the taxes (percentage rebates) above certain amounts with a maximum rebate not to exceed the cost of a business' improvements and/or development impact fees. The City generally expects to receive increased revenue as a result of these agreements. These incentive agreements require approval by City Council.

For financial reporting purposes, the GASB Statement No. 77 defines a tax abatement as resulting from an agreement between a government and an individual or entity in which the government promises to forgo tax revenues and the individual or entity promises to subsequently take a specific action that contributes to economic development or otherwise benefits the government or its citizens. According to the GASB 77, the substance of these agreements meets the definition of "tax abatements" as the revenues received were not available for general municipal services purposes, but rather used to effectively reduce the net tax liability of certain taxpayers per the conditions of an agreement.

The taxes paid to the City are included in the revenue reported in these financial statements. The payments made to the businesses based upon the taxes paid are also included as expenditures in these financial statements. For the fiscal year ended June 30, 2024, under this program the City has abatements of sales tax totaling $1,050,028.

Pursuant to the Sales and Use Tax law (chapter 8 – Article 1 – section 7056), in order to protect the confidential information of sales taxes collected and abatements provided to each of the specific agencies, the City has presented the aggregate amount abated during the current fiscal year.

Note 17 - Commitments and Contingencies

The City is subject to litigation arising in the normal course of business. In the opinion of the City Attorney there is no pending litigation which is likely to have a material adverse effect on the financial position of the City.

The City participates in several Federal and State grant programs. These programs have been audited by the City's independent accountants in accordance with the provisions of the Federal Single Audit Act amendments of 1996 and applicable State requirements. No cost disallowances were proposed as a result of these audits; however, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

Construction Commitments

The City has the following outstanding construction commitments at June 30, 2024:

Vendor	Amount Remaining (as of June 30, 2024)	Project(s) Name
A Teichert & Son	$ 4,178,975	Street Resurfacing 2022; Sidewalk Repair 2023; ADA Access Ramps 2020-21
Mountain Cascade Inc.	5,852,500	WRP UV Treatment System Replacement
Redgwick Construction Company	639,825	Railroad Avenue Street Improvements
Environmental Systems Inc.	218,153	City Hall HVAC and Central Plant Chiller Replacement
C Overaa & Company	5,993,913	WRP Primary & Secondary Treatment Improvements
Zovich & Sons, Inc.	16,354,820	Livermore Village L Street Garage
	$ 33,238,186	

There were no outstanding encumbrances related to these commitments on June 30, 2024.

Animal Shelter

The Cities of Dublin, Pleasanton, and Livermore and the County of Alameda reached an agreement under which Alameda County constructed an animal shelter facility on County property. Under the agreement the entities share in the debt service and operating costs of the project based on their use of the animal shelter. The City of Livermore paid $340,678 for its share of debt service and operating costs. The City's portion of the project fluctuates based on actual usage and was 20% as of June 30, 2024.

Alameda County

During fiscal year 2014-15, Alameda County made a $2.8 million contribution necessary to affect the redemption and retirement of the 2006 Bankhead Theater bond and prepayment of 2006 loan and issuance of 2014 COP Series A. The City is obliged to return $2.8 million to Alameda County in the event the Bankhead Theater is sold. At present, the City does not have any intentions of selling the Theater.

Note 18 - Successor Agency Activities

The City of Livermore opted to become the Livermore Successor Agency to the former Redevelopment Agency of Livermore as of January 9, 2012. Since February 1, 2012, the date of dissolution, the housing related assets and activities of the dissolved redevelopment agency are reported in the governmental Housing Successor Special Revenue Fund. The non-housing related assets and activities of the dissolved redevelopment agency are reported in the fiduciary Successor Agency to the Redevelopment Agency Private Purpose Trust Fund whose activities are subject to review and approval of the Oversight Board.

Long-Term Debt

The Successor Agency assumed the long-term debt of the Redevelopment Agency as of February 1, 2012. On August 1, 2001, the Redevelopment Agency issued $36,775,000 of **2001 Tax Allocation Bonds, Series A**. Proceeds were used to refund the above outstanding Livermore Redevelopment Project 1986 Tax Allocation Bonds Series A, and to provide funds to finance various redevelopment activities within the Project Area.

Post Dissolution Assembly Bill 1484 permits the refunding of outstanding bonds of former redevelopment agencies if the total debt service (principal and interest) on the new refunding bonds is less than the total remaining debt service on the bonds being refunded (currently outstanding). The purpose for refunding redevelopment bonds is to reduce the interest rate, which lowers the annual tax increment required to make debt payments and increases the share of tax increment available to affected taxing entities.

In December 2016, the Successor Agency refinanced the 2001 Tax Allocation Bonds, Series A and issued two refunding bonds, 2016 Tax Allocation Refunding Bonds, Series A (tax exempt) and Series B (taxable). The refinancing of this debt did not extend the August 1, 2032 final maturity date or provide additional proceeds for projects; however, the anticipated present value savings are more than $300,000 annually or approximately $4.9 million over the life of the refunding issue. The future annual debt savings will allow more funds to flow to the affected taxing entities, including the City. The table below presents the detail of activities during current fiscal year.

	Balance at June 30, 2023	Retirements	Balance at June 30, 2024	Amount due in one year
Fiduciary Activities				
2016 Tax AllocationRefunding Bonds, 3.00%-5.00%, 2032	$ 15,780,000	$ (1,485,000)	$ 14,295,000	$ 1,550,000
Unamortized Premium	747,768	(92,489)	655,279	92,489
Total debt	$ 16,527,768	$ (1,577,489)	$ 14,950,279	$ 1,642,489

Semiannual debt service payments are due August 1 and February 1 and are repayable from tax increment revenues of the Redevelopment Agency Project Area. Annual debt service requirements combined are shown below:

For the Year Ending June 30	Principal	Interest	Total
2025	$ 1,550,000	$ 480,219	$ 2,030,219
2026	1,630,000	400,719	2,030,719
2027	1,715,000	334,244	2,049,244
2028	1,765,000	282,044	2,047,044
2029	1,815,000	226,075	2,041,075
2030-2032	5,820,000	303,947	6,123,947
Total	14,295,000	$ 2,027,248	$ 16,322,248
Unamortized Premium	655,279		
Total Debt	$ 14,950,279		

Commitments and Contingencies

The City and former Agency have entered into a variety of development agreements with third parties to provide needed improvements and projects. Activities under agreements for which there are continuing commitments are disclosed in the following paragraphs. Additionally, the City and Agency have other agreements that entitle them to collect certain loans or notes receivable which are disclosed in Note 5.

Last and Final Recognized Obligation Payment Schedule (LFROPs)
In September 2018, the State Department of Finance (DOF) approved the Successor Agency's Last and Final Recognized Obligation Payment Schedule (LFROP). The Successor Agency will continue to receive property tax increment revenue to pay items listed on the LFROPs, without any objections by the DOF, until all obligations are paid off.

Loans between the LSA and the City
The Successor Agency paid off the remainder of the SERAF loan this year.

Note 19 - Restatement due to Change in Accounting Principle and Correction of an Error

Correction of Error in Previously Issued Financial Statements

During fiscal year 2024, the City determined that there were certain errors in amounts previously reported in the 2023 financial statements resulting in a restatement of the beginning net position and fund balance. The corrections relates to understated and in some instances overstated loans receivables. The effect of this correction is shown in under the line captioned as Loans Receivables. The loans receivable restatement had no impact on the change in net position or the change in fund balance of the prior year.

Change within the Reporting Entity

In addition, during fiscal year 2023-2024, there was a change within the financial reporting entity which resulted in the 2022 COPS Construction Capital Projects Fund being reported as a non-major governmental fund instead of a major governmental fund.

Change in Accounting Principle

The City changed its beginning and ending measurement dates of its net OPEB liability from June 30, 2023 and June 30, 2024, respectively, to June 30, 2022 and June 30, 2023 and therefore the City restated its beginning net position of its Governmental Activities, Business-Type activities the Airport, the Water, the Sewer, the Stormwater and the Internal Service funds as of July 1. The change in measurement date is preferable as the timing of issuance of audit reports from the plan administrator under the previous measurement date could result in delays in or untimely filing of the City audit. The OPEB expense amount reported on the financial statements in the fiscal year ended June 30, 2023 would have increased by $1,215,359, $218,341, $25,648, $40,011, $146,250, $6,432, $77,840, in the governmental activities, the business-type activities, the Airport fund, the Water fund, the Sewer fund, the Stormwater fund and the internal service fund, respectively, as a result of the change in the measurement date.

The beginning net position and fund balance was restated, per the above, as follows:

	Governmental Activities	Business-Type Activities	Low Income Housing-Special Revenue Fund	Housing Successor Agency Fund*	Housing & Community Assitance Fund*
Net Position/Fund Balance - Beginning	$ 434,460,421	$ 268,400,036	$ 44,457,151	$ 6,972,269	$ 2,059,255
Error Correction - Notes receivable	(6,493,342)	-	(4,657,192)	1,802,143	(204,064)
Change in Accounting Principle - Net OPEB Liability	(10,796,111)	(1,822,794)	-	-	-
Change in Accounting Principle - Deferred Inflows of Resources	5,847,302	987,247	-	-	-
Change in Accounting Principle - Deferred Outflows of Resources	3,655,608	617,206	-	-	-
Net Position/Fund Balance - Beginning as Restated	$ 426,673,878	$ 268,181,695	$ 39,799,959	$ 8,774,412	$ 1,855,191

	Other Impact Fees*	Other Local, State & Federal Grants*	2022 COPS Construction Capital Projects Fund*	Non-Major Governmental Funds
Net Position/Fund Balance - Beginning	$ 2,801,661	$ 7,123,367	$ 34,108,216	$ 112,088,867
Error Correction - Notes receivable	(1,620,135)	(1,814,094)	-	(1,836,150)
Change to or within the financial reporting entity	-	-	(34,108,216)	34,108,216
Net Position/Fund Balance - Beginning as Restated	$ 1,181,526	$ 5,309,273	$ -	$ 144,360,933

** Presented as a nonmajor fund on the financial statements*

	Business-Type Activities-Enterprise Funds				Governmental Activities-Internal Service Funds
	Airport	Water	Sewer	Stormwater	
Net Position/Fund Balance - Beginning	$ 22,449,941	$ 59,553,791	$ 155,895,322	$ 31,367,277	$ 23,635,024
Change in Accounting Principle - Net OPEB Liability	(214,117)	(334,028)	(1,220,953)	(53,696)	(649,846)
Change in Accounting Principle - Deferred Inflows of Resources	115,968	180,914	661,283	29,082	351,964
Change in Accounting Principle - Deferred Outflows of Resources	72,501	113,103	413,420	18,182	220,040
Net Position/Fund Balance - Beginning as Restated	$ 22,424,293	$ 59,513,780	$ 155,749,072	$ 31,360,845	$ 23,557,182

Required Supplementary Information
June 30, 2024

City of Livermore

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Note 1 - Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget to Actual

The Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget to Actual presents the comparison of actual balances with the balances budgeted for revenues, expenses, and transfers. This schedule is presented for General Fund, Low Income Housing Special Revenue Fund and Housing Successor Special Revenue Fund.

The City's funds are required to adopt an annual budget prepared on a basis generally consistent with Generally Accepted Accounting Principles (GAAP).

Note 2 - Agent Multiple-Employer Defined Benefit Pension Plan (Miscellaneous Plan):

Schedule of Changes in the Net Pension Liability and Related Ratios

This schedule reports the beginning and ending balances of the total pension liability, the plan assets available for pension benefits (called plan net position), and the net pension liability, as well as the change in those amounts during the year presented by cause (similar to the note disclosure). It also reports the total pension liability, plan net position, net pension liability, a ratio of plan net position divided by the total pension liability, the payroll amount for current employees in the plan (covered-employee payroll), and a ratio of the net pension liability divided by covered payroll.

Schedule of Contributions

This schedule reports the agent multiple-employer's contributions to the plan which are actuarially determined, the employer's actual contributions, the difference between the actual and actuarially determined contributions, and a ratio of the actual contributions divided by covered payroll.

Note 3 - Cost-Sharing Employer Defined Benefit Pension Plan (Safety Plan)

Schedule of Proportionate Share of the Net Pension Liability

This schedule reports the proportion (percentage) of the collective net pension liability, the proportionate share (amount) of the collective net pension liability, the employer's covered employee payroll, the proportionate share (amount of the collective net pension liability as a percentage of the employer's covered employee payroll and the pension plan's fiduciary net position as a percentage of the total pension liability.

Schedule of Contributions

This schedule reports the cost sharing employer's contributions to the plan which are actuarially determined, the employer's actual contributions, the difference between the actual and actuarially determined contributions.

Note 4 - Other Post-Employment Benefits

Schedule of Changes in the City's Net OPEB Liability and Related Ratios

This schedule presents information about the components of the net OPEB liability and related ratios, including the OPEB plan's fiduciary net position as a percentage of the total OPEB liability, and the net OPEB liability as a percentage of covered-employee payroll.

Schedule of Contributions

This schedule reports the City's contributions to the plan which are actuarially determined, the employer's actual contributions, the difference between the actual and actuarially determined contributions, and a ratio of the actual contributions divided by covered-employee payroll.

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budgeted Amounts		Actual Amounts Budgetary Basis	Variance Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Property taxes	$ 46,618,856	$ 46,618,856	$ 46,585,299	$ (33,557)
Sales taxes	40,838,113	40,838,113	39,562,251	(1,275,862)
Other taxes	22,403,500	22,403,500	21,766,940	(636,560)
Licenses and permits	3,503,000	3,503,000	3,361,835	(141,165)
Intergovernmental	12,902,236	12,952,466	13,494,977	542,511
Contributions from outside sources	-	-	72,038	72,038
Fines and forfeitures	370,000	370,000	345,344	(24,656)
Charges for current services	8,228,131	8,228,131	9,390,184	1,162,053
Use of money and property	5,778,381	5,778,381	10,395,458	4,617,077
Miscellaneous	528,500	528,500	565,502	37,002
Total Revenues	141,170,717	141,220,947	145,539,828	4,318,881
EXPENDITURES				
Current:				
General Government:				
City Council	183,987	183,987	149,199	34,788
City Manager	2,710,742	3,088,332	2,599,416	488,916
City Attorney	2,484,810	2,515,807	2,373,224	142,583
Administrative Services	8,375,380	8,561,271	7,519,467	1,041,804
General Services	3,274,834	3,374,834	3,331,579	43,255
Fire	27,819,126	27,819,126	28,049,428	(230,302)
Police	46,175,001	46,776,731	43,538,187	3,238,544
Public Works	10,083,776	10,106,672	8,703,713	1,402,959
Community Development	20,253,814	21,012,021	16,832,592	4,179,429
Economic Development	3,103,334	3,119,531	2,686,915	432,616
Library	6,910,291	6,989,338	6,762,032	227,306
Capital Outlay	1,898,000	2,269,000	321,392	1,947,608
Debt service:				
Principal	-	-	763,280	(763,280)
Interest and fiscal charges	-	-	18,800	(18,800)
Total Expenditurs	133,273,095	135,816,650	123,649,224	12,167,426
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	7,897,622	5,404,297	21,890,604	16,486,307
OTHER FINANCING SOURCES (USES)				
Transfers in	1,970,706	1,970,706	737,455	(1,233,251)
Transfers (out)	(14,373,000)	(14,373,000)	(14,507,398)	(14,507,398)
Total Other Financing Sources (Uses)	1,970,706	1,970,706	(13,769,943)	(15,740,649)
Net change in fund balance	9,868,328	7,375,003	8,120,661	$ 745,658
Fund balance-beginning	83,929,752	83,929,752	83,929,752	
Fund balance-ending	$ 93,798,080	$ 91,304,755	$ 92,050,413	

See Notes to Required Supplementary Information

LOW INCOME HOUSING SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget	Actual	Variance Positive (Negative)
REVENUES			
Contributions from outside sources	$ -	$ 715	$ 715
Charges for services	400,000	4,803,807	4,403,807
Use of money and property	129,737	584,309	454,572
Miscellaneous	100,000	546,118	446,118
Total Revenues	629,737	5,934,949	5,305,212
EXPENDITURES			
Current:			
Community Development	3,703,916	1,192,923	2,510,993
Capital Outlay:	350,000	-	350,000
Total Expenditures	4,053,916	1,192,923	2,860,993
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	(3,424,179)	4,742,026	8,166,205
OTHER FINANCING SOURCES (USES)			
Transfers (out)	(592,000)	(257,012)	334,988
Total Other Financing Sources (Uses)	(592,000)	(257,012)	334,988
Net change in fund balance	$ (4,016,179)	4,485,014	$ 8,501,193
Fund balances - beginning, as restated		39,799,959	
Fund balances - ending		$ 44,284,973	

City of Livermore

Schedule of Changes in the Net Pension Liability and Related Ratios – Miscellaneous Plan

Last Ten Fiscal Years

SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
Miscellaneous Plan[1]
An Agent Multiple-Employer Defined Benefit Pension Plan
Last 10 Years[2]

	Measurement period ended June 30,									
	2014	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**
Total Pension Liability[3]										
Service Cost	$ 4,972,951	$ 4,537,193	$ 4,562,441	$ 5,221,025	$ 5,353,724	$ 5,434,229	$ 5,542,184	$ 5,758,510	$ 6,196,254	$ 5,928,894
Interest on total pension liability	16,548,323	17,148,686	18,070,523	18,672,998	19,302,859	20,616,830	21,754,166	22,490,655	23,169,756	24,292,885
Changes in assumptions[4]	-	(4,175,908)	-	15,364,082	(2,304,595)	-	-	-	10,174,287	326,411
Differences between expected and actual experience	-	(3,477,134)	1,428,415	(1,649,050)	(921,100)	6,244,408	3,404,399	(2,611,847)	(1,740,186)	3,767,894
Benefit payments, including refunds of employee contributions	(9,745,631)	(10,512,026)	(11,641,525)	(11,823,392)	(12,027,431)	(13,100,635)	(14,104,669)	(14,879,565)	(16,446,814)	(17,651,962)
Net change in total pension liability	**11,775,643**	**3,520,811**	**12,419,854**	**25,785,663**	**9,403,457**	**19,194,832**	**16,596,080**	**10,757,753**	**21,353,297**	**16,664,122**
Total pension liability - beginning	223,030,646	234,806,289	238,327,100	250,746,954	276,532,617	285,936,074	305,130,906	321,726,986	332,484,739	353,838,036
Total pension liability - ending (a)	$ 234,806,289	$ 238,327,100	$ 250,746,954	$ 276,532,617	$ 285,936,074	$ 305,130,906	$ 321,726,986	$ 332,484,739	$ 353,838,036	$ 370,502,158
Plan fiduciary net position										
Contributions - employer	$ 5,315,795	$ 5,509,908	$ 6,359,536	$ 7,245,912	$ 7,671,730	$ 8,682,861	$ 9,778,161	$ 10,678,645	$ 11,735,625	$ 12,350,716
Contributions - employee	2,148,997	1,995,107	2,089,854	2,145,822	2,298,455	2,383,496	2,349,388	2,345,433	2,310,862	2,339,012
Net investment income	26,647,212	3,984,421	936,187	19,644,077	16,437,015	13,686,966	10,900,291	51,699,700	(20,990,725)	15,725,328
Benefit payments	(9,745,631)	(10,512,026)	(11,641,525)	(11,823,392)	(12,027,431)	(13,100,635)	(14,104,669)	(14,879,565)	(16,446,814)	(17,651,962)
Net plan to plan resource movement	-	-	-	-	(481)	-	-	-	-	-
Administrative expense	-	(201,583)	(109,139)	(260,907)	(301,784)	(147,841)	(308,279)	(227,049)	(172,497)	(186,297)
Other miscellaneous income/(expense)	-	-	-	-	(573,094)	481	-	-	-	-
Net change in plan fiduciary net position	**24,366,373**	**775,827**	**(2,365,087)**	**16,951,512**	**13,504,410**	**11,505,328**	**8,614,892**	**49,617,164**	**(23,563,549)**	**12,576,797**
Total fiduciary net position - beginning	153,937,012	178,303,385	179,079,212	176,714,125	193,665,637	207,170,047	218,675,375	227,290,267	276,907,431	253,343,882
Total fiduciary net position - ending (b)	$ 178,303,385	$ 179,079,212	$ 176,714,125	$ 193,665,637	$ 207,170,047	$ 218,675,375	$ 227,290,267	$ 276,907,431	$ 253,343,882	$ 265,920,679
Net pension liability - ending (a) - (b)	$ 56,502,904	$ 59,247,888	$ 74,032,829	$ 82,866,980	$ 78,766,027	$ 86,455,531	$ 94,436,719	$ 55,577,308	$ 100,494,154	$ 104,581,479
Fiscal Year Ended	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024
Plan fiduciary net position as a percentage of the total pension liability	75.94%	75.14%	70.48%	70.03%	72.45%	71.67%	70.65%	83.28%	71.60%	71.77%
Covered payroll [5]	$ 25,934,554	$ 24,958,429	$ 25,849,521	$ 26,984,829	$ 27,914,510	$ 29,985,230	$ 30,451,705	$ 30,835,078	$ 36,952,443	$ 31,421,164
Net pension liability as percentage of covered payroll	217.87%	237.39%	286.40%	307.09%	282.17%	288.33%	310.12%	180.24%	271.96%	332.84%

Notes to Schedule

[1] All Tiers of the Miscellaneous plan were combined on GASB 68 report by CalPERS.

[2] This schedule is intended to show information for 10 years. Information in this schedule is not available prior to 2014. Additional years will be added to this schedule in future fiscal years until 10 years of data is presented.

[3] Benefit changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after the June 30, 2017 valuation date.
This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes).

[4] Changes in assumptions: Discount rates	7.50%	7.65%	7.65%	7.15%	7.15%	7.15%	7.15%	7.15%	6.90%	6.90%

[5] Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-20; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

City of Livermore

Schedule of the Plan's Proportionate Share of the Net Pension Liability and Related Ratios as of the Measurement Date – Safety Police Plan
Last Ten Fiscal Years

SCHEDULE OF THE PLAN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY AND RELATED RATIOS AS OF THE MEASUREMENT DATE
Safety Police Plan
A Cost Sharing Defined Benefit Pension Plan
Last 10 Years

Measurement period ended June 30,	Proportion of the net pension liability	Proportionate share of the net pension liability	Plan's covered payroll [1]	Proportionate share of the net penion Liability/(assets) as a percentage of its covered payroll	Plan's proportionate share of the fiduciary net position as a percentage of the plan's total pension liability	Fiscal Year ended June 30,
2015	0.62029%	$ 25,558,797	$ 9,776,879	261.42%	79.04%	2016
2016	0.63978%	33,135,364	10,332,152	320.70%	74.13%	2017
2017	0.64020%	38,253,169	10,874,918	351.76%	73.15%	2018
2018	0.66102%	38,785,811	11,599,156	334.38%	74.09%	2019
2019	0.67581%	42,187,668	12,310,910	342.69%	74.04%	2020
2020	0.69837%	46,528,122	13,023,674	357.26%	72.96%	2021
2021	0.79545%	27,916,195	12,779,176	218.45%	86.61%	2022
2022	0.79683%	54,723,769	12,987,878	421.34%	75.52%	2023
2023	0.79476%	59,408,142	13,844,914	429.10%	74.87%	2024

[1] With the implementation of GASB 82, Covered Payroll is defined as the actual payroll on which contributions to a pension plan are based.

See Notes to Required Supplementary Information

SCHEDULE OF CONTRIBUTIONS
Miscellaneous Plan[1]
An Agent Multiple-Employer Defined Benefit Pension Plan
Last 10 Years

Fiscal year ended June 30,	Actuarially determined contributions	Contributions in relation to the actuarially determined contributions	Contributions deficiency (excess)	Covered payroll	Contributions as a percentage of covered payroll
2015 [3]	$ 5,509,908	$ (5,509,908)	$ -	$ 24,958,429	22.08%
2016 [3]	6,359,536	(6,359,536)	-	25,849,521	24.60%
2017 [3]	7,245,912	(7,245,912)	-	26,984,829	26.85%
2018 [3]	7,671,730	(7,671,730)	-	27,914,510	27.48%
2019 [3]	8,878,238	(8,878,238)	-	29,985,230	29.61%
2020 [2]	10,004,357	(10,004,357)	-	30,451,705	32.85%
2021 [2]	10,927,202	(10,927,202)	-	30,835,078	35.44%
2022 [2]	11,735,625	(11,735,625)	-	36,952,443	31.76%
2023 [2]	12,350,716	(12,350,716)	-	31,421,164	39.31%
2024 [2]	11,614,698	(11,614,698)	-	39,300,098	29.55%

Notes to Schedule

Methods and assumptions used to determine

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll
Amortization period	A fixed 30-year period with the increases or decreases in the rate spread directly over a 5-year
Asset valuation method	Market value of assets
Inflation	2.500%
Salary increases	Varies by Entry Age and Service
Payroll growth	2.750%
Investment rate of return	6.90%, net of pension plan investment expense, including inflation.
Retirement age	50 years
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period

Benefit changes: None
Changes in assumptions: None

[1] All Tiers of the Miscellaneous plan were combined on GASB 68 report by CalPERS.

[2] As prescribed in GASB 68, paragraph 46, the information presented is from the most recent year

[3] Fiscal years noted in this table match with the fiscal years presented in the GASB 68 actuarial valuation report

SCHEDULE OF CONTRIBUTIONS Safety Police Plan A Cost Sharing Defined Benefit Pension Plan Last 10 Years					
Fiscal year ended June 30,	**Actuarially determined contributions**	**Contributions in relation to the actuarially determined contributions**	**Contributions deficiency (excess)**	**Covered payroll [1]**	**Contributions as a percentage of covered payroll**
2015 [2]	$ 2,620,741	$ (2,620,741)	$ -	$ 9,776,879	26.81%
2016 [2]	2,894,745	(2,894,745)	-	10,332,152	28.02%
2017 [2]	3,301,561	(3,301,561)	-	10,874,918	30.36%
2018 [2]	3,759,899	(3,759,899)	-	11,599,156	32.42%
2019 [2]	4,387,258	(4,387,258)	-	12,310,910	35.64%
2020 [3]	5,095,707	(5,095,707)	-	13,023,674	39.13%
2021 [3]	5,548,843	(5,548,843)	-	12,779,176	43.42%
2022 [3]	5,916,978	(5,916,978)	-	12,987,878	45.56%
2023 [3]	6,516,715	(6,516,715)	-	13,844,914	47.07%
2024 [3]	6,837,202	(6,837,202)	-	16,035,015	42.64%

Notes to Schedule
Benefit changes: None
Changes in assumptions: None

1 Covered Payroll is defined as the actual payroll on which contributions to a pension plan are based.
[2] Fiscal years noted in this table match with the fiscal years presented in the GASB 68 actuarial valuation report
[3] As prescribed in GASB 68, paragraph 46, the information presented is from the most recent year

City of Livermore

Schedule of Changes in the City's Net OPEB Liability and Related Ratios

Last Ten Fiscal Years*

SCHEDULE OF CHANGES IN THE CITY'S NET OPEB LIABILITY AND RELATED RATIOS
Last 10 Fiscal Years

Fiscal year Ended June 30,	2018	2019	2020	2021	2022	2023	2024
Measurement date as of June 30,	2017	2018	2019	2020	2021	2022	2023
Service Cost	$ 1,324,000	$ 1,364,072	$ 1,404,890	$ 1,188,021	$ 1,223,662	$ 1,032,271	$ 1,087,105
Interest	4,461,000	4,645,578	4,827,840	4,936,407	5,115,274	4,869,477	4,886,409
Changes of benefit terms	-	-	-	-	-	-	-
Changes in assumptions	-	-	4,311,034	-	(1,463,176)	1,365,243	93,577
Differences between expected and actual experience	-	-	(5,282,915)	-	(1,868,874)	-	(9,974,671)
Benefit payments, including refunds	(2,839,793)	(3,109,307)	(3,383,525)	(3,363,911)	(3,452,661)	(3,748,080)	(3,838,518)
Net change in total OPEB liability	2,945,207	2,900,343	1,877,324	2,760,517	(445,775)	3,518,911	(7,746,098)
Total OPEB liability - beginning	68,715,793	71,661,000	74,561,343	76,438,667	79,199,184	78,753,409	82,272,320
Total OPEB liability - ending (a)	$ 71,661,000	$ 74,561,343	$ 76,438,667	$ 79,199,184	$ 78,753,409	$ 82,272,320	$ 74,526,222
Plan fiduciary net position							
Contributions - employer	$ 5,747,533	$ 5,324,000	$ 5,380,000	$ 4,900,000	$ 5,163,000	$ 5,035,080	$ 4,720,518
Net investment income	2,128,521	2,012,498	1,855,034	805,844	10,050,944	(5,719,634)	4,064,254
Benefit payments, including refunds	(2,839,793)	(3,109,307)	(3,383,525)	(3,363,911)	(3,452,661)	(3,748,080)	(3,838,518)
Administrative expense	(86,886)	(102,288)	(111,259)	(121,024)	(141,453)	(78,844)	(73,449)
Net change in plan fiduciary net position	4,949,375	4,124,903	3,740,250	2,220,909	11,619,830	(4,511,478)	4,872,805
Plan fiduciary net position - beginning	17,215,192	22,164,567	26,289,470	30,029,720	32,250,629	43,870,459	39,358,981
Plan fiduciary net position - ending (b)	$ 22,164,567	$ 26,289,470	$ 30,029,720	$ 32,250,629	$ 43,870,459	$ 39,358,981	$ 44,231,786
City's net OPEB liability - ending (a) - (b)	$ 49,496,433	$ 48,271,873	$ 46,408,947	$ 46,948,555	$ 34,882,950	$ 42,913,339	$ 30,294,436
Plan fiduciary net position as a percentage of the total pension liability	30.9%	35.3%	39.3%	40.7%	55.7%	47.8%	59.4%
Covered payroll [1]	$ 29,345,533	$ 29,169,986	$ 28,506,581	$ 26,656,102	$ 26,508,421	$ 23,571,067	$ 20,357,510
City's net OPEB liability as a percentage of covered payroll	168.7%	102.3%	162.8%	176.1%	131.6%	182.1%	148.8%

[1] With the implementation of GASB 82, Covered Payroll is defined as the actual payroll on which contributions to a pension plan are based.

Notes to Schedule

Benefit changes: None

Changes in assumptions:

- Decreased medical trend rate for Kaiser Senior Advantage plans
- Medical Plan Election updated based on current experience
- Mortalility improvement scale was updated to Scale MP-2020

City of Livermore
Other Post-Employment Benefits Schedule of Contributions
Last Ten Fiscal Years*

SCHEDULE OF CONTRIBUTIONS OTHER POST EMPLOYEMENT BENEFITS Last 10 Fiscal Years [1]					
Fiscal year ended June 30,	Actuarially determined contributions	Contributions in relation to the actuarially determined contributions	Contributions deficiency (excess)	Covered payroll [2]	Contributions as a percentage of covered payroll
2018	$ 5,060,000	$ (5,747,533)	$ (687,533)	$ 29,345,533	19.59%
2019	5,082,000	(5,324,000)	(242,000)	29,169,986	18.25%
2020	4,900,000	(5,380,000)	(480,000)	28,506,581	18.87%
2021	4,963,000	(5,163,000)	(200,000)	26,508,421	19.48%
2022	5,035,080	(5,035,080)	-	23,571,067	21.36%
2023	4,718,000	(4,720,518)	(2,518)	23,052,445	20.48%
2024	3,635,000	(4,406,083)	(771,083)	20,357,510	21.64%

Notes to Schedule

Valuation date:	June 30, 2022
Methods and assumptions used to determine	
Actuarial cost method	Entry age, level percentage of payroll
Amortization method	Level percentage of payroll
Remaining amortization period	14-year fixed period for 2023-24
Asset valuation method	Investment gains and losses spread over 5-year rolling period
Inflation	2.50%
Healthcare cost trend rates	Non-medicare - 8.5% for 2025, scaling down to 3.45% in 2076 Medicare - 7.50% for 2025 scaling down to 3.45% in 2076
Salary increases	2.75%
Discount Rate	6.25%
Mortality	CalPERS 2000-2019 Experience Study
Benefit changes:	None
Changes in assumptions:	None

[1] This schedule is intended to show information for 10 years. Additional years will be added to this schedule in future fiscal years until 10 years of data is presented.

[2] With the implementation of GASB 82, Covered Payroll is defined as the actual payroll on which contributions to a pension plan are based.

Supplementary Information
June 30, 2024

City of Livermore

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Special Revenue Funds are used to account for City revenues from sources that, by law or administrative action, are designated to finance particular functions or activities of government. The individual special revenue funds are as follows:

Housing Successor Agency
Established to account for assets and liabilities assumed by the City from the former Redevelopment Agency's Low and Moderate Income Housing Fund.

Housing and Community Assistance
Established to account for outside resources used for Housing and Human Service programs that can be used to create and expand affordable housing opportunities.

Horizons
Established to account for the receipt of grant funds from the Federal Department of Health and Human Services (passed through the Alameda County Probation Department and the Alameda County Health Care Services Agency) for the youth diversion program.

Solid Waste Management
Established to account for funds received from waste hauler franchise fees and Alameda County Waste Management Authority used to administer and participate in City/County planning programs to ensure compliance with the California Integrated Solid Waste Management Act, AB 939.

Maintenance District
Established to account for the receipt and disbursement of Landscape and Maintenance District fees collected from developers and homeowners.

City Street Sweeping
Established to administer funds received through solid waste collection fees.

Park Fee
Established to administer the AB1600 funds received from developers to construct new parks in the City.

Other Special Revenue Funds
Established to account for City programs including the Public Art In-Lieu Fee Program, Altamont Open Space Program, and Brownfield Program.

PEG
Established to account for Public, Educational, and Government (PEG) Access funds received from local cable TV franchises used for capital related items for community cable programming.

Alameda County Transportation Funds
Established to account for funds received from the Alameda County Transportation Commission including Measure B funds, Measure F funds (Vehicle Registration Fees), and project-specific grant funds which provide funding for street maintenance and improvement programs, pedestrian programs, and transportation-related capital projects.

Gas Tax
Established to account for revenue apportioned to the City from State Street & Highways Codes 2103, 2105, 2106, and 2107, and State Department of Transportation Proposition 1B funds which are expended for construction and maintenance of City streets.

Host Community Impact Fee
Established to account for the collection of Host Community Impact Fees from the Altamont and Vasco Road Landfills which are restricted for the use of promoting the arts in Livermore.

Other Impact Fee Special Revenue Fund
Established to account for other City impact fees including the Downtown Revitalization Impact Fee, Human Services Facilities Impact Fees, Parking Space Impact Fees, Storm Drain Impact Fees, and Solid Waste and Recycling Impact Fees to be expended according to their respective City ordinances.

Tri-Valley Transportation Council (TVTC) 20% Fee
Established to account for receipts of Tri-Valley Transportation Council fees for specific capital improvement projects.

Other Local, State, and Federal Grants Special Revenue Fund
Established to account for various grants from local agencies, the State of California, and the Federal Government to be expended for a specific program, activity or facility.

Debt Service Funds are used to account for the payment of principal and interest on city-wide governmental debt.

2020 COP
Series A were issued to defease 2014 COP Series A. Series B were issued to defease LCPFA 2011 COP and the 2014 COP Series B.

2022 COPS
2022 COPS were issued to provide financing for the design and construction of a parking garage to provide adequate parking for all existing and new development and other improvements of the City.

Capital Projects Funds are used to account for and report financial resources that are restricted, committed or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Traffic Impact Fee
Established to account for traffic impact fees collected from developers for the purpose of constructing or providing circulation system improvements.

Isabel Avenue
Established to account for the construction of new interchange on I-580 at Isabel Avenue/ Route 84 Extension. Financing is provided by Other Local, State and Federal Grant Funds, Alameda County Transportation Fund, and developer impact fees.

El Charro Specific Plan
Established to account for the design and construction of the public infrastructure to serve the El Charro Specific Plan Area. Financing is provided by the Water Enterprise Fund, Storm Drain Fund, Traffic Impact Fee Fund, LCPFA COP 2008 and 2011 COP Construction Funds, Alameda County Zone 7 Water Agency, Alameda County Transportation Commission Grant Funds, State grants, City of Pleasanton, and development impact fees collected.

Developer Deposits
Established to account for developer fees received pursuant to development agreements, performance deposits, public park improvement fees and transportation development fees collected.

Other Capital Projects
Established to account for various quality community improvements including Transferable Development Credits from developers, fire station, Livermore park, and to account for construction of public improvements on College Avenue Assessment District 87-2A and Shea Community Facilities District.

Street Fund
Established to account for the construction and improvements of city streets including Vasco Road, Civic Center Bus Stop, and Route 84. Financing includes multiple sources including City funds (Tri-Valley Transportation Council Funds, Traffic Impact Fees) and third parties (California Department of Transportation, LAVTA and Agency Trust).

2022 COPS Construction Capital Fund
Established to account for the receipt and disbursement of the design and construction of a parking garage to provide adequate parking for all existing and new development and other improvements of the City.

City of Livermore
Non-Major Governmental Funds – Combining Balance Sheet
June 30, 2024

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2024

	SPECIAL REVENUE FUNDS					
	Housing Successor Agency	Housing & Community Assistance	Horizons	Solid Waste Management	Maintenance District	City Street Sweeping
ASSETS						
Cash and investments in City Treasury	$ 1,723,453	$ 1,441,614	$ 222,753	$ 245,867	$ 15,892,496	$ 298,387
Cash and investments with Trustees	-	-	-	-	-	-
Accounts receivables, net	-	-	431,139	59,867	17,431	-
Prepaids and supplies	-	-	-	-	-	-
Interest receivable	2,797,959	58,040	-	-	-	-
Notes receivable	7,122,770	431,400	-	-	-	-
Land held for redevelopment	-	-	-	-	-	-
Due from other funds	-	-	-	-	-	-
Total Assets	$ 11,644,182	$ 1,931,054	$ 653,892	$ 305,734	$ 15,909,927	$ 298,387
LIABILITIES						
Accounts payable and other accruals	$ -	$ 15,690	$ 103	$ 4,620	$ 293,463	572
Accrued payroll	-	-	32,814	18,267	37,619	8,326
Interest payable	-	-	-	-	-	-
Deposits payable	-	-	-	-	-	-
Due to other funds	-	-	-	-	-	-
Advances from other funds	-	-	-	-	-	-
Unearned rents and revenue	-	-	-	-	-	-
Total Liabilities	-	15,690	32,917	22,887	331,082	8,898
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue- special assessments	-	-	-	-	-	-
Unavailable revenue	2,797,959	58,040	-	-	-	-
Total deferred inflows of resources	2,797,959	58,040	-	-	-	-
FUND BALANCE						
Nonspendable	-	-	-	-	-	-
Restricted	8,846,223	1,857,324	620,975	282,847	15,578,845	289,489
Committed	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-
Total Fund Balances (Deficits)	8,846,223	1,857,324	620,975	282,847	15,578,845	289,489
Total Liabilities, deferred inflows of resources, and fund balances (deficits)	$ 11,644,182	$ 1,931,054	$ 653,892	$ 305,734	$ 15,909,927	$ 298,387

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2024

	SPECIAL REVENUE FUNDS							
	Park Fee	Other Special Revenue Funds	PEG	Alameda County Transportation Funds	Gas Tax	Host Community Impact Fee	Other Impact Fee	TVTC 20% Fee
	$ 5,669,173	$ 5,122,972	$ 1,545,814	$ 12,516,785	$ 15,501,236	$ 1,098,518	$ 3,136,140	$ 3,130,224
	-	-	-	-	-	-	-	-
	500	152	55,836	562,569	386,436	269,920	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	57,295	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	$ 5,669,673	$ 5,180,419	$ 1,601,650	$ 13,079,354	$ 15,887,672	$ 1,368,438	$ 3,136,140	$ 3,130,224
	$ 218,231	$ 20,915	$ -	$ 662,555	$ 885,706	$ -	$ 500	$ -
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	41,762	36,585	-	3,116	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	3,586,595	-
	-	105,310	-	-	-	-	-	-
	218,231	126,225	-	704,317	922,291	-	3,590,211	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	5,451,442	2,146,637	1,601,650	12,375,037	14,965,381	1,368,438	-	3,130,224
	-	2,907,557	-	-	-	-	-	-
	-	-	-	-	-	-	(454,071)	-
	5,451,442	5,054,194	1,601,650	12,375,037	14,965,381	1,368,438	(454,071)	3,130,224
	$ 5,669,673	$ 5,180,419	$ 1,601,650	$ 13,079,354	$ 15,887,672	$ 1,368,438	$ 3,136,140	$ 3,130,224

(Continued)

City of Livermore
Non-Major Governmental Funds – Combining Balance Sheet
June 30, 2024

NON-MAJOR GOVERNMENTAL FUNDS COMBINING BALANCE SHEET JUNE 30, 2024	SPECIAL REVENUE FUND	DEBT SERVICE FUND		CAPITAL PROJECTS FUNDS	
.	Other Local, State and Federal Grants	2020 COPS	2022 COPS	Traffic Impact Fee	2022 COPS Construction Capital Projects Fund
ASSETS					
Cash and investments in City Treasury	$ 3,677,429	$ -	$ -	$ 24,643,164	$ (1,333,929)
Cash and investments with Trustees	-	-	2	-	24,566,462
Accounts receivables, net	561,197	-	-	-	-
Prepaids and supplies	-	-	-	-	-
Interest receivable	212,971	-	-	-	-
Notes receivable	1,638,134	-	-	-	-
Land held for redevelopment	-	-	-	-	-
Due from other funds	-	-	-	-	-
Total Assets	$ 6,089,731	$ -	$ 2	$ 24,643,164	$ 23,232,533
IABILITIES					
Accounts payable and other accruals	$ 339,644	$ -	$ -	$ 363,968	$ 3,397,848
Accrued payroll	7,595	-	-	-	-
Interest payable	-	-	-	-	-
Deposits payable	652,321	-	-	-	159,389
Due to other funds	-	-	-	-	-
Advances from other funds	-	-	-	-	-
Unearned rents and revenue	48,685	-	-	-	-
Total Liabilities	1,048,245	-	-	363,968	3,557,237
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue- special assessments	-	-	-	-	-
Unavailable revenue	212,970	-	-	-	-
Total deferred inflows of resources	212,970	-	-	-	-
FUND BALANCE					
Nonspendable	-	-	-	-	-
Restricted	4,828,516	-	2	24,279,196	19,675,296
Committed	-	-	-	-	-
Unassigned	-	-	-	-	-
	4,828,516	-	2	24,279,196	19,675,296
Total Liabilities, deferred inflows of resources, and fund balances (deficits)	$ 6,089,731	$ -	$ 2	$ 24,643,164	$ 23,232,533

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2024

CAPITAL PROJECTS FUNDS				PERMANENT FUND	
El Charro Specific Plan	Developer Deposits	Other Capital Projects	Street Fund	Doolan Canyon Endowment Fund	Total Nonmajor Governmental Funds
$ -	$ 3,131,474	$ 19,282,635	$ -	$ -	$ 116,946,205
-	-	-	-	-	24,566,464
-	-	-	-	-	2,345,047
-	-	-	-	-	-
-	-	-	-	-	3,068,970
-	-	-	-	-	9,249,599
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ 3,131,474	$ 19,282,635	$ -	$ -	$ 156,176,285
$ -	$ 7,913	$ -	$ -	$ -	$ 6,211,728
-	-	-	-	-	104,621
-	-	-	-	-	-
-	1,360,206	-	-	-	2,253,379
-	-	-	-	-	-
-	-	-	-	-	3,586,595
-	1,763,355	-	-	-	1,917,350
-	3,131,474	-	-	-	14,073,673
-	-	-	-	-	-
-	-	-	-	-	3,068,969
-	-	-	-	-	3,068,969
-	-	-	-	-	-
-	-	19,282,635	-	-	136,580,157
-	-	-	-	-	2,907,557
-	-	-	-	-	(454,071)
-	-	19,282,635	-	-	139,033,643
$ -	$ 3,131,474	$ 19,282,635	$ -	$ -	$ 156,176,285

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2024

	SPECIAL REVENUE FUNDS					
	Housing Successor Agency	Housing & Community Assistance	Horizons	Solid Waste Management	Maintenance District	City Street Sweeping
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ 4,686,394	$ -
Intergovernmental	-	54,406	-	246,127		-
Contributions from outside sources	-	-	210,000	333,682		-
Charges for services	-	-	643,242			738,981
Use of money and property	71,855	5,713	-	8,124		-
Miscellaneous	-	-	-	-		-
Total Revenues	71,855	60,119	853,242	587,933	4,686,394	738,981
EXPENDITURES						
Current:						
General Government						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	989,980	-	-	-
Public Works	-	-	-	626,747	3,399,051	518,283
Community Development	44	2,094	-	-	-	-
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:			-			
Capital projects	-	55,892	-	-	365,455	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total Expenditures	44	57,986	989,980	626,747	3,764,506	518,283
EXCESS (DEFICIENCW) OF REVENUES OVER EXPENDITURES	71,811	2,133	(136,738)	(38,814)	921,888	220,698
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	240,000	-	358,087	-
Transfers (out)	-	-	-	-	(266,797)	-
Total Other Financing Sources (Uses)	-	-	240,000	-	91,290	-
Net change in fund balances	71,811	2,133	103,262	(38,814)	1,013,178	220,698
Fund balances (deficits)- beginning, as restated	8,774,412	1,855,191	517,713	321,661	14,565,667	68,791
Fund balances (deficits)- ending	$ 8,846,223	$ 1,857,324	$ 620,975	$ 282,847	$ 15,578,845	$ 289,489

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2024

SPECIAL REVENUE FUNDS							
Park Fee	Other Special Revenue Funds	PEG	Alameda County Transportation Funds	Gas Tax	Host Community Impact Fee	Other Impact Fee	TVTC 20% Fee
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	3,412,305	4,576,090	-	-	-
-	372,175	-	-	-	533,851	-	-
1,374,142	79,630	228,467	-	-	-	1,831,091	74,748
158,155	128,096	-	384,250	572,622	42,547	-	140,779
-	16,915	-	-	730	-	-	-
1,532,297	596,816	228,467	3,796,555	5,149,442	576,398	1,831,091	215,527
-	-	70,780	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	114,730	-	101,180	-	-
385,155	57,856	-	180,693	2,409,636	-	3,466,688	-
-	40,529	-	-	-	-	-	-
-	-	-	-	-	-	-	-
63,726	228,465	-	1,505,155	1,697,011	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
448,881	326,850	70,780	1,800,578	4,106,647	101,180	3,466,688	-
1,083,416	269,966	157,687	1,995,977	1,042,795	475,218	(1,635,597)	215,527
-	-	-	-	-	-	-	-
-	(19,248)	-	-	(117,294)	(508,600)	-	-
-	(19,248)	-	-	(117,294)	(508,600)	-	-
1,083,416	250,718	157,687	1,995,977	925,501	(33,382)	(1,635,597)	215,527
4,368,026	4,803,476	1,443,963	10,379,060	14,039,880	1,401,820	1,181,526	2,914,697
$ 5,451,442	$ 5,054,194	$ 1,601,650	$ 12,375,037	$ 14,965,381	$ 1,368,438	$ (454,071)	$ 3,130,224

(Continued)

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2024

	SPECIAL REVENUE FUND	DEBT SERVICE FUNDS		CAPITAL PROJECTS FUNDS	
	Other Local, State and Federal Grants	2020 COPS	2022 COPS	Traffic Impact Fee	2022 COPS Construction Capital Projects Fund
REVENUES					
Taxes and special assessments	$ -	$ -	$ -	$ -	$ -
Intergovernmental	2,610,800	-	-	-	254,508
Contributions from outside sources	52,024	-	-	-	-
Charges for services	-	-	-	1,128,579	-
Use of money and property	41,387	-	397	1,021,847	1,564,223
Miscellaneous	97,775	-	-	-	-
Total Revenues	2,801,986	-	397	2,150,426	1,818,731
EXPENDITURES					
Current:					
General Government:					
City Manager	-	-	-	583,024	-
Fire	8,838	-	-	-	-
Police	338,882	-	-	-	-
Public works	41,234	-	-	-	-
Community Development	2,102,215	-	-	-	-
Economic Development		-	-	-	-
Library	137,291	-	-	-	-
Capital Outlay:					
Capital projects	249,430	-	-	376,501	16,251,651
Debt service:					
Principal retirement	360,758	2,948,660	665,000	-	-
Interest and fiscal charges	31,669	1,438,177	1,916,050	-	-
Total Expenditures	3,270,317	4,386,837	2,581,050	959,525	16,251,651
EXCESS (DEFICIENCW) OF REVENUES OVER EXPENDITURES	(468,331)	(4,386,837)	(2,580,653)	1,190,901	(14,432,920)
OTHER FINANCING SOURCES (USES)					
Transfers in	-	4,386,837	2,580,073	-	-
Transfers (out)	(12,426)	-	-	(64,677)	-
Total Other Financing Sources (Uses)	(12,426)	4,386,837	2,580,073	(64,677)	-
Net change in fund balances	(480,757)	-	(580)	1,126,224	(14,432,920)
Fund balances (deficits)- beginning, as restated	5,309,273	-	582	23,152,972	34,108,216
Fund balances (deficits)- ending	$ 4,828,516	$ -	$ 2	$ 24,279,196	$ 19,675,296

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2024

CAPITAL PROJECTS FUNDS				PERMANENT FUND	
El Charro Specific Plan	Developer Deposits	Other Capital Projects	Street Fund	Doolan Canyon Endowment	Total Nonmajor Governmental Funds
$ -	$ -	$ -	$ -	$ -	$ 4,686,394
-	-	-	-	-	11,154,236
-	-	-	-	-	1,501,732
-	-	-	-	-	6,098,880
-	-	-	-	-	4,139,995
-	5,902	4,723,774	-	-	4,845,096
-	5,902	4,723,774	-	-	32,426,333
-	-	-	-	-	653,804
-	-	-	-	-	8,838
-	-	-	-	-	1,328,862
-	-	-	-	-	4,801,225
-	-	-	-	601,048	9,205,429
-	-	-	-	-	40,529
-	-	-	-	-	137,291
-	-	-	-	-	20,793,286
-	-	-	-	-	3,974,418
-	-	-	-	-	3,385,896
-	-	-	-	601,048	44,329,578
-	5,902	4,723,774	-	(601,048)	(11,903,245)
-	-	-	-	-	7,564,997
-	-	-	-	-	(989,042)
-	-	-	-	-	6,575,955
-	5,902	4,723,774	-	(601,048)	(5,327,290)
-	(5,902)	14,558,861	-	601,048	144,360,933
$ -	$ -	$ 19,282,635	$ -	$ -	$ 139,033,643

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	HOUSING SUCCESSOR			HOUSING & COMMUNITY ASSISTANCE		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ -	$ -
Other taxes	-	-	-	-	-	-
Interest and rentals	-		-			-
Intergovernmental	-	-	-	1,326,000	54,406	(1,271,594)
Contributions from outside sources	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Use of money and property	20,234	71,855	51,621	-	5,713	5,713
Miscellaneous	-	-	-	61,000	-	(61,000)
Total Revenues	20,234	71,855	51,621	1,387,000	60,119	(1,326,881)
EXPENDITURES						
Current:						
General Government:						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public works	-	-	-	-	-	-
Community Development	500,715	44	500,671	66,771	2,094	64,677
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	-	-	-	1,326,000	55,892	1,270,108
Debt service:						
Principal	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total Expenditures	500,715	44	500,671	1,392,771	57,986	1,334,785
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	(480,481)	71,811	552,292	(5,771)	2,133	7,904
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net change in fund balance	$ (480,481)	71,811	$ 552,292	$ (5,771)	2,133	$ 7,904
Fund balances (deficits)- beginning, as restated		8,774,412			1,855,191	
Fund balances (deficits)- ending		$ 8,846,223			$ 1,857,324	

HORIZONS			SOLID WASTE MANAGEMENT			MAINTENANCE DISTRICT		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -	$ 4,698,797	$ 4,686,394	$ (12,403)
-	-	-	-	-	-	-	-	-
	-	-		-	-	-		-
-	-	-	293,550	246,127	(47,423)	-	-	-
135,500	210,000	74,500	-	333,682	333,682	-	-	-
700,000	643,242	(56,758)	335,101	-	(335,101)	-	-	-
-	-	-	2,474	8,124	5,650	169,026	-	(169,026)
3,000	-	(3,000)	-	-	-	-	-	-
838,500	853,242	14,742	631,125	587,933	(43,192)	4,867,823	4,686,394	(181,429)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
1,215,323	989,980	225,343	-	-	-	-	-	-
-	-	-	777,904	626,747	151,157	4,017,870	3,399,051	618,819
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	365,455	(365,455)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
1,215,323	989,980	225,343	777,904	626,747	151,157	4,017,870	3,764,506	253,364
(376,823)	(136,738)	240,085	(146,779)	(38,814)	107,965	849,953	921,888	71,935
240,000	240,000	-	12,190	-	(12,190)	205,000	358,087	153,087
-	-	-	-	-	-	(250,000)	(266,797)	(16,797)
240,000	240,000	-	12,190	-	(12,190)	(45,000)	91,290	136,290
$ (136,823)	103,262	$ 240,085	$ (134,589)	(38,814)	$ 95,775	$ 804,953	1,013,178	$ 208,225
	517,713			321,661			14,565,667	
	$ 620,975			$ 282,847			$ 15,578,845	

(Continued)

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	CITY STREET SWEEPING			PARK FEE		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ -	$ -
Other taxes	-	-	-	-	-	-
Interest and rentals			-			-
Intergovernmental	-	-	-	-	-	-
Contributions from outside sources	-	-	-	-	-	-
Charges for services	741,117	738,981	(2,136)	3,400,000	1,374,142	(2,025,858)
Use of money and property	-	-	-	49,395	158,155	108,760
Miscellaneous	-	-	-	-	-	-
Total Revenues	741,117	738,981	(2,136)	3,449,395	1,532,297	(1,917,098)
EXPENDITURES						
Current:						
General Government:						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public works	518,283	518,283	-	-	-	-
Community Development	-	-	-	2,380,000	385,155	1,994,845
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	-	-	-	1,319,000	63,726	1,255,274
Debt service:						
Principal	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total Expenditures	518,283	518,283	-	3,699,000	448,881	3,250,119
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	222,834	220,698	(2,136)	(249,605)	1,083,416	1,333,021
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net change in fund balance	$ 222,834	220,698	$ (2,136)	$ (249,605)	1,083,416	$ 1,333,021
Fund balances (deficits)- beginning, as restated		68,791			4,368,026	
Fund balances (deficits)- ending		$ 289,489			$ 5,451,442	

City of Livermore

Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – Budgeted Non-Major Funds

Year Ended June 30, 2024

OTHER SPECIAL REVENUE FUNDS			PEG			ALAMEDA COUNTY TRANSPORTATION FUNDS		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-	-
-		-	-		-	-		-
-	-	-	-	-	-	3,225,408	3,412,305	186,897
-	372,175	372,175	-	-	-	-	-	-
165,000	79,630	(85,370)	-	228,467	228,467	-	-	-
40,118	128,096	87,978	-	-	-	113,862	384,250	270,388
4,000,000	16,915	(3,983,085)	250,000	-	(250,000)	-	-	-
4,205,118	596,816	(3,608,302)	250,000	228,467	(21,533)	3,339,270	3,796,555	457,285
-	-	-	526,080	70,780	455,300	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	260,950	114,730	146,220
34,000	57,856	(23,856)	-	-	-	3,095,400	180,693	2,914,707
173,829	40,529	133,300	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
646,100	228,465	417,635	-	-	-	4,189,730	1,505,155	2,684,575
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
853,929	326,850	527,079	526,080	70,780	455,300	7,546,080	1,800,578	5,745,502
3,351,189	269,966	(3,081,223)	(276,080)	157,687	433,767	(4,206,810)	1,995,977	6,202,787
-	-	-	-	-	-	-	-	-
(5,000)	(19,248)	(14,248)	-	-	-	-	-	-
(5,000)	(19,248)	(14,248)	-	-	-	-	-	-
$ 3,346,189	250,718	$ (3,095,471)	$ (276,080)	157,687	$ 433,767	$ (4,206,810)	1,995,977	$ 6,202,787
	4,803,476			1,443,963			10,379,060	
	$ 5,054,194			$ 1,601,650			$ 12,375,037	

Continued

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	GAS TAX			HOST COMMUNITY IMPACT FEE		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ -	$ -
Other taxes	-	-	-	-	-	-
Interest and rentals			-	-		-
Intergovernmental	4,631,872	4,576,090	(55,782)	-	-	-
Contributions from outside sources	-	-	-	520,000	533,851	13,851
Charges for services	-	-	-	-	-	-
Use of money and property	168,758	572,622	403,864	-	42,547	42,547
Miscellaneous	-	730	730	-	-	-
Total Revenues	4,800,630	5,149,442	348,812	520,000	576,398	56,398
EXPENDITURES						
Current:						
General Government:						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public works	-	-	-	135,720	101,180	34,540
Community Development	7,067,000	2,409,636	4,657,364	-	-	-
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	3,788,000	1,697,011	2,090,989	-	-	-
Debt service:						
Principal	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total Expenditures	10,855,000	4,106,647	6,748,353	135,720	101,180	34,540
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	(6,054,370)	1,042,795	7,097,165	384,280	475,218	90,938
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	(120,000)	(117,294)	2,706	(530,000)	(508,600)	21,400
Total Other Financing Sources (Uses)	(120,000)	(117,294)	2,706	(530,000)	(508,600)	21,400
Net change in fund balance	$ (6,174,370)	925,501	$ 7,099,871	$ (145,720)	(33,382)	$ 112,338
Fund balances (deficits)- beginning, as restated		14,039,880			1,401,820	
Fund balances (deficits)- ending		$ 14,965,381			$ 1,368,438	

City of Livermore

Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – Budgeted Non-Major Funds

Year Ended June 30, 2024

OTHER IMPACT FEE			TVTC 20% FEE			OTHER LOCAL, STATE, AND FEDERAL GRANTS		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-	-
-	-	-	-		-	-		-
-	-	-	-	-	-	5,748,551	2,610,800	(3,137,751)
-	-	-	-	-	-	50,000	52,024	2,024
1,891,635	1,831,091	(60,544)	4,811,700	74,748	(4,736,952)	30,000	-	(30,000)
-	-	-	43,312	140,779	97,467	33,384	41,387	8,003
-	-	-	-	-	-	374,000	97,775	(276,225)
1,891,635	1,831,091	(60,544)	4,855,012	215,527	(4,639,485)	6,235,935	2,801,986	(3,433,949)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	24,200	8,838	15,362
-	-	-	-	-	-	529,155	338,882	190,273
-	-	-	-	-	-	22,000	41,234	(19,234)
4,634,000	3,466,688	1,167,312	4,811,700	-	4,811,700	4,463,230	2,102,215	2,361,015
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	269,949	137,291	132,658
-	-	-	-	-	-	1,554,270	249,430	1,304,840
-	-	-	-	-	-	166,759	360,758	(193,999)
-	-	-	-	-	-	25,851	31,669	(5,818)
4,634,000	3,466,688	1,167,312	4,811,700	-	4,811,700	7,055,414	3,270,317	3,785,097
(2,742,365)	(1,635,597)	1,106,768	43,312	215,527	172,215	(819,479)	(468,331)	351,148
-	-	-	-	-	-	-	-	-
(400,000)	-	400,000	-	-	-	(33,706)	(12,426)	21,280
(400,000)	-	400,000	-	-	-	(33,706)	(12,426)	21,280
$ (3,142,365)	(1,635,597)	$ 1,506,768	$ 43,312	215,527	$ 172,215	$ (853,185)	(480,757)	$ 372,428
	1,181,526			2,914,697			5,309,273	
	$ (454,071)			$ 3,130,224			$ 4,828,516	

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	2020 COP DEBT SERVICE			2022 COP DEBT SERVICE		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ -	$ -
Other taxes	-	-	-	-	-	-
Interest and rentals			-			-
Intergovernmental	-	-	-	-	-	-
Contributions from outside sources	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Use of money and property	-	-	-	-	397	397
Miscellaneous	-	-	-	-	-	-
Total Revenues	-	-	-	-	397	397
EXPENDITURES						
Current:						
General Government:						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public works	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	-	-	-	-	-	-
Debt service:						
Principal	2,948,660	2,948,660	-	665,000	665,000	-
Interest and fiscal charges	1,438,177	1,438,177	-	1,927,000	1,916,050	10,950
Total Expenditures	4,386,837	4,386,837	-	2,592,000	2,581,050	10,950
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	(4,386,837)	(4,386,837)	-	(2,592,000)	(2,580,653)	11,347
OTHER FINANCING SOURCES (USES)						
Transfers in	4,415,000	4,386,837	(28,163)	2,592,000	2,580,073	(11,927)
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	4,415,000	4,386,837	(28,163)	2,592,000	2,580,073	(11,927)
Net change in fund balance	$ 28,163	-	$ (28,163)	$ -	(580)	$ (580)
Fund balances (deficits)- beginning, as restated		-			582	
Fund balances (deficits)- ending		$ -			$ 2	

City of Livermore

Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – Budgeted Non-Major Funds

Year Ended June 30, 2024

TRAFFIC IMPACT FEE			EL CHARRO SPECIFIC PLAN			DEVELOPER DEPOSITS		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-	-
-		-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
3,200,000	1,128,579	(2,071,421)	-	-	-	-	-	-
309,448	1,021,847	712,399	-	-	-	3,012	-	(3,012)
-	-	-	-	-	-	-	5,902	5,902
3,509,448	2,150,426	(1,359,022)	-	-	-	3,012	5,902	2,890
-	583,024	(583,024)	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
180,300	-	180,300	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
6,342,800	376,501	5,966,299	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
6,523,100	959,525	5,563,575	-	-	-	-	-	-
(3,013,652)	1,190,901	4,204,553	-	-	-	3,012	5,902	2,890
-	-	-	-	-	-	-	-	-
-	(64,677)	(64,677)	-	-	-	-	-	-
-	(64,677)	(64,677)	-	-	-	-	-	-
$ (3,013,652)	1,126,224	$ 4,139,876	$ -	-	$ -	$ 3,012	5,902	$ 2,890
	23,152,972			-			(5,902)	
	$ 24,279,196			$ -			$ -	

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	OTHER CAPITAL PROJECTS			STREET FUND		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ -	$ -
Other taxes	-	-	-	-	-	-
Interest and rentals	-		-	-		-
Intergovernmental	-	-	-	-	-	-
Contributions from outside sources	-	-	-	-	-	-
Charges for services	3,139,645	-	(3,139,645)	-	-	-
Use of money and property	-	-	-	769	-	(769)
Miscellaneous	-	4,723,774	4,723,774	-	-	-
Total Revenues	3,139,645	4,723,774	1,584,129	769	-	(769)
EXPENDITURES						
Current:						
General Government:						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public works	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	-	-	-	-	-	-
Debt service:						
Principal	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	3,139,645	4,723,774	1,584,129	769	-	(769)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	(69,409)	-	69,409
Total Other Financing Sources (Uses)	-	-	-	(69,409)	-	69,409
Net change in fund balance	$ 3,139,645	4,723,774	$ 1,584,129	$ (68,640)	-	$ 68,640
Fund balances (deficits)- beginning, as restated		14,558,861			-	
Fund balances (deficits)- ending		$ 19,282,635			$ -	

DOOLAN CANYON ENDWOMENT FUND			2022 COP CONSTRUCTION CAPITAL PROJECTS FUND		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	254,508	254,508
-		-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	1,000,000	1,564,223	564,223
-	-	-	-	-	-
-	-	-	1,000,000	1,818,731	818,731
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
28,000	601,048	(573,048)	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	24,820,000	16,251,651	8,568,349
-	-	-	-	-	-
-	-	-	-	-	-
28,000	601,048	(573,048)	24,820,000	16,251,651	8,568,349
(28,000)	(601,048)	(573,048)	(23,820,000)	(14,432,920)	9,387,080
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
$ (28,000)	(601,048)	$ (573,048)	$ (23,820,000)	(14,432,920)	$ 9,387,080
	601,048			34,108,216	
	$ -			$ 19,675,296	

Internal Service Funds

Internal service funds are used to account for the financing of services and supplies provided by one city department to another on a cost reimbursement basis.

The concept of major funds introduced by GASB 34 does not extend to internal service funds because they do not do business with outside parties. GASB 34 requires that for the Statement of Activities, the net revenues or expenses of each internal service fund be eliminated by netting against the operations of the other city departments which generated them. The remaining balance sheet items are consolidated with these same funds in the Statement of Net Position.

However, internal service funds are still presented separately in the Fund financial statements, including the funds below:

Liability Insurance Reserve
Established to account for the City's public liability self-insured program.

Workers Compensation
Established to account for the City's self-insured workers compensation program.

Fleet and Equipment Services
Established to account for the maintenance and acquisition of the City's fleet and small equipment.

Information Technology
Established to account for the maintenance and acquisition of the City's software and hardware.

Facilities Rehabilitation Projects
Established to account for the repair and maintenance of city facilities.

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INTERNAL SERVICE FUNDS COMBINING STATEMENT OF NET POSITION JUNE 30, 2024	Liability Insurance Reserve	Workers Compensation	Fleet and Equipment Services
ASSETS			
Current Assets:			
Cash and investments in City Treasury	$ 6,087,137	$ 3,444,496	$ 7,857,025
Accounts receivable, net	2,668	-	253,411
Inventory	-	-	489,943
Prepaids, deposits and supplies	-	-	-
Total current assets	6,089,805	3,444,496	8,600,379
Noncurrent Assets:			
Land and construction in progress	-	-	279,992
Depreciable capital assets (net of depreciation)	-	-	6,987,332
Subscription assets (net of amortization)	-	-	-
Total noncurrent assets	-	-	7,267,324
Total Assets	6,089,805	3,444,496	15,867,703
DEFERRED OUTFLOWS OF RESOURCES			
Related to pension	169,884	147,404	458,956
Related to OPEB	31,851	10,296	109,451
Total deferred outflows of resources	201,735	157,700	568,407
LIABILITIES			
Current Liabilities:			
Accounts payable and other accruals	657,305	557,931	82,785
Accrued payroll	14,602	10,887	35,657
Interest payable	-	-	-
Claims payable	1,650,000	1,266,000	-
Deposits payable	-	-	-
Long-term debt:			
Due within one year	-	-	-
Total current liabilities	2,321,907	1,834,818	118,442
Noncurrent Liabilities:			
Claims payable	2,789,379	4,121,883	-
Subscription liability	-	-	-
Net Pension liability	622,918	540,490	1,682,861
Net OPEB liabilities	169,450	54,783	582,312
Long-term debt:			
Due in more than one year	-	-	-
Total noncurrent liabilities	3,581,747	4,717,156	2,265,173
Total liabilities	5,903,654	6,551,974	2,383,615
DEFERRED INFLOWS OF RESOURCES			
Related to pension	2,687	2,332	7,260
Related to OPEB	29,225	9,448	100,430
Total deferred inflows of resources	31,912	11,780	107,690
NET POSITION			
Net Investment in Capital Assets	-	-	7,267,324
Unrestricted	355,974	(2,961,558)	6,677,481
Total Net Position	$ 355,974	$ (2,961,558)	$ 13,944,805

City of Livermore
Combining Statements of Net Position – Internal Service Funds
Year Ended June 30, 2024

Information Technology	Facilities Rehabilitation Projects	Total
$ 2,402,045	$ 5,060,723	$ 24,851,426
-	88,676	344,755
-	-	489,943
297,422	-	297,422
2,699,467	5,149,399	25,983,546
-	3,891,722	4,171,714
215,847	8,909,718	16,112,897
289,998	-	289,998
505,845	12,801,440	20,574,609
3,205,312	17,950,839	46,558,155
1,029,904	356,113	2,162,261
112,665	28,973	293,236
1,142,569	385,086	2,455,497
275,425	245,800	1,819,246
83,743	28,071	172,960
3,966	-	3,966
-	-	2,916,000
-	160,453	160,453
-	921,084	921,084
363,134	1,355,408	5,993,709
-	-	6,911,262
255,053		255,053
3,776,366	1,305,767	7,928,402
599,419	154,147	1,560,111
-	3,577,039	3,577,039
4,630,838	5,036,953	20,231,867
4,993,972	6,392,361	26,225,576
16,291	5,633	34,203
103,381	26,585	269,069
119,672	32,218	303,272
505,845	8,303,317	16,076,486
(1,271,608)	3,608,029	6,408,318
$ (765,763)	$ 11,911,346	$ 22,484,804

INTERNAL SERVICE FUNDS
COMBINING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2024

	Liability Insurance Reserve	Workers Compensation	Fleet and Equipment Services
OPERATING REVENUES			
Charges for services	$ 4,499,990	$ 1,482,376	$ 5,050,223
Miscellaneous	-	2,128	485,857
Total Operating Revenues	4,499,990	1,484,504	5,536,080
OPERATING EXPENSES			
Salaries and benefits	390,312	313,365	560,816
Contracted services	509,541	171,620	35,459
Insurance premiums and claim expenses	3,325,687	2,686,556	91,049
Materials, supplies and others	23,097	57,557	833,651
Utilities	1,289	498	1,692
Depreciation and amortization	-	-	1,318,466
Repairs and maintenance	3,360	1,070	589,120
Total Operating Expenses	4,253,286	3,230,666	3,430,253
Operating Income (Loss)	246,704	(1,746,162)	2,105,827
NONOPERATING REVENUE (EXPENSES)			
Interest and fiscal charges (expense)	-	-	-
Other Nonoperating Income (expenses)	(116,491)	-	152,316
Gain (loss) on disposal of property	-	-	71,939
Net Nonoperating Revenues (Expenses)	(116,491)	-	224,255
Income (Loss) Before Transfers	130,213	(1,746,162)	2,330,082
Transfers in	-	-	-
Transfers (out)	-	-	-
Change in Net Position	130,213	(1,746,162)	2,330,082
Net position (deficit)-beginning, as previously reported	234,216	(1,212,663)	11,643,778
Restatement (Note 19)	(8,455)	(2,733)	(29,055)
Net position (deficit)-beginning, as restated	225,761	(1,215,396)	11,614,723
Net position-ending	$ 355,974	$ (2,961,558)	$ 13,944,805

Information Technology	Facilities Rehabilitation Projects	Total
$ 2,350,056	$ 2,000,000	$ 15,382,645
-	130,465	618,450
2,350,056	2,130,465	16,001,095
2,438,773	774,535	4,477,801
3,075,683	66,933	3,859,236
130,364	123,463	6,357,119
166,227	33,838	1,114,370
83,805	786,646	873,930
253,514	432,953	2,004,933
521,177	1,223,856	2,338,583
6,669,543	3,442,224	21,025,972
(4,319,487)	(1,311,759)	(5,024,877)
(7,598)	(128,667)	(136,265)
-	-	35,825
-	-	71,939
(7,598)	(128,667)	(28,501)
(4,327,085)	(1,440,426)	(5,053,378)
-	3,981,000	3,981,000
-	-	-
(4,327,085)	2,540,574	(1,072,378)
3,591,230	9,378,463	23,635,024
(29,908)	(7,691)	(77,842)
3,561,322	9,370,772	23,557,182
$ (765,763)	$ 11,911,346	$ 22,484,804

City of Livermore
Combining Statements of Cash Flow
Year Ended June 30, 2024

INTERNAL SERVICE FUNDS COMBINING STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2024	Liability Insurance Reserve	Workers Compensation	Fleet and Equipment Services
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	$ 4,497,322	$ 1,484,504	$ 5,394,292
Payments to suppliers	(4,021)	204,227	(1,938,777)
Payments to or on behalf of employees	(359,355)	(292,602)	(1,069,820)
Claims paid	(3,270,836)	(2,542,342)	-
Net cash provided (used) by operating activities	863,110	(1,146,213)	2,385,695
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Capital asset purchase	-	-	(1,750,978)
Proceeds from sale of capital assets	-	-	71,939
Long term Debt			
Repayments	-	-	-
Interest paid	-	-	-
Cash Flows (used for) Capital and Related Financing Activities	-	-	(1,679,039)
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment income (loss)	(116,491)	-	152,316
Cash Flow from (used by) Investing Activities	(116,491)	-	152,316
Net Cash Flows	746,619	(1,146,213)	858,972
Cash and investments at beginning of period	5,340,518	4,590,709	6,998,053
Cash and Investment at end of period	$ 6,087,137	$ 3,444,496	$ 7,857,025
Reconciliation of operating income (loss) to net cash provided by operating activities:			
Operating income	$ 246,704	$ (1,746,162)	$ 2,105,827
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation	-	-	1,318,466
Change in assets and liabilities:			
Accounts receivable	(2,668)	-	(141,788)
Prepaids, deposits and supplies	-	-	(128,869)
Deferred outflows	19,568	19,399	308,616
Net pension liability	61,419	21,952	(618,758)
Net OPEB liabilities	(70,585)	(22,817)	(242,556)
Accounts payable and accrued liabilities	533,266	434,972	(264,031)
Accrued payroll	3,873	1,319	-
Subscription liability	-	-	-
Claims payable	54,851	144,214	-
Deferred inflows	16,682	910	48,788
Net cash provided (used) by operating activities	$ 863,110	$ (1,146,213)	$ 2,385,695

Information Technology	Facilities Rehabilitation Projects	Total
$ 2,349,881	$ 2,273,219	$ 15,999,218
(4,010,255)	(2,814,473)	(8,563,299)
(2,553,498)	(761,973)	(5,037,248)
-	-	(5,813,178)
(4,213,872)	(1,303,227)	(3,414,507)
(1)	(2,798,278)	(4,549,257)
-	-	71,939
84,542	(856,119)	(771,577)
(9,619)	(128,667)	(138,286)
74,922	(3,783,064)	(5,387,181)
-	-	35,825
-	-	35,825
(4,138,950)	(1,105,291)	(4,784,863)
6,540,995	6,166,014	29,636,289
$ 2,402,045	$ 5,060,723	$ 24,851,426
$ (4,319,487)	$ (1,311,759)	$ (5,024,877)
253,514	432,953	2,004,933
(175)	20,779	(123,852)
(192,990)	121,975	(199,884)
141,598	63,118	552,299
(60,190)	6,727	(588,850)
-	(64,208)	(400,166)
178,549	(577,270)	305,486
-	-	5,192
(167,706)	-	(167,706)
-	-	199,065
(46,985)	4,458	23,853
$ (4,213,872)	$ (1,303,227)	$ (3,414,507)

Custodial Funds

Custodial funds are used to account for assets held by the City for other entities and individuals. Such funds are operated to carry out the specific actions of trust agreements, ordinances, and other governing regulations.

Community Facilities and Assessment Districts' Bonds
This fund accounts for the collection of property owners' debt service obligation which is used to pay principal and interest on 1915 Act Bonds.

Other Custodial Funds
This fund accounts for assets which are held for other governmental agencies or individuals by the City in a custodial capacity.

CUSTODIAL FUNDS
COMBINING STATEMENT OF FIDUCIARY NET POSITION
JUNE 30, 2024

	Passthrough Funds	LPFD JPA JPA	Total
ASSETS			
Cash and investments in City Treasury (Note 3B)	$ 11,174,365	$ 4,850,590	$ 16,024,955
Cash and investments with Trustees (Note 3B)	2,365,844	-	2,365,844
Accounts receivable	3,797	80,006	83,803
Prepaid expenses	-	-	-
Total Assets	13,544,006	4,930,596	18,474,602
LIABILITIES			
Accrued liabilities	1,764,243	2,442,822	4,207,065
Deposits payable	5,733,426	-	5,733,426
Total Liabilities	7,497,669	2,442,822	9,940,491
NET POSITION			
Held in trust	$ 6,046,337	$ 2,487,774	$ 8,534,111

CUSTODIAL FUNDS
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED ON JUNE 30, 2024

	Passthrough	LPFD JPA	Total
ADDITIONS			
Charges for services	$ 4,431,567	$ 48,763,923	$ 53,195,490
Total Additions	4,431,567	48,763,923	53,195,490
DEDUCTIONS			
Recipient Payments	4,888,516	46,776,150	51,664,666
Total Deductions	4,888,516	46,776,150	51,664,666
Net Change in Net Position	(456,949)	1,987,773	1,530,824
NET POSITION			
Beginning Net Position (Note 9F)	6,503,286	500,001	7,003,287
End of year	$ 6,046,337	$ 2,487,774	$ 8,534,111

Statistical Section (Unaudited)
June 30, 2024

City of Livermore

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This part of the City of Livermore's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents:

	Pages
Financial Trends theses schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.	135 - 141
Revenue Capacity these schedules contain information to help the reader assess the government's two most significant local revenue source – the sales tax and property tax.	142 - 148
Debt Capacity these schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.	149 - 151
Demographic and Economic Information these schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.	152 - 154
Operating Information these schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.	155 - 163
Livermore Successor Agency these schedules contain information to help the reader assess the Livermore RDA's revenues, debt service, and other indicators.	164 - 166

Sources:

Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Reports for the relevant year.

City of Livermore

Net Position by Component

Last Ten Fiscal Years (Accrual Basis of Accounting)

Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Governmental activities										
Net investment in capital assets	$ 282,932,408	$ 286,589,221	$ 288,382,796	$ 290,283,699	$ 308,461,598	$ 316,407,161	$ 316,616,522	$ 329,890,590	$ 330,015,760	$ 313,739,575
Restricted	61,824,573	78,250,270	76,320,882	92,305,699	81,561,447	88,497,962	145,907,840	137,933,441	195,996,622	187,241,179
Unrestricted	(59,176,525)	(36,129,816)	(20,113,778)	(31,158,732)	(28,940,594)	(35,517,921)	(79,949,428)	(74,637,389)	(91,551,961)	(58,891,579)
Total governmental activities net position	$ 285,580,456	$ 328,709,675	$ 344,589,900	$ 351,430,666	$ 361,082,451	$ 369,387,202	$ 382,574,934	$ 393,186,642	$ 434,460,421	$ 442,089,175
Business-type activities										
Net investment in capital assets	$ 141,163,645	$ 137,068,262	$ 139,333,158	$ 141,811,387	$ 132,533,193	$ 144,490,755	$ 144,545,798	$ 140,388,714	$ 139,173,883	$ 153,013,844
Unrestricted	91,680,464	96,819,619	94,747,853	102,114,754	113,918,054	112,447,010	113,873,028	121,205,214	129,226,153	129,314,092
Total business-type activities net position	$ 232,844,109	$ 233,887,881	$ 234,081,011	$ 243,926,141	$ 246,451,247	$ 256,937,765	$ 258,418,826	$ 261,593,928	$ 268,400,036	$ 282,327,936
Primary government										
Net investment in capital assets	$ 424,096,053	$ 423,657,483	$ 427,715,954	$ 432,095,086	$ 440,994,791	$ 460,897,916	$ 461,162,320	$470,279,304	$ 469,189,643	$ 466,753,419
Restricted	61,824,573	78,250,270	76,320,882	92,305,699	81,561,447	88,497,962	145,907,840	137,933,441	195,996,622	187,241,179
Unrestricted	32,503,939	60,689,803	74,634,075	70,956,022	84,977,460	76,929,089	33,923,600	46,567,825	37,674,192	70,422,513
Total primary government net position	$ 518,424,565	$ 562,597,556	$ 578,670,911	$ 595,356,807	$ 607,533,698	$ 626,324,967	$ 640,993,760	$654,780,570	$ 702,860,457	$ 724,417,111

City of Livermore
Changes in Net Position
Last Ten Fiscal Years (Accrual Basis of Accounting)

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2015	2016	2017 *	2018	2019	2020	2021	2022	2023	2024
Expenses										
Governmental activities										
General Government	$ 11,880,499	$ 11,433,092	$ 11,513,994	$ 15,729,502	$ 18,619,685	$ 23,532,602	$ 15,550,878	$ 14,261,204	$ 15,486,750	$ 19,629,578
Fire	16,665,396	17,222,099	23,553,737	25,472,063	20,854,960	21,975,048	24,427,677	21,113,001	25,376,744	28,701,042
Police	30,516,594	29,624,394	32,703,145	36,741,948	37,862,170	37,301,780	40,395,532	38,985,776	40,999,419	41,272,623
Public Works	14,363,304	14,985,937	18,116,391	19,060,229	19,290,328	19,665,609	21,662,957	23,798,519	21,412,309	25,620,346
Community Development	15,711,525	27,302,011	22,044,584	20,012,366	36,444,392	32,628,435	24,802,552	26,558,158	21,514,818	33,484,650
Economic Development	-	-	2,353,896	2,165,309	2,820,265	2,805,692	4,418,752	2,596,471	2,901,245	3,219,699
Library	4,863,723	4,886,840	5,858,998	6,214,109	6,341,564	6,349,762	6,303,545	6,302,537	6,913,509	8,758,604
Redevelopment	-	-	-	-	-	-	-	-	-	-
Interest on long term debt	1,288,881	1,033,661	1,266,179	1,270,061	1,397,328	1,682,372	1,219,276	1,127,846	2,779,617	2,755,773
Total governmental activities expenses	95,289,922	106,488,034	117,410,924	126,665,587	143,630,692	145,941,300	138,781,169	134,743,512	137,384,411	163,442,315
Business-type activities:										
Airport	5,637,480	3,870,139	7,017,908	3,016,304	3,504,956	4,250,953	4,022,246	3,498,840	3,030,841	3,417,759
Water	9,907,976	10,996,708	13,884,791	14,701,669	15,934,857	15,625,538	18,821,642	17,126,698	18,333,679	19,510,518
Sewer	23,005,606	25,293,809	24,879,897	21,824,590	24,081,018	24,049,671	24,026,163	23,822,392	25,174,657	27,057,675
Stormwater	-	-	-	4,572,368	6,215,290	5,157,718	5,341,864	5,075,457	5,282,516	7,534,272
Las Positas	3,331,686	3,204,730	2,935,020	3,025,888	1,986,853	-	-	-	-	-
Springtown	32,171	105,030	-	-	-	-	-	-	-	-
Total business-type activities expenses	41,914,919	43,470,416	48,717,616	47,140,819	51,722,974	49,083,880	52,211,915	49,523,387	51,821,693	57,520,224
Total primary government expenses	$ 137,204,841	$ 149,958,450	$ 166,128,540	$ 173,806,406	$ 195,353,666	$ 195,025,180	$ 190,993,084	$ 184,266,899	$ 189,206,104	$ 220,962,539

* Starting fiscal year 2017, City Clerk is presented as a part of Administrative Services
* Starting fiscal year 2018, Stormwater is presented separately from Sewer

(Continued)

City of Livermore
Changes in Net Position
Last Ten Fiscal Years (Accrual Basis of Accounting)

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2015	2016	2017 *	2018	2019	2020	2021	2022	2023	2024
Program Revenues										
Governmental activities:										
Charges for services:										
General Government	$ 1,083,813	$ 855,888	$ 1,534,690	$ 2,009,308	$ 1,598,885	$ 1,502,556	$ 1,203,282	$ 682,277	$ 897,891	$ 507,694
Fire	1,634,534	1,822,267	1,813,604	2,560,405	767,507	1,339,356	1,150,341	2,202,529	1,125,366	1,328,778
Police	1,600,551	1,718,669	1,596,383	1,866,310	1,936,452	1,781,262	1,664,591	1,848,328	1,287,389	1,687,073
Public Works	205,163	220,715	253,942	214,104	319,336	237,566	237,986	240,778	249,909	352,778
Community Development	14,881,608	19,070,042	13,679,642	12,374,344	8,685,435	12,068,342	9,082,146	11,234,653	13,154,684	12,406,533
Economic Development	-	-	-	-	-	-	-	-	-	-
Library	121,244	113,218	109,423	106,819	102,007	29,584	935	5,257	10,508	9,327
Redevelplment	-	-	-	-	-	-	-	-	-	-
Operating grants and contributions	19,882,483	14,034,381	10,152,472	17,851,251	14,944,050	16,349,423	19,784,517	17,750,934	15,797,120	12,223,300
Capital grants and contributions	20,161,044	21,329,334	10,968,620	22,984,924	11,646,318	12,379,725	9,478,790	4,947,988	3,300,912	9,990,971
Total governmental activities program revenues	59,570,440	59,164,514	40,108,776	59,967,465	39,999,990	45,687,814	42,602,588	38,912,744	35,823,779	38,506,454
Business-type activities:										
Charges for services:										
Airport	6,166,771	4,671,643	3,989,363	3,638,327	3,949,727	3,988,814	3,807,332	3,426,583	3,542,766	3,701,340
Water	13,211,780	12,567,619	13,790,365	15,088,661	14,871,772	16,757,972	17,610,383	17,640,764	17,392,495	18,401,633
Sewer	20,401,801	22,853,237	20,438,612	21,391,758	22,944,348	24,535,578	25,604,994	28,379,195	30,144,505	35,910,036
Stormwater			-	1,112,473	1,136,319	1,137,063	1,134,233	1,145,489	1,154,925	1,156,367
Las Positas	3,087,554	3,016,898	2,636,577	2,733,407	1,628,472	-	-	-	-	-
Springtown	6,173	3,694	-	-	-	-	-	-	-	-
Operating grants and contributions	-	-	3,079,962	199,428	643,541	-	374,526	512,162	568,394	836,720
Capital grants and contributions	2,691,864	50,450	4,269,465	7,025,848	7,342,209	7,381,049	2,988,779	1,679,990	2,710,316	2,332,386
Total business-type activities program revenues	45,565,943	43,163,541	48,204,344	51,189,902	52,516,388	53,800,476	51,520,247	52,784,183	55,513,401	62,338,482
Total primary government program revenues	$ 105,136,383	$ 102,328,055	$ 88,313,120	$ 111,157,367	$ 92,516,378	$ 99,488,290	$ 94,122,835	$91,696,927	$ 91,337,180	$ 100,844,936
Net (Expense) Revenue										
Governmental activities	$ (35,719,482)	$ (47,323,520)	$ (77,302,148)	$ (66,698,122)	$ (103,630,702)	$ (100,253,486)	$ (96,178,581)	$ (95,830,768)	$ (101,560,632)	$ (124,935,861)
Business-type activities	3,651,024	(306,875)	(513,272)	4,049,083	793,414	4,716,596	(691,668)	3,260,796	3,691,708	4,818,258
Total primary government net expenses	$ (32,068,458)	$ (47,630,395)	$ (77,815,420)	$ (62,649,039)	$ (102,837,288)	$ (95,536,890)	$ (96,870,249)	$ (92,569,972)	$ (97,868,924)	$ (120,117,603)

(Continued)

City of Livermore
Changes in Net Position
Last Ten Fiscal Years (Accrual Basis of Accounting)

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2015	2016	2017 *	2018	2019	2020	2021	2022	2023	2024
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes:										
Property taxes	$ 26,379,108	$ 28,340,602	$ 30,494,247	$ 32,960,384	$ 35,577,827	$ 37,797,380	$ 38,874,958	$ 40,754,977	$ 44,792,322	$ 46,585,299
Incremental property taxes	-	-	-	-	-	-	-	-	-	-
Sales taxes	27,278,151	29,932,022	30,684,026	32,346,374	35,556,493	32,869,001	35,441,550	39,907,361	39,032,166	39,562,251
Other taxes	13,587,065	15,204,335	15,429,188	17,211,775	16,895,027	16,253,107	16,150,202	18,389,594	25,852,840	26,500,055
Intergovernmental	6,506,780	6,964,071	7,411,648	7,897,068	8,417,344	8,962,999	9,417,844	10,029,277	12,176,887	13,494,977
Investment income	952,239	1,782,742	757,516	1,295,887	6,928,825	8,520,096	1,573,776	(7,655,464)	3,969,590	11,527,765
Miscellaneous	8,313,221	8,430,147	8,608,485	6,655,867	5,508,154	6,001,803	6,442,577	7,960,003	8,816,246	6,150,811
Change of value from investment in JPA	-	-	-	-	(1,354,554)	(1,522,359)	-	-	-	-
Transfers (net)	(4,258,088)	(201,180)	(202,737)	(12,507,742)	3,794,799	(323,790)	(1,767,363)	(2,943,272)	(2,299,891)	(3,470,000)
Total governmental activities	78,758,476	90,452,739	93,182,373	85,859,613	111,323,915	108,558,237	106,133,544	106,442,476	132,340,160	140,351,158
Business-type activities:										
Interest and other income	388,004	1,034,225	293,279	711,495	4,250,989	3,293,931	405,366	(3,028,966)	810,299	5,857,983
Transfers (net)	4,258,088	201,180	202,737	12,507,742	(3,794,799)	323,790	1,767,363	2,943,272	2,299,891	3,470,000
Change in value of Investment in JPA	39,878	115,242	210,386	329,595	1,275,502	445,399	-	-	-	-
Total business-type activities	4,685,970	1,350,647	706,402	13,548,832	1,731,692	4,063,120	2,172,729	(85,694)	3,110,190	9,327,983
Total primary government activities	$ 83,444,446	$ 91,803,386	$ 93,888,775	$ 99,408,445	$ 113,055,607	$ 112,621,357	$ 108,306,273	$106,356,782	$ 135,450,350	$ 149,679,141
Change in Net Position										
Governmental activities	$ 43,038,994	$ 43,129,219	$ 15,880,225	$ 19,161,491	$ 7,693,213	$ 8,304,751	$ 9,954,963	$10,611,708	$ 30,779,528	$ 15,415,297
Business-type activities	8,336,994	1,043,772	193,130	17,597,915	2,525,106	8,779,716	1,481,061	3,175,102	6,801,898	14,146,241
Total primary government	$ 51,375,988	$ 44,172,991	$ 16,073,355	$ 36,759,406	$ 10,218,319	$ 17,084,467	$ 11,436,024	$13,786,810	$ 37,581,426	$ 29,561,538

City of Livermore
Fund Balances of Governmental Funds
Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General Fund										
Nonspendable	$ 5,423,421	$ 5,220,875	$ 5,191,768	$ 6,911,157	$ 5,712,441	$ 5,627,682	$ 5,609,833	$ 5,844,210	$ 5,713,684	$ 5,540,349
Committed	12,897,711	13,980,181	14,534,792	15,689,514	15,954,446	16,561,703	17,419,222	18,137,383	18,537,548	20,682,015
Assigned	8,598,474	16,490,551	17,891,417	20,120,563	22,359,001	24,905,533	29,677,300	43,006,790	59,058,156	53,568,176
Unassigned	10,406,034	11,447,929	16,850,333	20,197,806	21,015,747	22,903,595	24,471,138	1,794,772	620,364	12,259,873
Total general fund	$ 37,325,640	$ 47,139,536	$ 54,468,310	$ 62,919,040	$ 65,041,635	$ 69,998,513	$ 77,177,493	$ 68,783,155	$ 83,929,752	$ 92,050,413
All Other Governmental Funds										
Nonspendable	$ 4,000	$ -	$ 3,580	$ 510,525	$ 540,789	$ 537,935	$ 521,482	$ 589,503	$ 613,264	$ 3,000
Restricted	82,222,196	106,877,672	117,117,738	122,335,628	107,752,207	106,314,261	115,657,837	107,008,330	187,443,027	180,862,130
Committed	-	-	-	980,960	1,583,505	2,597,943	2,597,943	2,597,943	2,597,943	2,907,557
Unassigned	(548)	-	(157,775)	(66,518)	(337,703)	-	-	-	-	(454,071)
Total all other governmental funds	$ 82,225,648	$ 106,877,672	$ 116,963,543	$ 123,760,595	$ 109,538,798	$ 109,450,139	$ 118,777,262	$ 110,195,776	$ 190,654,234	$ 183,318,616

City of Livermore

Changes in Fund Balances of Governmental Fund
Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

Changes In Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Revenues										
Property Taxes and special assessments	$ 42,437,878	$ 46,106,890	$ 48,513,433	$ 52,797,891	$ 55,378,923	$ 57,137,281	$ 58,827,934	$ 63,508,257	$ 70,645,162	$ 73,038,633
Sales taxes	27,278,151	29,932,022	30,684,026	32,346,374	35,556,493	32,869,001	35,441,550	39,907,361	39,032,166	39,562,251
Licenses and permits	2,919,585	3,375,139	2,587,073	3,329,443	2,647,472	2,408,482	2,587,449	4,236,642	3,952,512	3,361,835
Intergovernmental	17,513,836	15,818,812	15,329,383	18,609,342	19,663,932	21,151,712	27,824,580	26,390,007	22,029,372	24,649,213
Contributions from outside sources	6,407,835	1,492,046	3,360,435	12,763,436	3,668,666	1,735,332	395,011	625,103	605,984	1,574,485
Fines and forfeitures	474,279	404,562	382,735	472,063	522,198	480,714	12,837,128	444,025	394,263	345,344
Charges for current services	34,250,853	39,071,843	23,669,667	25,413,665	15,988,594	20,392,611	5,322,238	14,008,997	16,364,892	20,292,871
Use of money and property	3,573,515	5,106,185	3,718,382	4,594,593	12,607,413	12,667,441	4,222,473	(4,288,535)	5,258,816	15,119,762
Miscellaneous	7,731,071	8,218,597	2,754,329	4,344,239	1,820,316	1,338,085	2,311,612	2,862,290	10,157,389	5,956,716
Total revenues	142,587,003	149,526,096	130,999,463	154,671,046	147,854,007	150,180,659	149,769,975	147,694,147	168,440,556	183,901,110
Expenditures										
General government	13,981,528	14,343,118	13,531,789	13,631,535	15,040,356	16,768,256	13,826,319	15,881,178	15,898,607	16,626,689
Fire	16,392,361	17,593,133	18,160,089	19,742,654	21,484,772	21,963,399	22,765,664	24,292,024	24,953,858	28,058,266
Police	32,114,470	31,248,269	32,611,631	35,474,413	37,991,489	37,855,355	39,584,317	41,583,398	43,514,564	44,867,049
Public Works	6,479,506	7,125,447	9,801,590	10,649,264	10,858,274	11,296,986	13,093,994	15,942,006	12,082,789	13,504,938
Community Development	23,177,157	26,435,968	22,366,625	26,613,789	41,744,030	31,872,893	23,269,924	28,304,312	20,728,682	27,230,944
Economic Development	-	-	2,355,266	2,169,717	2,815,442	2,826,509	4,435,600	2,912,656	2,980,164	2,727,444
Library	4,455,160	4,540,660	5,287,778	5,639,115	5,665,784	5,896,798	5,626,180	6,387,640	6,472,650	6,899,323
Redevelopment	-	-	-	-	-	-	-	-	-	-
Capital outlay	18,897,678	6,211,698	4,065,706	9,106,715	20,651,425	11,028,144	10,629,079	22,565,242	13,105,912	21,114,678
Debt service funds:										
Principal	4,703,788	5,597,905	3,908,648	3,274,972	2,817,102	3,125,453	122,607	3,287,228	4,375,867	4,737,698
Interest and fiscal charges	1,872,291	1,555,850	1,292,959	1,274,238	1,400,431	1,505,596	1,375,594	1,746,920	2,888,474	3,404,696
Issuance cost	-	-	-	-	-	407,260	-	-	-	-
Total Expenditures	122,073,939	114,652,048	113,382,081	127,576,412	160,469,105	144,546,649	134,729,278	162,902,604	147,001,567	169,171,725
Excess of Revenues over (under) expenditures	20,513,064	34,874,048	17,617,382	27,094,634	(12,615,098)	5,634,010	15,040,697	(15,208,457)	21,438,989	14,729,385

(Continued)

City of Livermore

Changes in Fund Balances of Governmental Fund

Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

Changes In Fund Balances of Governmental Funds Last Ten Fiscal Years (modified accrual basis of accounting)										
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Other Financing Sources (Uses)										
Proceeds from long term debt	$ 49,776,268	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 41,558,955	$ -
Payment to refunded bond escrow agent	(39,411,268)	-	-	-	-	(51,296,699)	-	-	-	-
Refunding bonds issued	-	-	-	-	-	42,932,418	-	-	-	-
Premium on refunding bonds issued	-	-	-	-	-	7,922,280	-	-	-	-
Transfers in	58,411,053	8,915,955	8,774,169	8,914,189	5,744,041	56,604,093	3,212,134	6,510,390	6,672,696	8,302,452
Transfers out	(58,229,692)	(9,324,083)	(8,976,906)	(20,951,304)	(7,186,717)	(56,927,883)	(4,979,497)	(8,277,757)	(8,972,587)	(15,753,452)
Total other financing sources (uses)	10,546,361	(408,128)	(202,737)	(12,037,115)	(1,442,676)	(765,791)	(1,767,363)	(1,767,367)	39,259,064	(7,451,000)
Net change in fund balances	$ 31,059,425	$ 34,465,920	$ 17,414,645	$ 15,057,519	$ (14,057,774)	$ 4,868,219	$ 13,273,334	$ (16,975,824)	$ 60,698,053	$ 7,278,385
Debt service as a percentage of noncapital expenditures	6.4%	6.6%	4.8%	3.8%	3.0%	3.5%	1.2%	3.6%	5.4%	5.5%

City of Livermore
Taxable Sales by Category
Last Ten Fiscal Years

TAXABLE SALES BY CATEGORY *
LAST TEN CALENDAR YEARS
(In thousands)

Business Type	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Apparel Stores	$ 307,674	$ 374,135	$ 463,533	$ 481,639	$ 518,984	$ 534,128	$ 272,264	$ 446,379	$ 491,940	$ 514,952
General Merchandise	239,714	237,252	239,903	248,531	256,781	264,587	231,840	267,865	292,341	280,798
Food Stores	41,828	43,382	44,270	44,271	45,206	44,334	48,146	46,423	47,106	46,746
Eating and Drinking Places	163,118	176,523	193,331	200,835	209,541	217,431	161,627	218,223	247,799	258,294
Building Materials	180,357	211,876	223,778	242,577	263,116	244,488	252,777	295,803	314,489	282,013
Auto Dealers and Supplies	387,808	447,076	454,236	468,415	469,931	512,168	402,481	415,633	433,801	397,152
Service Stations	192,424	160,878	150,389	168,825	199,928	193,527	135,983	190,717	227,080	207,932
Other Retail Stores	190,948	208,524	218,332	218,677	227,634	225,905	183,504	213,529	233,459	229,833
All Other Outlets	555,559	575,804	579,353	715,998	767,406	773,622	741,580	845,784	1,703,226	1,685,648
Total	**$ 2,259,430**	**$ 2,435,450**	**$ 2,567,125**	**$ 2,789,768**	**$ 2,958,527**	**$ 3,010,190**	**$ 2,430,202**	**$ 2,940,356**	**$ 3,991,241**	**$ 3,903,368**

Source: The HdL Companies

* The amounts reported are based on adjusted sales tax values and might fluctuate from what was reported the previous year. This is the most recent information available

City of Livermore
Direct and Overlapping Sales Tax Rates
Last Ten Fiscal Years (In Percentage)

Direct and Overlapping Sales Tax Rates Last Ten Fiscal Years (In Percentage)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
City Direct Rate	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Alameda County	2.25% (a)	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	3.25% (c)	3.25%	3.25%
State of California	6.25%	6.25%	6.00% (b)	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
Total Rate	**9.50%**	**9.50%**	**9.25%**	**9.25%**	**9.25%**	**9.25%**	**9.25%**	**10.25%**	**10.25%**	**10.25%**

(a) FY 2014-15 Alameda County rate increased by 0.50%
(b) FY 2016-17 State rate was reduced by 0.25%
(c) FY 2021-22 Alameda County rate increased by 1.00%

City of Livermore
Principal Sales Tax Payers
Current Year and Ten Years Ago (In alphabetical Order)

Principal Sales Tax Payers Current Year and Nine Years Ago In Alphabetical Order Data in Calendar Years	
2023	**2014**
AMS Net	AMS Net
Audi Livermore	Coach
Bauer Compressors	Costco
Coach	Harris Rebar
Computacenter Fusionstorm	Home Depot
Costco	JA Momaney Services
Gillig	Jifco
Gucci Outlet	Kaiser Pharmacy
Home Depot	Kate Spade
JA Momaney Services	Livermore Ford/Lincoln/Alfa/Maserati
Jifco	Livermore Honda
Land Rover Jaguar Livermore	Livermore Toyota
Livermore Ford/Lincoln/Alfa/Maserati	Lowes
Livermore Honda	Macpherson Western Tool Supply
Livermore Subaru	Mobile Modular Management Corp
Livermore Toyota	Porsche Livermore
Lowes	Prada
Porsche Livermore	Quik Stop Market
Safeway	Safeway
Safeway Fuel	Safeway Fuel
Target	Solar Universe
Total Industries	Target
US Foodservice	US Food Service
Walmart	Walmart
Waxie Sanitary Supply	Waxies

Source: HdL Company

City of Livermore
Assessed Value and Estimates Taxable Property
Last Ten Fiscal Years

Assessed Value and Estimated Taxable Property
Last Ten Fiscal Years

Fiscal Year	Common Property	Public Utility	Unsecured Valuation	Total Taxable Assessed Valuation	Total Direct Tax Rate*
2014-2015	14,441,874,348	15,920,292	618,857,248	15,076,651,888	1.00%
2015-2016	15,425,274,831	16,125,723	644,740,332	16,086,140,886	1.00%
2016-2017	16,462,710,778	16,036,533	669,293,841	17,148,041,152	1.00%
2017-2018	17,584,794,540	13,149,678	665,835,413	18,263,779,631	1.00%
2018-2019	18,716,232,125	13,261,314	742,728,963	19,472,222,402	1.00%
2019-2020	19,706,452,617	12,659,804	887,677,095	20,606,789,516	1.00%
2020-2021	20,739,018,910	12,463,593	890,242,048	21,641,724,551	1.00%
2021-2022	21,764,066,539	27,593,705	908,083,685	22,699,743,929	1.00%
2022-2023	22,988,612,094	27,850,904	958,541,900	23,975,004,898	1.00%
2023-2024	24,105,554,462	27,981,451	1,045,547,695	25,179,083,608	1.00%

Note:

In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchese price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

* Direct tax rate is per $1,000 of assessed value.

Source: Alameda County Office of the Auditor-Controller.

City of Livermore

Direct and Overlapping Governments Property Tax Rates

Last Ten Fiscal Years

Direct and Overlapping Governments Property Tax Rates
(Rates per $1,000 of assessed value)
Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Direct Rates:										
City Direct Rate	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Overlapping Rates (1):										
Livermore Valley Joint Unified School District	0.0497	0.0404	0.0886	0.0803	0.0771	0.0743	0.0691	0.0706	0.0638	0.054
Chabot Las Positas	0.0217	0.0198	0.0246	0.0445	0.0443	0.0422	0.0214	0.0458	0.0388	0.0416
Pleasanton Unified School District	0.0695	0.0239	0.0224	0.0672	0.0640	0.0642	0.0580	0.0435	0.0422	0.0828
Zone 7 Flood Control	0.0250	0.0343	0.0333	0.0359	0.0332	0.0309	0.0309	0.0307	0.0279	0.0267
Bay Area Rapid Transit	0.0045	0.0026	0.0080	0.0084	0.0070	0.0120	0.0139	0.0060	0.014	0.0134
East Bay Regional Park	0.0085	0.0067	0.0032	0.0021	0.0057	0.0060	0.0014	0.0020	0.0058	0.0057
County General Obligation Bond					0.0112	0.0108	0.0036	0.0041	0.0103	0.0088
Total Direct and Overlapping Rate	1.1789	1.1277	1.1801	1.2384	1.2425	1.2404	1.1983	1.2027	1.2028	1.2330

Source: Alameda County Treasurer and Tax Collector.

Note:

(1) Overlapping rates are those of local and county governments that apply to property owners within the City of Livermore. Not all overlapping rates apply to all property owners. For an overlapping rate to apply, the property has to be located within that district's geographic boundary.

City of Livermore
Principal Property Taxpayers
Current Year and Nine Years Ago

Principal Property Taxpayers Current Year and Nine Years Ago						
	2024			2015		
Taxpayer	Taxable Assessed Value Secured/ Unsecured	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value Secured/ Unsecured	Rank	Percentage of Total City Taxable Assessed Value
Livermore Premium Outlets LLC	$ 236,658,068	1	0.93%	$ 150,683,826	1	1.02%
Lam Research Corporations	155,873,385	2	0.61%			
Westcore Bravo Livermore LLC	154,309,258	3	0.61%			
Longfellow Logistics Center LLC	142,959,120	4	0.56%			
Form Factor Inc	129,332,689	5	0.51%	55,534,300	3	0.38%
Kaiser	128,638,188	6	0.51%	109,430,945	2	0.74%
Arkay Properties LLC	111,510,999	7	0.44%			
Pool 2 Industrial California LLC	94,044,510	8	0.37%			
Livermore Multifamily Owner LLC	85,325,734	9	0.34%			
'Raintree Ironwood LLC	84,887,478	10	0.33%	52,588,431	4	0.36%
Valley Care Senior Housing Inc				52,272,025	5	0.35%
RT Tri Valley LLC				51,596,020	6	0.35%
Sequoia Equities Mill Springs				46,762,821	7	0.32%
Marathon Drive Buildings LLC				44,836,169	8	0.30%
Sutter Health				41,531,247	9	0.28%
BNP Paribas Leasing Corporation				39,283,763	10	0.27%
	$ 1,323,539,429		5.21%	$ 644,519,547		4.37%

Source: HdL Company

City of Livermore
Property Tax Levies and Collections
Last Ten Fiscal Years

Property Tax Levies and Collections Last Ten Fiscal Years					
Fiscal Year Ended June 30,	Taxes Levied for the Fiscal Year (a)	Collected within the Fiscal Year of the Levy		Delinquent Property Taxes for the Fiscal Year	Delinquent Tax Collections (Refund) (b)
		Amount	Percentage of Levy		
2015	$ 26,171,312	$ 26,034,522	99.48%	$ 136,790	$ (7,631)
2016	27,839,513	27,718,828	99.57%	120,685	320,482
2017	29,014,829	28,341,709	97.68%	673,120	321,785
2018	31,087,296	30,559,069	98.30%	528,227	338,288
2019	33,273,066	32,570,581	97.89%	702,485	533,453
2020	35,368,204	34,740,288	98.22%	627,916	341,676
2021	36,930,452	36,077,734	97.69%	852,718	451,056
2022	38,114,809	37,598,776	98.65%	516,033	414,496
2023	41,369,080	40,870,045	98.79%	499,035	371,527
2024	43,552,728	43,327,514	99.48%	225,214	412,414

Source: Alameda County Office of the Auditor-Controller and City of Livermore Finance Division

(a) Taxes Levied include secured, unsecured, and estimated unitary tax.
Tax levies are net of payments for
- Educational Revenue Augmentation Fund.
- Redevelopment agencies for the fiscal years 2005-06 through 2011-12
- Redevelopment Property Tax Trust Fund (RPTTF) payments beginning from Fiscal year 2012-13.

(b) Alameda County does not provide delinquent tax collection data by levy year, so the amounts shown in the delinquent tax collections column include delinquency collections for all prior years that were remitted to the

City of Livermore

Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities			Business-Type Activities						
Fiscal Year	Certificates of Participation	Notes & Loans Payable	Financed Purchases and SBITA	Certificates of Participation	Revenue Loans	State Loan	Financed Purchases and SBITA	Total Primary Government	Percentage of Personal Income [1]	Per Capita
2015	$ 64,032,534	$ 3,970,233	$ 11,668,003	$ 15,348,123	$ -	$ -	$ 740,467	$ 95,759,360	6.6%	$ 1,129
2016	60,193,384	2,566,738	11,330,801	14,186,182	-	-	619,257	88,896,362	5.5%	1,009
2017	56,386,950	2,440,343	10,300,691	13,003,050	-	-	512,946	82,643,980	7.5%	922
2018	53,758,606	1,793,715	9,152,150	12,336,394	-	-	392,972	77,433,837	8.5%	847
2019	54,295,394	1,667,320	8,189,116	8,429,606	-	-	321,293	72,902,729	9.8%	801
2020	50,854,698	1,540,562	7,563,146	7,783,689	-	-	296,702	68,038,797	11.3%	741
2021	50,270,524	1,417,955	6,883,846	7,697,470	-	-	270,016	66,539,811	13.1%	729
2022	46,998,880	818,197	6,148,494	7,213,722	-	-	241,127	61,420,420	0.7%	713
2023	84,295,830	727,439	5,354,242	6,713,702	-	-	209,925	97,301,138	1.8%	1,148
2024	80,081,365	366,680	6,765,916	6,196,145	-	-	508,514	93,918,620	1.6%	1,107

Note: Details regarding the city's outstanding debt can be found in the footnotes.

[1] Personal income is income for Alameda County.

City of Livermore

Direct and Overlapping Governmental Activities Debt

June 30, 2024

Direct and Overlapping Governmental Activities Debt
As of June 30, 2024

City Assessed Valuation, net of exemptions	$ 25,296,007,408
Redevelopment Agency Incremental Valuation*	-
Total Assessed Valuation	$ 25,296,007,408

Governmental Unit	Percentage Applicable [1]	Outstanding Debt 6/30/24	Estimated share of Overlapping Debt
Overlapping Debt Repaid with Property Taxes:			
Alameda County	6.309%	$497,295,000	$31,374,342
Bay Area Rapid Transit District	2.505%	2,445,575,000	61,261,654
Chabot-Las Positas Community College District	15.331%	947,675,000	145,288,054
Livermore Valley Joint Unified School District	93.596%	228,445,000	213,815,382
East Bay Regional Park District	0.080%	144,520,000	115,616
City of Livermore Community Facilities District No. 99-1	100.000%	8,250,000	8,250,000
City of Livermore Community Facilities District No. 2009-1 I.A. No. 1	100.000%	15,839,503	15,839,503
City of Livermore Community Facilities District No. 2009-1 I.A. No. 2	100.000%	4,104,500	4,104,500
City of Livermore Community Facilities District No. 2009-1 I.A. No. 3	100.000%	2,319,996	2,319,996
City of Livermore Community Facilities District No. 2016-2	100.000%	7,800,000	7,800,000
City of Livermore 1915 Act Bonds	100.000%	1,654,667	1,654,667
CA Statewide Communities Development Authority Assessment District Bonds	100.000%	8,519,512	8,519,512
Total overlapping debt repaid with property taxes		4,311,998,178	500,343,226
Overlapping Other Debt:			
Alameda County Gen. Fund Obligations & Coliseum Authority	6.309%	656,746,000	41,434,105
Tax Increment Debt (Successor Agency)	100.000%	14,295,000	14,295,000
Total overlapping other debt		671,041,000	55,729,105
Total overlapping debt		$ 4,983,039,178	556,072,331
City of Livermore Certificate of Participation			79,355,002
City of Livermore Notes & Loans			366,680
City of Livermore Capital Leases			4,674,415
Total gross direct debt			84,396,097
Less: City of Livermore Obligations Supported by Rate Payers' Fees			(5,501,204)
Less: City of Livermore Obligations Funded by Grants Revenues			(7,216,680)
Total net direct debt			71,678,213
Total direct and overlapping debt			$ 627,750,544

Notes:

[1] The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable pecentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the City divided by the district's total taxable assessed value.

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

* Redevelopment Agency was dissolved effective January 31, 2012, in accordance with Assembly Bill 1X 26.

City of Livermore
Legal Debt Margin Information
Last Ten Fiscal Years

Legal Debt Margin Information
Last Ten Fiscal Years

Legal Debt Margin Calculation for Fiscal Year 2023-24

Common Property Assessed Valuation-Secured Roll	$ 24,852,577,636
Government Code Sec. 43605 Debt Limit 15% of Assessed Valuation	3,727,886,645
Amount of debt applicable to the limit	-
Legal debt margin	3,510,424,142
Percent of debt limit authorized and issued	0.00%

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Debt limit	$ 2,166,281,152	$ 2,313,791,225	$ 2,469,406,617	$ 2,637,719,181	$ 2,807,434,819	$ 2,955,967,893	$ 3,110,852,837	$ 3,264,609,981	$ 3,510,424,142	$ 3,727,886,645
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	$ 2,166,281,152	$ 2,313,791,225	$ 2,469,406,617	$ 2,637,719,181	$ 2,807,434,819	$ 2,955,967,893	$ 3,110,852,837	$ 3,264,609,981	$ 3,510,424,142	$ 3,727,886,645
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Source: City of Livermore Finance Division
Alameda County Office of the Auditor-Controller

Demographic and Economic Statistics Last Ten Calendar Years				
Year	Livermore Population	Total Personal Income	Per Capita Personal Income	Unemployment Rate
2014	84,815	$ 41,032	$ 3,480,129	4.0%
2015	88,138	40,546	3,573,663	6.2%
2016	89,648	40,995	3,675,152	2.9%
2017	91,411	42,482	3,883,413	2.3%
2018	91,039	46,426	4,226,619	2.5%
2019	91,861	48,913	4,493,228	2.5%
2020	91,216	53,901	4,916,696	7.2%
2021	86,149	61,675	5,313,309	4.6%
2022	84,793	64,876	5,501,069	2.6%
2023	84,828	69,828	5,923,392	3.3%

Note:

1. Data Source: HdL Company

Population Demographics[1]		
Age	**Number**	**Percent of Population**
Under 5 years	6,044	7.3%
5 to 9 years	7,124	8.6%
10 to 14 years	5,751	6.9%
15 to 19 years	5,457	6.6%
20 to 24 years	2,702	3.3%
25 to 29 years	2,546	3.1%
30 to 34 years	6,896	8.3%
35 to 39 years	6,264	7.6%
40 to 44 years	6,309	7.6%
45 to 49 years	5,861	7.1%
50 to 54 years	4,266	5.1%
55 to 59 years	5,723	6.9%
60 to 64 years	5,629	6.8%
65 to 69 years	4,304	5.2%
70 to 74 years	2,769	3.3%
75 to 79 years	2,349	2.8%
80 to 84 years	1,368	1.7%
85 years and over	1,537	1.9%
Total Population	82,899	100.0%

City of Livermore
Principal Employers
Current Year and Nine Years Ago

Principal Employers Current Year and Nine Years Ago						
	2024			2015		
Employer	Employees	Rank	Percentage of Total City Employment *	Employees	Rank	Percentage of Total City Employment *
Lawrence Livermore National Lab	9,291	1	17.33%	5800-6000	1	13.16%
Sandia National Lab	1,842	2	3.44%	1100-1200	2	2.56%
Livermore Valley Joint Unified School District	1,401	3	2.61%	1200-1300	3	2.79%
GILLIG	1,109	4	2.07%			
FormFactor	989	5	1.84%			
Kaiser Permanente	825	6	1.54%	800-900	4	1.90%
Lam Research	640	7	1.19%			
City of Livermore	578	8	1.08%	400-500	9	1.00%
Topcon Positioning	410	9	0.76%			
Las Positas College	291	10	0.54%	400-800	8	1.00%
Comcast						
Wente				700-800	5	1.67%
Livermore Area Recreation and Parks District				400-500	7	1.00%
RGW Construction				400-500	6	1.00%
Valley Care Health Systems				432	10	1.00%
			32.40%			27.08%

* Estimated

Source: City of Livermore Office of Innovation and Economic Development

City of Livermore

Full-Time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

Full-time Equivalent City Government Employees by Function/Program

Last Ten Fiscal Years

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General government										
Administrative Services [1,4,5]	31.75	32.50	33.50	35.50	39.25	38.25	39.25	39.25	35.25	37.25
City Manager [2,5]	7.00	7.00	6.00	7.00	7.00	7.00	7.00	7.00	12.00	13.00
City Attorney	8.00	8.50	8.50	8.50	8.50	9.00	9.00	9.00	9.00	10.00
Police [4]	141.75	141.75	142.75	141.75	145.00	145.50	145.50	145.50	147.25	148.25
Public Works	42.70	41.45	43.80	43.80	45.50	45.50	45.50	45.50	45.50	45.50
Community Development [3]	63.50	63.50	64.50	66.50	66.50	68.50	68.50	67.50	67.50	70.50
Economic Development [3]	-	-	3.00	3.00	3.00	4.00	4.00	4.00	4.00	4.00
Library	28.00	28.00	27.00	27.00	27.00	27.35	27.35	27.35	27.88	27.88
Airport	8.00	8.00	8.00	8.00	8.00	8.50	8.50	8.50	8.50	8.50
Water	15.00	15.00	13.75	13.75	10.00	11.00	10.00	10.00	10.00	10.00
Sewer	48.50	48.50	49.50	49.50	49.50	49.50	50.50	50.50	51.50	52.50
Las Positas Golf Course	0.80	0.80	0.70	0.70	-	-	-	-	-	-
Total	395.00	395.00	401.00	405.00	409.25	414.10	415.10	414.10	418.38	427.38

Notes:

1. Administrative Services was created in fiscal year 2010 and includes Human Resources, Finance and Information Technology employees. Starting in FY17, includes City Clerk employees. Prior years' data is added to Administrative Services for comparison purposes.
2. Prior to fiscal year 2010, City Manager included Information Technology employees.
3. In fiscal year 2011, Redevelopment employees are included in Community Development.
3. In fiscal years 2014-2016, Economic Development employees are included in Community Development.
4. Starting in FY18, two police Information Technology employees are included in Administrative Services.
5. Starting in FY23, City Clerk is included in City Manager and no longer in Administrative Services.

City of Livermore
Capital Assets Statistics by Function/Program
Last Ten Fiscal Years

Capital Asset Statistics by Function/Program Last Ten Fiscal Years										
Function/Program	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol units	57	58	59	63	61	63	61	65	64	65
Fire stations	5	5	5	5	5	5	5	5	5	5
Public Works										
Streets (centerline miles)	306	308	306	308	308	308	308	310	360	360
Streetlights	7,382	7,382	7,500	7,500	7,500	7,500	7,500	7,526	10,212	10,212
Traffic Signals	104	105	106	106	106	108	114	112	114	114
Enhanced Crosswalks	11	15	17	17	17	22	24	24	24	29
Las Positas Municipal Golf Course										
Total acreage	195	195	195	195	195	195	195	195	195	195
Length of 18-hole course in yards	6,723	6,723	6,723	6,723	6,723	6,723	6,723	6,723	6,723	6,723
Length of 9-hole executive course in yards	1,133	1,133	1,133	1,133	1,133	1,133	1,133	1,133	1,133	1,133
Water										
Water mains (miles)										
Potable water	148	148	148	151	162	162	162	163	163	163
Recycled water	21	21	21	21	20	20	20	20	20	20
Fire hydrants	1,487	1,495	1,516	1,548	1,550	1,559	1,567	1,567	1,568	1,568
Fire hydrants (recycled)	121	122	122	121	120	120	120	120	125	125
Wastewater										
Sanitary sewers (miles)	297	297	297	302	304	304	304	304	305	305
Storm sewers (miles)	214	214	214	224	226	226	226	226	226	226
Treatment capacity (millions of gallons)	9	9	9	9	9	9	9	9	9	9
Municipal Airport										
Length of longest runway in feet	5,253	5,253	5,253	5,253	5,253	5,253	5,253	5,253	5,253	5,253
Length of longest taxiway in feet	5,720	5,720	5,720	5,720	5,720	5,720	5,720	5,720	5,720	5,720
Total acreage	644	644	644	644	644	644	644	644	644	644
Number of hangars	393	393	393	393	393	393	393	393	393	393

Sources: Various city departments.

EXHIBIT A

City of Livermore
Operating Indicators by Function/Program
Last Ten Fiscal Years

Operating Indicators by Function/Program
Last Ten Fiscal Years [1]

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Police										
Physical arrests	2,323	2,781	2,278	3,034	3,502	2,922	2,168	1,726	1,712	1,447
Parking violations	1,613	1,708	2,021	2,269	2,819	2,736	1,482	1,431	1,000	1,775
Traffic violations	6,813	5,142	4,540	5,344	8,620	8,576	5,531	4,060	3,425	3,282
Fire										
Emergency responses	6,777	7,233	7,620	7,539	7,536	7,610	7,700	8,329	16,577	16,597
Fires extinguished	192	210	210	227	218	239	322	291	454	500
Inspections [1]	505	1,195	1,411	1,013	810	839	849	605	568	609
Annual fire inspection program	594	541	624	674	602	712	74	545	986	1,215
Public Works										
Street resurfacing (centerline miles)	4.1	3.3	-	-	-	3.6	1.4	-	-	5.3
Potholes repaired	653	504	1,347	969	1,152	858	639	700	2,030	1,193
Maintenance of Landscaping (acres)	320	329	330	334	338	340	350	350	350	350
Library										
Volumes in collection	261,818	281,469	276,849	268,154	267,319	266,803	270,155	275,662	268,964	214,855
Total volumes borrowed	777,970	762,939	762,304	753,072	760,960	540,073 [4]	249,348 [4]	685,183	873,274	947,630
Community Development										
Building permits issued	NA	NA	3,694	4,086	3,755	3,729	5,948	-	4,663	5,201
Water										
New connections	52	200	232	120	89	57	27	1	3	20
Water mains breaks	1	3	3	-	-	-	-	-	1	-
Other water breaks & leaks	14	18	19	16	30	17	31	29	22	19
Average Daily Consumption										
Potable water (millions of gallons)	4.20	4.10	4.40	4.80	5.20	5.40	5.50	5.40	4.80	4.90
Recycled water (millions of gallons)	2.04	2.02	1.70	1.84	1.91	1.88	2.00	1.85	1.40	1.30
Peak daily consumption - potable (millions of gallons)	9.10	8.80	9.00	9.50	10.10	10.20	10.40	10.30	9.50	9.90
Wastewater										
Average daily sewage treatment (millions of gallons)	6.10	5.90	5.80	5.80	5.60	5.50	5.50	5.30	5.30	5.30
New connections	389	659	311	385	347	200	286	96	231	123
Municipal Airport										
Number of tenant aircraft	508	503	507	512	495	487	497	466	454	466
Total landings & takeoffs	122,140	121,050	117,834	146,988	156,405	148,568	170,707	195,952	184,527	183,190
Gallons of fuel pumped	644,617	281,288	- [2]	- [2]	- [2]	- [2]	- [2]	- [2]	- [2]	-
Las Positas Municipal Golf Course										
Rounds Played	69,387	66,711	58,982	61,418	N/A [3]	N/A [3]	N/A [3]	N/A [3]	N/A [3]	N/A

(1) Data is reported on a fiscal year basis.
(2) Starting 11/25/2015, fuel was transitioned to Five Rivers Aviation.
(3) Las Positas Golf Course ceased as an enterprise fund in February 2019. The City Of Livermore has leased the golf course to a private management company.
(4) Reduction due to COVID-19 shelter in place order that began in mid-March 2020.
NA Data not available.
Source: Various city departments.

Water and Sewer Rates
For Year Ended June 30, 2024

Customers in the City's Water service area are billed monthly with rates shown below. The rates provided are those in effect as of June 30, 2023. Residential sewer customers are billed via their property tax bill while Commercial customers are billed monthly.

The monthly residential water bill for a customer using 10 CCF of water per month with a 5/8" meter would be $92.15.

Water

Meter Size (inches)	City Service Meter Charge Flat Rate	Alameda County Zone 7 Meter Charge Flat Rate	Total Meter Charge
5/8" (0.625)	$23.40	$29.62	$53.02
3/4" (0.75)	30.89	44.43	75.32
1" with Fire Line	23.40	29.62	53.02
1"	45.87	74.05	119.92
1 1/2" Displacement	83.32	148.10	231.42
1 1/2" Turbine	98.30	177.72	276.02
2" Displacement	128.26	236.96	365.22
2" Turbine	150.73	281.39	432.12
3" Turbine	334.24	644.24	978.48
4" Turbine	570.17	1,110.75	1,680.92
6" Turbine	1,206.82	2,369.60	3,576.42
8"	2,105.62	4,146.80	6,252.42
10"	3,154.22	6,220.20	9,374.42
5/8" Fire Line	1.29	exempt	1.29
3/4" Fire Line	1.54	exempt	1.54
1" Fire Line	2.05	exempt	2.05
1 1/2" Fire Line	3.07	exempt	3.07
2" Fire Line	4.09	exempt	4.09
3" Fire Line	6.13	exempt	6.13
4" Fire Line	8.17	exempt	8.17
6" Fire Line	12.25	exempt	12.25
8" Fire Line	16.33	exempt	16.33
10" Fire Line	20.41	exempt	20.41

Sewer

Residential

	Billing Type	Monthly Charge
Single Family	per Dwelling Unit	$68.23
Multi-Family	per Dwelling Unit	55.83

Commercial

	Billing Type	Monthly Charge
Fixed Charge:	Flat Rate	$30.87

Variable Charge:	Billing Type	Monthly Charge	*Winter Water Use* (Monthly + 10%) [1]
Bakeries	per 100 Cubic ft.	11.61	$12.77
Commercial Laundry	per 100 Cubic ft.	7.23	$7.95
Markets	per 100 Cubic ft.	11.64	$12.80
Mortuaries	per 100 Cubic ft.	11.64	$12.80
Restaurants	per 100 Cubic ft.	11.61	$12.77
All Other	per 100 Cubic ft.	5.16	$5.68
Institutional:			
Schools	per 100 Cubic ft.	5.02	$5.52
All Other - Institution	per 100 Cubic ft.	5.02	$5.52

Water and Sewer Rates
For Year Ended June 30, 2024

Water				Sewer
Water Usage Cost Per Unit:				[1] Winter Water Use amount is the average consumption during Winter months multiplied by the Normal Monthly rate with an additional 10% service fee to the normal rate.
	City Distribution Cost	Zone 7 Wholesale Cost	Total Variable Cost	
Residential:				
Single Family:				
Tier 1 (1-7 Units)	$1.39	2.34	3.73	
Tier 2 (8+ Units)	2.00	2.34	4.34	
Multi-Family	1.62	2.34	3.96	
Commercial, Institution, Hydrant (potable) & Public Agency:				
All Units	1.59	2.34	3.93	
Irrigation				
All Units	1.800	2.34	4.14	
Recycled Water:				
All Units	2.77	$ -	2.77	

Livermore Sewer System
Revenues by Class of User
Fiscal Year 2023-24

User Class	Fiscal Year Revenues	Percentage of Revenues
Residential	$ 25,969,909	83.9%
Commercial/Industrial	5,001,228	16.1%
Total	$ 30,971,137	100%

Sewer Connection Fees City of Livermore	
Effective Date	July 1, 2024
Residential	
Single Family	$ 8,148.68
Multi-Family	
Studio	$ 4,300.69
One Bedroom	4,843.94
Two Bedroom	6,247.32
Three Bedroom	7,107.46
Four Bedroom	8,148.68
Commercial (BOD & SS = 285 mg/L, unless otherwise shown)	
Auto Repair	$ 4.98
Assembly Facilities	6.79
Eating/drinking w/o cooking	15.84
Gas Stations	21.28
General Use	1.81
Gyms, Health Clubs	13.58
Hotels, Motels (excluding dining facilites)	6.79
Markets	8.60
Mixed use	4.53
Medical/Dental Office/Clinic	9.96
Restaurants	36.69
Warehouse	0.45
Industrial	
F = Flow cost $/gpd	$ 35.06
B = BOD cost $/lb-day	3,049.80
S = SS cost $/lb-day	1,241.47

Livermore Sewer System
Number of Dwelling Unit Equivalents and Connections
by Classification of User
As of June 30, 2024

User Type	Flow/Volume in mg	DUEs	Connections
Single Family Residential	1,180	23,985	23,985
Condominiums/Multiple Family Residential	350.00	7,120	9,247
Commercial/Institutional	545.00	9,174	1,119
Total Users	2,075.00	40,279	34,351

City of Livermore

Sewer System – Summary of Historical Operating Results

Fiscal Year Ended June 30

Livermore Sewer System
Summary of Historical Operating Results [1]
Fiscal Year Ended June 30

	Audited 2015	Audited 2016	Audited 2017[5]	Audited 2018	Audited 2019	Audited 2020	Audited 2021	Audited 2022	Audited 2023	Audited 2024
Gross Revenues										
Charges for services	$ 18,264,709	$ 18,901,732	$ 20,388,467	$ 21,341,703	$ 22,920,343	$ 24,503,188	$ 25,500,934	$ 27,646,105	$ 29,561,501	$ 30,971,138
Connection Fees	1,857,287	3,677,231	1,834,854	2,477,971	2,311,224	1,341,958	1,966,329	689,915	518,366	213,076
Investment Income (Loss)	306,248	834,666	178,872	395,756	1,783,751	1,955,582	234,858	(2,091,441)	222,433	1,542,952
Other Revenue[3]	211,846	59,991	50,147	33,205	20,806	32,390	73,041	53,414	63,271	19,038
Total Gross Revenues	20,640,090	23,473,620	22,452,340	24,248,635	27,036,124	27,833,118	27,775,162	26,297,993	30,365,571	32,746,204
Maintenance & Operations Costs[2]	14,871,652	17,392,930	15,784,287	15,982,653	18,020,641	18,480,604	17,778,653	17,565,418	18,704,407	15,339,448
LAVWMA Net Revenues	5,768,438	6,080,690	6,668,053	8,265,982	9,015,483	9,352,514	9,996,509	8,732,575	11,661,164	17,406,756
Share of LAVWMA Debt Service										
Rehabilitation Project	974,153	973,711	973,985	974,289	973,970	974,183	974,244	910,398	808,700	809,235
Expansion Project	1,253,670	1,253,103	1,253,455	1,253,847	1,253,436	1,253,710	1,253,788	1,171,623	1,040,744	1,041,433
Total LAVWMA Debt Service	$ 2,227,823	$ 2,226,814	$ 2,227,440	$ 2,228,136	$ 2,227,406	$ 2,227,893	$ 2,228,032	$ 2,082,021	$ 1,849,444	$ 1,850,668
LAVWMA Debt Service Coverage	2.59	2.73	2.99	3.71	4.05	4.20	4.49	4.19	6.31	9.41
Net Revenues Available after Obligations/LAVWMA	$ 3,540,615	$ 3,853,876	$ 4,440,613	$ 6,037,846	$ 6,788,077	$ 7,124,621	$ 7,768,477	$ 6,650,554	$ 9,811,720	$ 15,556,088

[1] Balances are derived from the Livermore audited financial statements.

[2] M&O excludes depreciation and debt service. M&O includes Payments to LAVWMA for LAVWMA Maintenance and Operation Costs. See "SECURITY FOR THE 2021 BONDS." Includes Operating Transfers Out, if any.

[3] Includes Operating Transfers in, if any.

[4] In fiscal year 2016-17, Stormwater activities were reported together with Sewer activities, but were approximately 5% fo total gross revenues. Stormwater revenues are not pledged to the 2021 Bonds. Starting in fiscal year 2017-18, Stormwater activites are reported seperately from Sewer.

City of Livermore
Schedule of Insurance
June 30, 2024

SCHEDULE OF INSURANCE AS OF JUNE 30, 2024

COVERAGE	BROKER	COVERAGE	POLICY NO	LIMITS	TERM
General/Auto Liability Primary Layer	City of Livermore - Self Insured Retention		Not applicable	$750,000 Self Insured Retention	7/1/23-6/30/24
General/Auto Liability Excess Coverage First Layer	California Joint Powers Risk Management Authority (CJPRMA)	Bodily Injury, Property Damage, Personal Injury, Public Officials Errors & Omissions, Employment Practices, Mold, Sexual Abuse at day care, terrorism, Pollution	2023-2024 MOC	CJPRMA jointly indemnifies members from SIR to $7.5M	7/1/23-6/30/24
General/Auto Liability Excess Coverage Second Layer	Safety National A.M. Best Rating A++:XV	Following CJPRMA Memorandum of Coverage	Binder FCA4068311	$5,000,000 per occurrence excess of $7,500,000 per occurrence retention for Bodily Injury / Property Damage / Personal Injury / Public Officials E&O	7/1/23-6/30/24
General/Auto Liability Excess Coverage Third Layer	Munich Re A.M. Best Rating A+:XV	Following CJPRMA Memorandum of Coverage	Binder Renewal of 152376-3019263-2022	$5,000,000 per occurrence excess of $12,500,000 per occurrence retention for Bodily Injury / Property Damage / Personal Injury / Public Officials E&O	7/1/23-6/30/24
General/Auto Liability Excess Coverage Fourth Layer	Applied Underwriters/ Continental Indemnity Company A.M. Best Rating A-:XI	Following CJPRMA Memorandum of Coverage	JCI23NPX-01042-03	$2,500,000 per occurrence excess of $17,500,000 per occurence retention for Bodily Injury / Property Damage / Personal Injury / Public Officials E&O	7/1/23-6/30/24
General/Auto Liability Excess Coverage Fifth Layer	Chubb/Ace American A.M. Best Rating A++:XV	Following CJPRMA Memorandum of Coverage	G71816370 004	$5,000,000 per occurrence excess of $20,000,000 per occurence retention for Bodily Injury / Property Damage / Personal Injury / Public Officials E&O	7/1/23-6/30/24
Genera/Auto Liability Excess Coverage Sixth Layer	Everest Reinsurance Company A.M. Best Rating A+:XV	Following CJPRMA Memorandum of Coverage	FC10045252-2023	$5,000,000 excess of $25,000,000	7/1/23-6/30/24
Genera/Auto Liability Excess Coverage Seventh Layer	Quota Share 50% / 50% Bowhead/Midvale A.M. Best Rating A:XV SCOR A.M. Best Rating A:XV	Following CJPRMA Memorandum of Coverage	 PEF-172337023-00 FA0090560-2023-1	$5,000,000 excess of $30,000,000	7/1/23-6/30/24
Genera/Auto Liability Excess Coverage Eighth Layer	AWAC A.M. Best Rating A:XV	Following CJPRMA Memorandum of Coverage	0312-9438	$5,000,000 excess of $35,000,000	7/1/23-6/30/24
Commercial Property	Lloyd's of London: 74% Core Speciality (StarStone): 20% A.M. Best Rating A-:XII Munich Re: 4% A.M. Best Rating A+:XV	Real and Personal Property / Business Interruption / Extra Expense / Rental Coverage, Excluding Earthquake and Flood	Lloyds - B0180PJ1900047	Primary Property Limit: $400,000,000 Deductible $250,000 $500,000 for Wildfire $1,000,000 All Flood Zones	7/1/23-6/30/24
	APIP	Coverage is on a replacement cost basis.	APIP - 35-JPA/Pools 2	$375,000,000 xs $25,000,000	7/1/23-6/30/24
*Boiler and Machinery included in property program	APIP/ Travelers Boiler & Machinery A++:XV		APIP 35-JPA/Pools 2 Travelers	$100,000,000	7/1/23-6/30/24
Pollution	Ironshore Specialty Insurance Company	Claims Made and Reported Pollution Liability	ISPILLSCAUNR002	$3,000,000 per occurrence $3,000,000 aggregate with $75,000 deductible	7/1/23-6/30/24
Pollution	APIP/Ironshore	Claims Made and Reported Pollution Liability	APIP 35-JPA/Pools 2	$2,000,000 per occurrence $25,000,000 aggregate (all insureds combined)	7/1/23-6/30/24
Aircraft Policy - Drones	Starr Indemnity & Liability Company	Hull and Liability coverage for reported drones to CJPRMA	1000233406-07	$5,000,000 Combine Single Limit for BI & PD - No Deductible	7/1/23-6/30/24
Cyber Liability	APIP/Beazley	Information security & privacy insurance with electronic media liability coverage	B0180FN2105500	$2,000,000 per member; $25,000,000 aggregate. Deductible is $100,000.	7/1/23-6/30/24
Excess Cyber	Ironshore	Information security & privacy insurance with electronic media liability coverage	EO5SACA0QX001	$2,000,000 excess of $2,000,000 per member, $3,000,000 x $40,000,000 aggregate	7/1/23-6/30/24

City of Livermore
Schedule of Insurance
June 30, 2024

SCHEDULE OF INSURANCE AS OF JUNE 30, 2024

COVERAGE	BROKER	COVERAGE	POLICY NO	LIMITS	TERM
Excess Cyber	Tokio Marine HCC Houston Casualty	Information security & privacy insurance with electronic media liability coverage	H22CXS20777-00	$1,000,000 each claim/ $1,000,000 aggregate, $4,000,000 each claim/$43,000,000 aggregate	7/1/23-6/30/24
Deadly Weapon Respsonse Program	APIP/Lloyds	Claims Made and Reported	PJ22000500004	$500,000 per occurrence & aggregate $2,500,000 deductible	7/1/23-6/30/24
Auto Physical Damage	Hanover - Inland Marine	Auto physical damage coverage for city-owned vehicles	IH3 H663376 14	Per occurrence limit: $10,000,000 $10,000 deductible with replacement value as scheduled	7/1/23-6/30/24
EPL sublimit $12.5M. This is $7.5M CJPRMA retention and $5M with Safety National. Retained $5M aggregate with Safety National.	Subsidence sublimit $7.5M. This reflects coverage in CJPRMA retention. No coverage in reinsurance.	Communicable disease sublimit $7.5M. This reflects coverage in CJPRMA retention. No coverage in reinsurance.	Fungal pathogens sublimit $12.5M. This is $7.5M CJPRMA retention and $5M with Safety National. Retained $5M aggregate with Safety National.	Sexual abuse in daycare operations $12.5M. This is $7.5M CJPRMA retention and $5M with Safety National. Retained $5M aggregate with Safety National.	Terrorism sublimit $12.5M. This is $7.5M CJPRMA retention and $5M with Safety National. Retained $5M aggregate with Safety National.
Exception to exclusions for Exclusion 2 (Airports - public officials errors and omissions) and Exclusion 27 (Pollution - various) sublimit $7.5M. This reflects coverage in CJPRMA. No coverage in reinsurance.	Exception to exclusion for Exclusion 29 (Property of a Covered Party) sublimit $5M aggregate retained with Safety National.				
Fiduciary	AON/Travelers	457 Governmental money purchase plan and trust.	106945404	$1,000,000 for all claims, $100,000 for each settlement program notice.	7/1/23-6/30/24
DIC (Difference in Conditions) Earthquake and Flood	AON - ACE: Westchester Surplus Lines Insurance	Property coverage per schedule for damage from Earthquake or Flood as excluded from Property Program.	D3740021A 012Q	$5,000,000 per occurrence with $5,000,000 annual aggregate; deductible is $25,000 for flood; 10% of the separate insurable value subject to a minimum of $100,000 per occurrence	7/1/23-6/30/24
Public Employee Blanket Bond (Crime/Fidelity)	AON – Great American Insurance Group	Faithful performance, any dishonest act, including forgery, alteration, & theft	GVT05217781000	Deductible is $10,000 per loss	7/1/23-6/30/24
		Covers all employees statutorily required to maintain bonding.		Coverage is $500,000 per loss	7/1/23-6/30/24
Airport Liability	AON/Old Republic Insurance Co.	Airport liability / Hangerkeeper's / Advertising / Vehicles / Non-owned aircraft / Fire Legal Liability / Products and Completed Operations / Premises	PR00269706	$75,000,000 per occurrence with $0 deductible; $4M Excess of $1M for airport owned vehicles off site	7/1/23-6/30/24
Workers' Compensation and Employer Liability Primary Layer	City of Livermore - Self Insured Retention	State Mandated workers' compensation coverage for miscellaneous and safety member employees, including volunteers. Also covers employer liability not covered under statutory workers' compensation coverage.	Not applicable	Self Insured retention of $500,000	7/1/23-6/30/24
Workers' Compensation and Employer Liability Excess Coverage First Layer	Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX)	State mandated workers' compensation coverage for miscellaneous and safety member employees, including volunteers. Also covers employer liability not covered under statutory workers' compensation coverage.	LAWCX 23.24	$5 million in excess of SIR of $500,000 per claim	7/1/23-6/30/24
Worker's Compensation and Employer Liability Reinsurance and Excess Coverage Second Layer	PRISM, Reinsurance from ACE American Insurance Co.	State mandated workers' compensation coverage for miscellaneous and safety member employees, including volunteers. Also covers employer liability not covered under statutory workers' compensation coverage.	PRISM PE 23 EWC-32	$50,000,000 each accident/each employee (Difference between $50,000,000 and the individual member's retention)	7/1/23-6/30/24
Worker's Compensation and Employer Liability Reinsurance and Excess Coverage Third Layer	Liberty Insurance Corporation	State mandated workers' compensation coverage for miscellaneous and safety member employees, including volunteers. Also covers employer liability not covered under statutory workers' compensation coverage.	EW7-64N-444785-013	Statutory excess of $50,000,000	7/1/23-6/30/24

City of Livermore

Redevelopment Project – Historical Tax Revenues

Last Ten Fiscal Years

Redevelopment Project Historical Tax Revenues ($ in 000s)									
Category	**FY2015-16**	**FY2016-17**	**FY2017-18**	**FY2018-19**	**FY2019-20**	**FY2020-21**	**FY2021-22**	**FY2022-23**	**FY2023-24**
Secured Assessed Values	$ 605,121	$ 669,403	$ 724,912	$ 758,981	$ 791,095	$ 822,520	$ 850,789	$941,341	$1,071,387
Unsecured Assessed Values	48,359	53,829	50,958	45,926	35,085	51,529	62,775	87,831	31,993
Total Assessed Values	653,480	723,232	775,870	804,907	826,180	874,049	913,564	1,029,172	1,103,380
Percentage Change	7.44%	10.67%	7.28%	3.74%	2.64%	5.79%	4.52%	17.75%	20.78%
Base Year Assessed Values	70,060	70,060	70,060	70,060	70,060	70,060	70,060	70,060	70,060
Incremental Assessed Values	583,420	653,272	705,810	734,848	756,120	803,990	844,092	959,112	1,033,320
Gross Tax Increment Revenue	6,058	6,875	7,445	7,581	7,803	8,121	8,451	9,591	10,333
Unitary Tax Revenues	23	20	27	33	34	34	295	51	58
Gross Revenues	6,081	6,895	7,472	7,614	7,837	8,155	8,746	9,642	10,391
Adjustments to Gross Revenues:									
County Administrative Fees	44	47	49	58	52	54	53	56	57
Sections 33676 Payments	2	3	3	3	3	3	3	3	3
Tax Revenues	$ 6,035	$ 6,845	$ 7,420	$ 7,553	$ 7,782	$ 8,098	$ 8,690	$ 9,583	$ 10,331
Negotiation Pass-Through Payments	1,082	1,200	1,297	1,314	1,358	1,410	1,469	1,608	1,828
Statutory Pass-Through Payments	271	375	450	451	498	542	643	793	891
Net Tax Increment Revenues	$ 4,682	$ 5,270	$ 5,673	$ 5,788	$ 5,926	$ 6,146	$ 6,578	$ 7,182	$ 7,612

Source: The HDL Companies

City of Livermore
Redevelopment Project – Ten Largest Taxable Property Owners
Last Ten Fiscal Years

Livermore Successor Agency to the Former Redevelopment Agency
Redevelopment Project
Ten Largest Taxable Property Owners

Assessee	Primary Use	Total FY 2023-24 Assessed Value	% of Total Assessed Value	% of Incremental Value
Livermore Mutifamily Owner LLC	Vacant	$85,325,734	7.73%	8.26%
Sequoia Equities Mill Springs	Residential	55,157,391	5.00%	5.34%
Kent Anderson Trust	Commercial	54,733,200	4.96%	5.30%
ValleyCare Senior Housing Inc.	Residential	43,335,596	3.93%	4.19%
Comcast of California	Unsecured	39,776,783	3.60%	3.85%
Hospital Comm Livermore Pleas Areas	Commercial	38,370,864	3.48%	3.71%
Maroon Bear LP	Commercial	33,898,250	3.07%	3.28%
35 Fenton Street LLC [(1)]	Commercial	24,027,120	2.18%	2.33%
Serra LLC [(1)]	Commercial	16,213,792	1.47%	1.57%
Sai La Family LP ET AL and LA C ET AL	Commercial	13,574,844	1.23%	1.31%
Top Ten Total		**$ 404,413,574**	**36.65%**	**39.14%**
Total FY 2023-24 Assessed Valuation		**$1,103,380,332**	**100.00%**	
Total FY 2023-24 Incremental Assessed Valuation		**$1,033,320,275**		**100.00%**

Source: The HDL Companies

1) 1) Taxpayers have pending assessment appeals with respect to property within the Project Area.

Livermore Successor Agency to the Former Redevelopment Agency
Assessment Appeals
Appeals for FY 2019-20 to FY 2023-24

Total Appeals Filed	No. of Resolved Appeals	No. of Successful Appeals	Average AV Reduction	No. of Appeals Pending	Value of Appeals Pending
67	45	4	18.30%	22	$242,156,810

City of Livermore
Redevelopment Project – Actual and Projected Tax Revenues and Debt Service Coverage
Last Ten Fiscal Years

Livermore Successor Agency to the Former Redevelopment Agency
Redevelopment Project
Actual[1] and Projected[2] Tax Revenues and Debt Service Coverage
(Assumes 0% Growth)

Fiscal Year	Gross Tax Revenues	SB 2557 Charge	Section 33676 Payments	Tax Revenues	Debt Service on 2016 Bonds	Debt Service Coverage
2016-17	$ 6,894,959	$ (46,546)	$ (2,500)	$ 6,845,913	$ 2,151,702	3.18
2017-18	7,472,044	(48,779)	(2,620)	7,420,645	1,452,094	5.11
2018-19	7,613,936	(58,375)	(2,742)	7,552,819	2,044,969	3.69
2019-20	7,837,339	(52,352)	(2,867)	7,782,120	2,045,469	3.80
2020-21	8,154,877	(53,869)	(2,994)	8,098,014	2,042,969	3.96
2021-22	8,297,623	(53,438)	(3,114)	8,241,071	2,042,344	4.04
2022-23	9,071,915	(51,368)	(2,638)	9,017,909	2,038,469	4.42
2023-24	10,503,201	(48,228)	(3,109)	10,451,864	2,041,094	5.12
2024-25	6,293,445	(46,309)	(2,268)	6,244,868	2,030,219	3.08
2025-26	6,293,445	(46,309)	(2,268)	6,244,868	2,030,719	3.08
2026-27	6,293,445	(46,309)	(2,268)	6,244,868	2,049,244	3.05
2027-28	6,293,445	(46,309)	(2,268)	6,244,868	2,047,044	3.05
2028-29	6,293,445	(46,309)	(2,268)	6,244,868	2,041,075	3.06
2029-30	6,293,445	(46,309)	(2,268)	6,244,868	2,046,031	3.05
2030-31	6,293,445	(46,309)	(2,268)	6,244,868	2,037,828	3.06
2031-32	6,293,445	(46,309)	(2,268)	6,244,868	2,040,088	3.06
2032-33	6,293,445	(46,309)	(2,268)	6,244,868	-	0.00

1) FY 2016-17 through FY 2023-24 are based on actual
2) FY 2024-25 and on are the projections set forth in the official statement

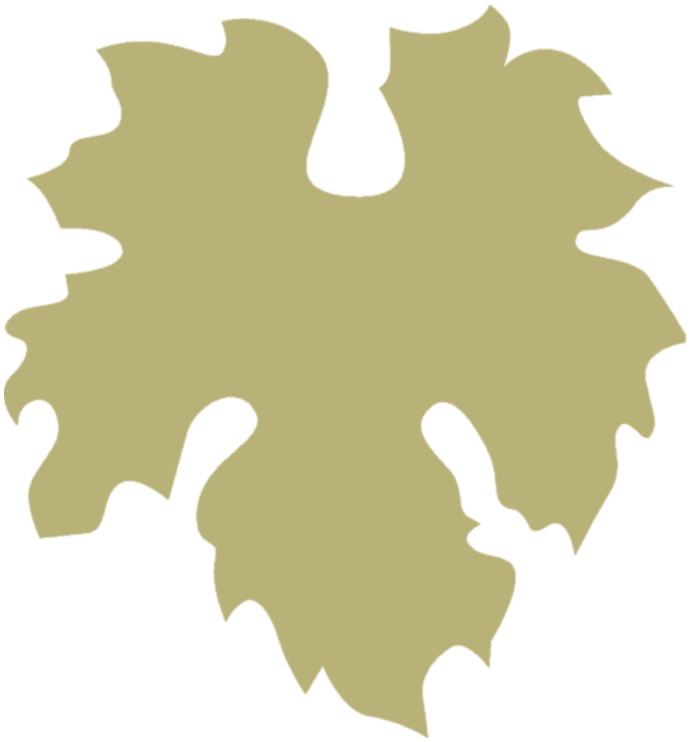
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CITY OF LIVERMORE

ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE B FUNDS
FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2024



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE B FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

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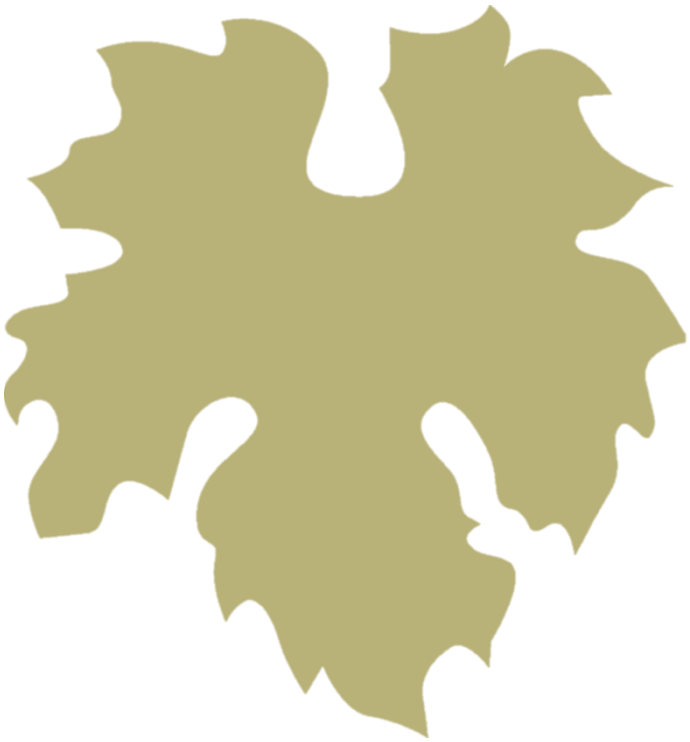
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EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

The Honorable Mayor and Members of the City Council
City of Livermore, California

Report on the Audit of the Financial Statements

Opinion

We have audited the Financial Statements of the Measure B Funds, a special revenue fund of the City of Livermore, California (City), as of and for the year ended June 30, 2024, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the Measure B Funds of the City, as of June 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements specific to Measure B are intended to present the financial position and the changes in financial position attributable to the transactions of that Fund. They do not purport to, and do not, present fairly the financial position of the City as of June 30, 2024, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

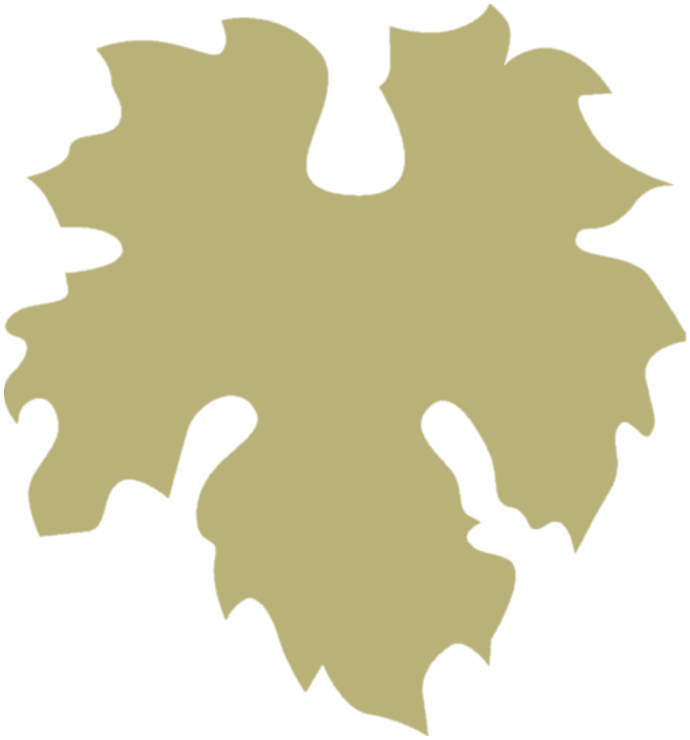
Management has omitted management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 31, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Eide Bailly LLP

Menlo Park, California
December 31, 2024



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE B FUNDS

BALANCE SHEET
As of June 30, 2024

	Bicycle and Pedestrian	Local Streets and Roads	Totals
ASSETS			
Cash and Investments (Note 2)	$ 438,092	$ 1,536,050	$ 1,974,142
Total Assets	$ 438,092	$ 1,536,050	$ 1,974,142
LIABILITIES			
Accounts Payable	$ -	$ 13,639	$ 13,639
Total Liabilities	-	13,639	13,639
FUND BALANCES			
Restricted for Measure B Programs and Projects	438,092	1,522,411	1,960,503
Total Fund Balances	438,092	1,522,411	1,960,503
Total Liabilities & Fund Balances	$ 438,092	$ 1,536,050	$ 1,974,142

See accompanying notes to financial statements

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE B FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
For the Fiscal Year Ended June 30, 2024

	Bicycle and Pedestrian	Local Streets and Roads	Totals
REVENUES			
Measure B Direct Local Distribution			
Program Revenue			
Interest	$ 19,089	$ 92,927	$ 112,016
Total Program Revenues	19,089	92,927	112,016
EXPENDITURES			
Measure B Direct Local Distribution			
Expenses-Current			
General Government	56	11	67
Construction	3,133	38,264	41,397
Total Program Expenditures	3,189	38,275	41,464
REVENUES OVER (UNDER) EXPENDITURES/ NET CHANGE IN FUND BALANCE	15,900	54,652	70,552
FUND BALANCES			
Beginning Fund Balance	422,192	1,467,759	1,889,951
Ending Fund Balance	$ 438,092	$ 1,522,411	$ 1,960,503

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE B FUNDS
FOR THE YEAR ENDED JUNE 30, 2024

NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

All transactions of the Measure B Direct Local Distribution (DLD) funds of the City of Livermore, California (City) distributed by Alameda County Transportation Commission (ACTC) - Measure B Program (Measure B Program), are combined with other ACTC fundings and reported as a separate special revenue fund in the basic financial statements of the City. The Measure B Program is used to account for the City's share of DLD revenues earned and expenditures incurred under the City's local streets and roads, and bike and pedestrian programs. The accompanying financial statements are for the Measure B Program only and are not intended to fairly present the financial position of the City and the results of its operations.

B. Basis of Accounting

The accompanying financial statements are prepared on the modified accrual basis of accounting. Revenues are generally recorded when measurable and available, and expenditures are recorded when the related liabilities are incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a "*current financial resources*" measurement focus, wherein only current assets and current liabilities generally are included on the balance sheets. Operating statements of governmental funds present increased (revenues and other financing sources) and decreased (expenditures and other financing uses) in net current assets.

C. Description of Funds

The accounts are maintained on the basis of fund accounting. A fund is a separate accounting entity with a self-balancing set of accounts. The City uses Special Revenue Funds to account for the proceeds of specific revenues (other than for capital projects) that are legally restricted to be expended for specified purposes.

D. Capital Assets

Capital assets, consisting primarily of infrastructure, are recorded as expenditures and are not capitalized since they will be maintained by the City.

E. Use of Estimates

Management uses estimates and assumptions in preparing the financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE B FUNDS
FOR THE YEAR ENDED JUNE 30, 2024

NOTES TO THE FINANCIAL STATEMENTS

NOTE 2 – CASH AND INVESTMENTS

Cash and investments are maintained on a pooled basis with those of other funds of the City. Pooled cash and investments consist of U.S. Treasury or its agencies, money market funds investing in such obligations, medium term corporate notes that meet specified rating requirements, and the State Treasurer's investment pool (Local Agency Investment Fund). All investments are stated at fair value. Pooled investment earnings are allocated based on the average cash and investment balances of the various funds and related entities of the City.

See the City's Annual Comprehensive Financial Report for disclosures related to cash and investments and the related custodial risk categorization.

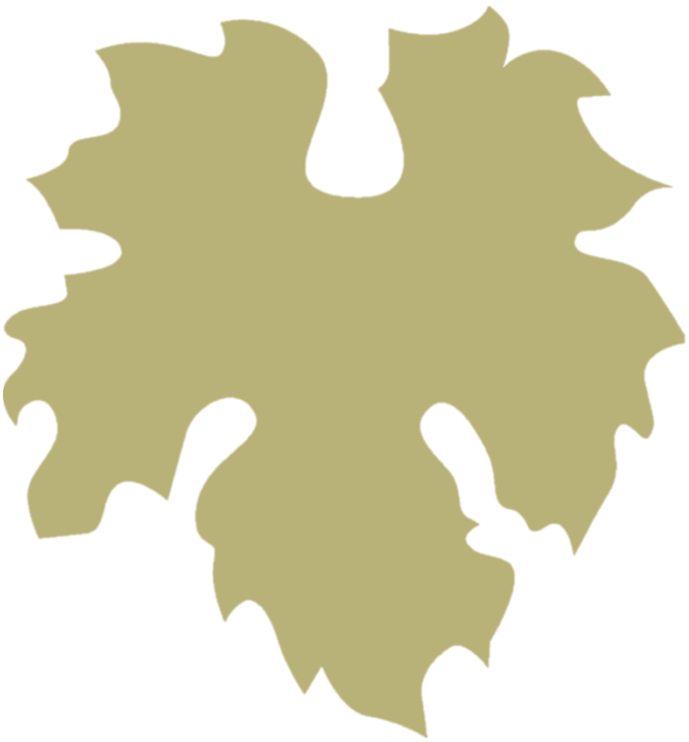
NOTE 3 – MEASURE B PROGRAM

Under Measure B, approved by the voters of Alameda County in 2000, the City receives a portion of the proceeds of an additional on-half cent sales tax to be used for transportation-related expenditures. This measure was adopted with the intention that the funds generated by the additional sales tax will not fund expenditures previously paid by property taxes but, rather, would be used for additional projects and programs.

Projects funded by Measure B 2000 were as follows:

Local Streets and Roads - To improve, repair, and overlay city streets.

Bike and Pedestrian - To provide sidewalk and ADA improvements and to implement the bikeway network.



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CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

The Honorable City Council
City of Livermore, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the Measure B Funds (Fund) of the City of Livermore, California (City), as of and for the year ended June 30, 2024, and have issued our report thereon dated Report December 31, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Measure B Fund's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements including the applicable compliance requirements specified in the Measure B agreement between the City and Alameda County Transportation Commission, and noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Menlo Park, California
December 31, 2024

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CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Compliance

The Honorable Mayor and Members of the City Council
City of Livermore, California

Report on Compliance

Opinion on Compliance with Measure B

We have audited the City of Livermore, California (City) compliance with the compliance requirements applicable to the Measure B Funds (Measure B Funds) of the City of Livermore, California (City), for the year ended June 30, 2024.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that are applicable to the Measure B Funds for the year ended June 30, 2024.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (*Government Auditing Standards*) issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's government programs.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, and *Government Auditing Standards* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material* weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis.
A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the "Auditor's Responsibilities for the Audit of Compliance" section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not

identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing. Accordingly, this report is not suitable for any other purpose.

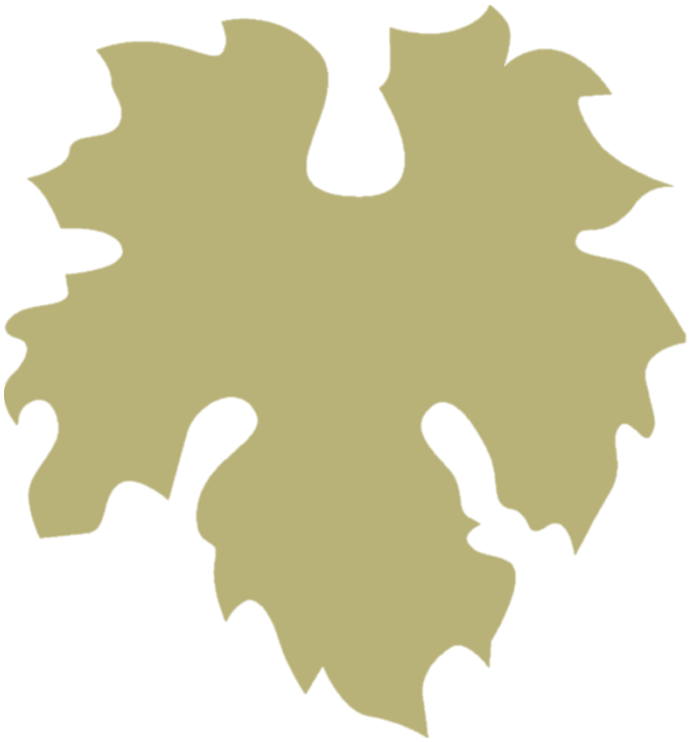
Eide Bailly LLP

Menlo Park, California
December 31, 2024

CITY OF LIVERMORE

ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB FUNDS
FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2024



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

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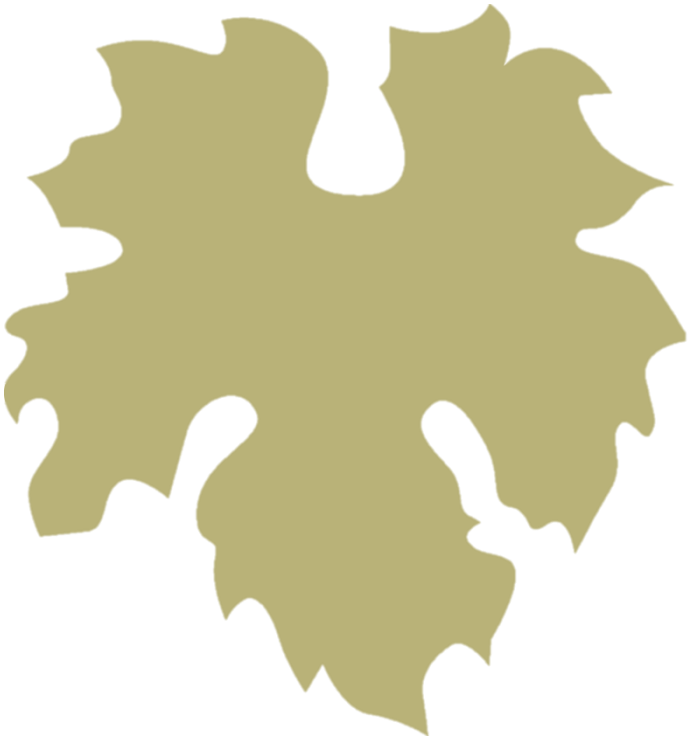
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CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council of the
City of Livermore, California

Report on the Audit of the Financial Statements

Opinion

We have audited the Financial Statements of the Measure BB Funds, a special revenue fund of the City of Livermore, California (City), as of and for the year ended June 30, 2024, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the Measure BB Funds of the City, as of June 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements specific to Measure BB are intended to present the financial position and the changes in financial position attributable to the transactions of that Fund. They do not purport to, and do not, present fairly the financial position of the City as of June 30, 2024, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

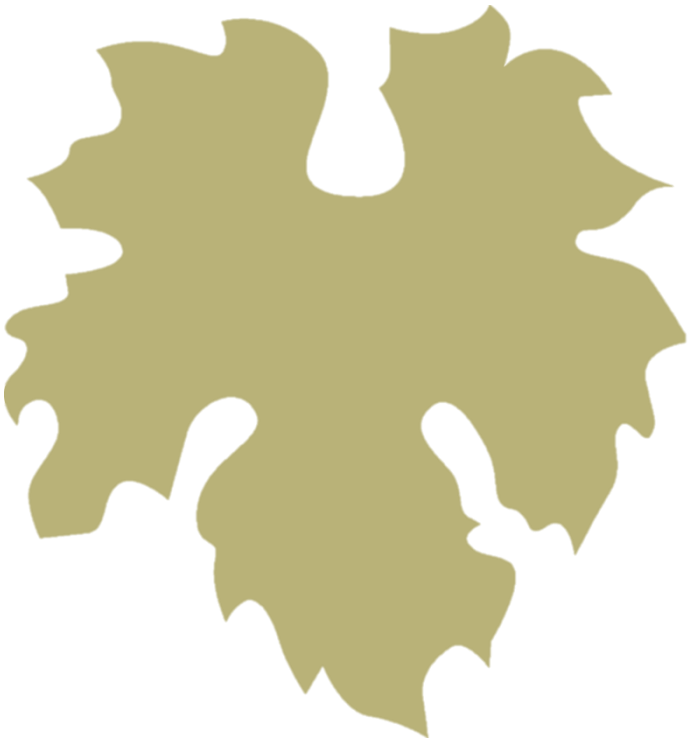
Management has omitted management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 31, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Eide Bailly LLP

Menlo Park, California
December 31, 2024



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB FUNDS

BALANCE SHEET
As of June 30, 2024

	Bike and Pedestrian	Local Streets and Roads	Total
ASSETS			
Cash and Investments	$ 1,745,071	$ 7,347,200	$ 9,092,271
Measure BB Direct Local Distribution Program Receivable	95,429	400,841	496,270
Total Assets	$ 1,840,500	$ 7,748,041	$ 9,588,541
LIABILITIES			
Accounts Payable	$ 151,241	$ 479,720	$ 630,961
Accrued Liabilities	10,987	30,775	41,762
Total Liabilities	162,228	510,495	672,723
FUND BALANCE			
Restricted for Measure BB Programs and Projects	1,678,272	7,237,546	8,915,818
Total Fund Balances	1,678,272	7,237,546	8,915,818
Total Liabilities & Fund Balances	$ 1,840,500	$ 7,748,041	$ 9,588,541

See accompanying notes to financial statements

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
For the Fiscal Year Ended June 30, 2024

	Bike and Pedestrian	Local Streets and Roads	Total
REVENUES			
Measure BB Direct Local Distribution			
Program Revenue			
Direct Local Distribution Funds Allocation	$ 565,528	$ 2,375,455	$ 2,940,983
Interest and Investment Income	35,998	182,420	218,418
Total Program Revenues	601,526	2,557,875	3,159,401
EXPENDITURES			
Measure BB Direct Local Distribution			
Expense-Current			
General Government	-	116,042	116,042
Construction	217,371	965,214	1,182,585
Total Program Expenditures	217,371	1,081,256	1,298,627
REVENUES OVER (UNDER) EXPENDITURES/ NET CHANGE IN FUND BALANCE	384,155	1,476,619	1,860,774
FUND BALANCES			
Beginning Fund Balance	1,294,117	5,760,927	7,055,044
Ending Fund Balance	$ 1,678,272	$ 7,237,546	$ 8,915,818

See accompanying notes to financial statements

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB FUNDS
FOR THE YEAR ENDED JUNE 30, 2024

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

All transactions of the Alameda County Transportation Commission - Measure BB Funds (Measure BB Funds) of the City of Livermore, California (City), are included as a separate special revenue fund in the basic financial statements of the City. The Measure BB Funds are used to account for the City's share of revenues earned and expenditures incurred under the City's local streets and roads, and bike and pedestrian programs. The accompanying financial statements are for the Measure BB Funds only and are not intended to fairly present the financial position of the City and the results of its operations.

B. Basis of Accounting

The accompanying financial statements are prepared on the modified accrual basis of accounting. Revenues are generally recorded when measurable and available, and expenditures are recorded when the related liabilities are incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a "*current financial resources*" measurement focus, wherein only current assets and current liabilities generally are included on the balance sheets. Operating statements of governmental funds present increased (revenues and other financing sources) and decreased (expenditures and other financing uses) in net current assets.

C. Description of Funds

The accounts are maintained on the basis of fund accounting. A fund is a separate accounting entity with a self-balancing set of accounts. The City uses Special Revenue Funds to account for the proceeds of specific revenues (other than for capital projects) that are legally restricted to be expended for specified purposes.

D. Capital Assets

Capital assets, consisting primarily of infrastructure, are recorded as expenditures and are not capitalized since they will be maintained by the City.

E. Use of Estimates

Management uses estimates and assumptions in preparing the financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB FUNDS
FOR THE YEAR ENDED JUNE 30, 2024

NOTES TO FINANCIAL STATEMENTS

NOTE 2 – CASH AND INVESTMENTS

Cash and investments are maintained on a pooled basis with those of other funds of the City. Pooled cash and investments consist of U.S. Treasury or its agencies, money market funds investing in such obligations, negotiable certificates of deposit, commercial paper and medium term corporate notes that meet specified rating requirements, mutual funds, guaranteed investment contracts, repurchase agreements, reverse repurchase agreements when authorized by the City's Council, the State Treasurer's investment pool (Local Agency Investment Fund), and banker's acceptances. The City did not enter into any reverse repurchase agreements during 2023-2024. All investments are stated at fair value. Pooled investment earnings are allocated quarterly based on the average quarterly cash and investment balances of the various funds are related entities of the City.

See the City's Annual Comprehensive Financial Report for disclosures related to cash and investments and the related custodial risk categorization.

NOTE 3 – MEASURE BB FUNDS

Under Measure BB, approved by the voters of Alameda County in 2014, the City receives a portion of the proceeds of an additional 0.5 percent sales tax to be used for transportation-related expenditures. These measures were adopted with the intention that the funds generated by the additional sales tax will not fund expenditures previously paid by property taxes but, rather, would be used for additional projects and programs.

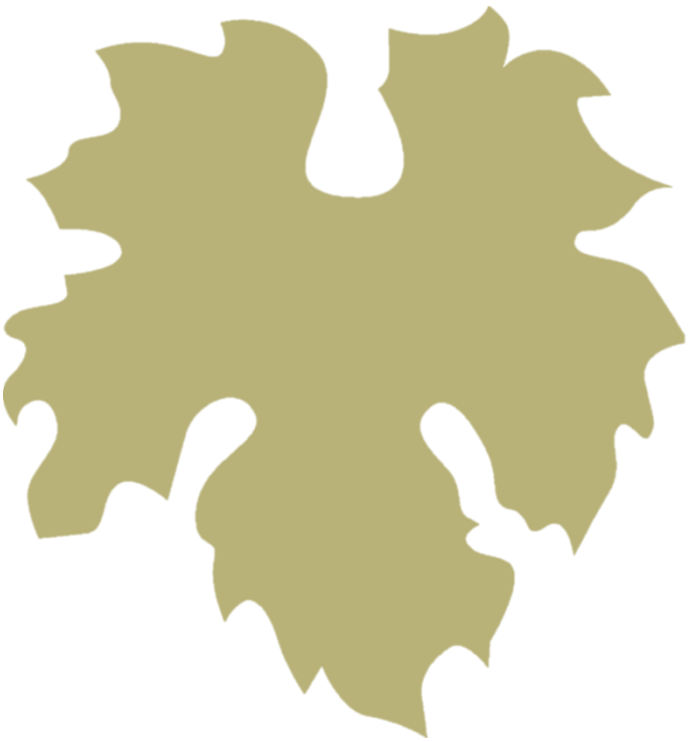
Projects funded by Measure BB 2014 were as follows:

Local Streets and Roads - To improve, repair, and overlay city streets.

Bike and Pedestrian - To provide sidewalk and ADA improvements and to implement the bikeway network.

NOTE 4 - COMMITMENTS AND CONTINGENCIES

The City participates in several grant programs. These programs have been audited by the City's independent accountants in accordance with the provisions of applicable State requirements. No cost disallowances were proposed as a result of these audits; however, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.



EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

The Honorable City Council
City of Livermore, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the Measure BB Funds (Measure BB Funds) of the City of Livermore, California (City), as of and for the year ended June 30, 2024, and have issued our report thereon dated Report December 31, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Measure BB Fund's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements including the applicable compliance requirements specified in the Measure BB agreement between the City and Alameda County Transportation Commission, and noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Menlo Park, California
December 31, 2024

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Compliance

The Honorable Mayor and Members of the City Council
City of Livermore, California

Report on Compliance

Opinion on Compliance with Measure BB

We have audited the City of Livermore, California (City) compliance with the compliance requirements applicable to the Measure BB Funds (Measure BB Funds) of the City of Livermore, California (City), for the year ended June 30, 2024.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that are applicable to the Measure BB Funds for the year ended June 30, 2024.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (*Government Auditing Standards*) issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's government programs.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, and *Government Auditing Standards* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material* weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis.
A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the "Auditor's Responsibilities for the Audit of Compliance" section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material

weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing. Accordingly, this report is not suitable for any other purpose.

Eide Bailly LLP

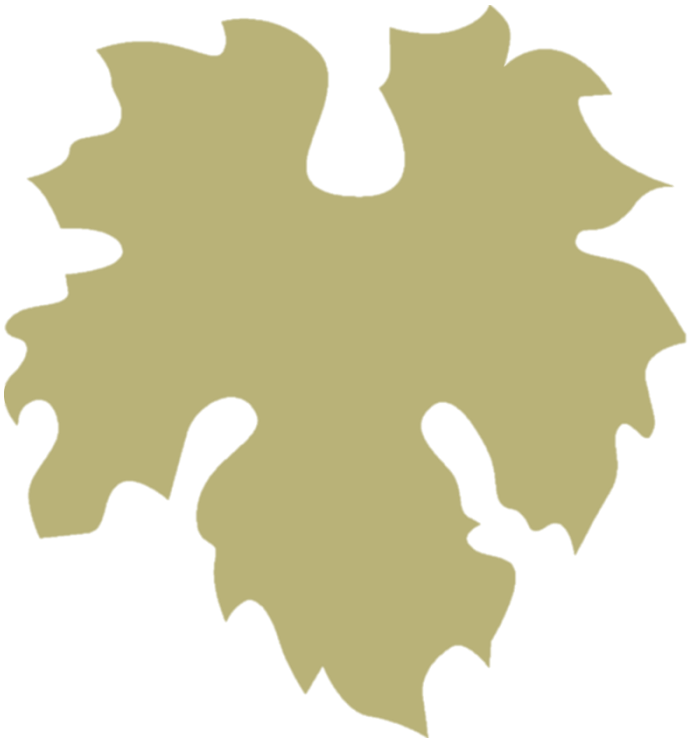
Menlo Park, California
December 31, 2024



CITY OF LIVERMORE

ALAMEDA COUNTY TRANSPORTATION COMMISSION
VEHICLE REGISTRATION FEE PROGRAM (VRF)
FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2024



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
VEHICLE REGISTRATION FEE PROGRAM (VRF)
Financial Statements
For the Fiscal Year Ended June 30, 2024

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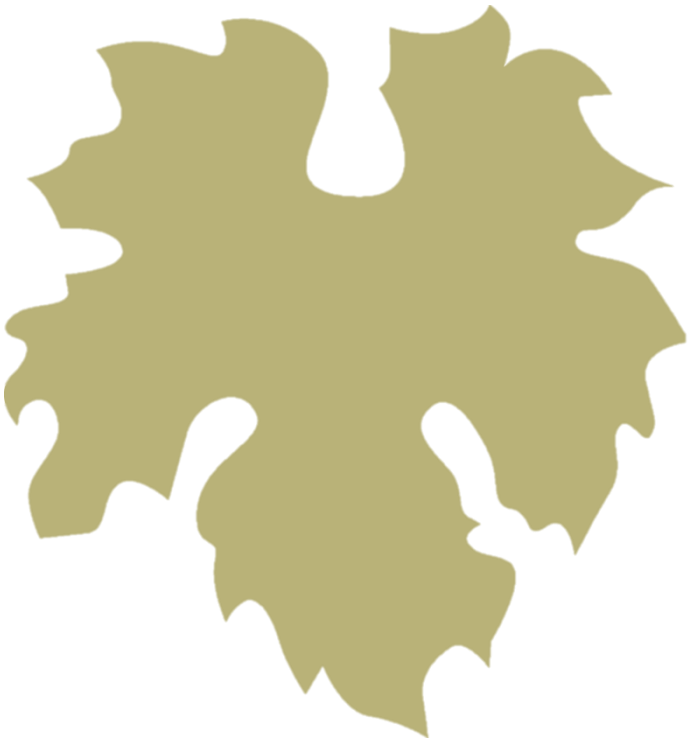
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Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council of the
City of Livermore, California

Report on the Audit of the Financial Statements

Opinion

We have audited the Financial Statements of the Measure F Funds, a special revenue fund of the City of Livermore, California (City), as of and for the year ended June 30, 2024, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the Measure F Funds of the City, as of June 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements specific to Measure F are intended to present the financial position and the changes in financial position attributable to the transactions of that Fund. They do not purport to, and do not, present fairly the financial position of the City as of June 30, 2024, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

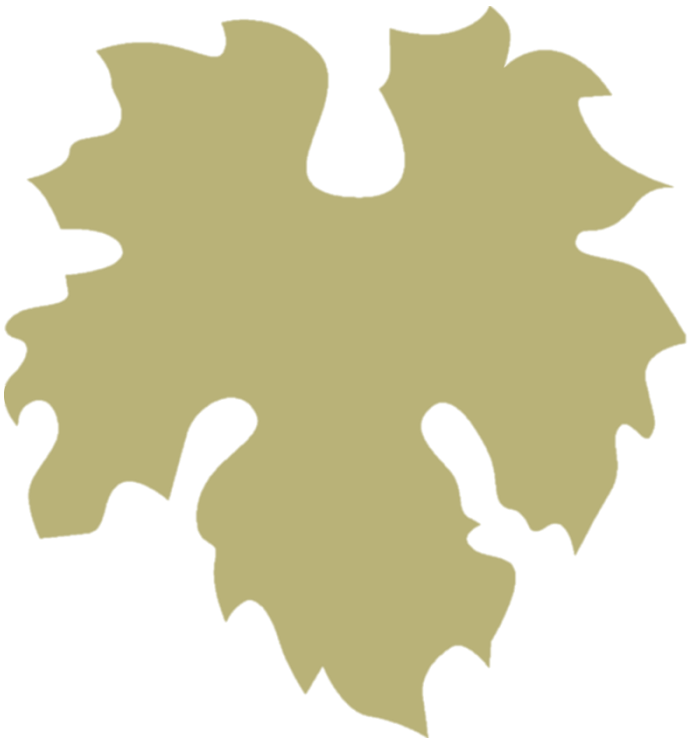
Management has omitted management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 31, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Eide Bailly LLP

Menlo Park, California
December 31, 2024



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
VEHICLE REGISTRATION FEE PROGRAM (VRF)

BALANCE SHEET
As of June 30, 2024

	Local Streets and Roads
ASSETS	
Cash and Investments	$ 1,450,372
Measure F Direct Local Distribution Program Receivable	66,299
Total Assets	$ 1,516,671
LIABILITIES	
Accounts Payable	$ 17,955
Total Liabilities	17,955
FUND BALANCE	
Restricted for Measure F Programs and Projects	1,498,716
Total Fund Balances	1,498,716
Total Liabilities & Fund Balances	$ 1,516,671

See accompanying notes to financial statements

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
VEHICLE REGISTRATION FEE PROGRAM (VRF)

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Local Streets and Roads
REVENUES	
Measure F Direct Local Distribution Program Revenue	
Direct Local Distribution Funds Allocation	$ 394,911
Interest	53,816
Total Program Revenues	448,727
EXPENDITURES	
Measure F Direct Local Distribution Expenses	
Construction	384,076
Total Program Expenditures	384,076
REVENUES OVER (UNDER) EXPENDITURES	
Net Change in Fund Balance	64,651
FUND BALANCE	
Beginning Fund Balance	1,434,065
Ending Fund Balance	$ 1,498,716

See accompanying notes to the financial statements

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
VEHICLE REGISTRATION FEE PROGRAM (VRF)
FOR THE YEAR ENDED JUNE 30, 2024

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - BACKGROUND

The Measure F Alameda County Vehicle Registration Fee Program (VRF) was approved by the voters in November 2010, with 63 percent of the vote. The collection of the $10 per year vehicle registration fee started in the first week of May 2011. The goal of the VRF is to sustain the County's transportation network and reduce traffic congestion and vehicle related pollution. The program includes four categories of projects:

- Local Road Improvement and Repair Program (60 percent)
- Transit for Congestion Relief (25 percent)
- Local Transportation Technology (10 percent)
- Pedestrian and Bicycle Access and Safety Program (5 percent)

The Alameda County Transportation Commission administers the program and distributes an equitable share of the funds among the four planning areas of the county over successive five year cycles. Geographic equity will be measured by a formula, weighted 50 percent by population of the planning area and 50 percent of the registered vehicles of the planning area.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity – All transactions of the VRF Program of the City of Livermore, California (City), are combined with other Alameda County Transportation Commission funds which are reported as a separate special revenue fund in the basic financial statements of the City. The VRF Program is used to account for the City's share of revenues earned and expenditures incurred under the City's local streets and roads program. The accompanying financial statements include VRF Funds only and are not intended to fairly present the financial position, results of operations and cash flows of the City in accordance with accounting principles generally accepted in the United States of America.

Basis of Accounting - The accompanying financial statements are prepared on the modified accrual basis of accounting. Revenues are generally recorded when measurable and available, and expenditures are recorded when the related liabilities are incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a "*current financial resources*" measurement focus, wherein only current assets and current liabilities generally are included on the balance sheets. Operating statements of governmental funds present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

Description of Funds - The accounts are maintained on the basis of fund accounting. A fund is a separate accounting entity with a self-balancing set of accounts**.** The City uses a Special Revenue Fund to account for the proceeds of specific revenues (other than for capital projects) that are legally restricted to be expended for specified purposes.

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
VEHICLE REGISTRATION FEE PROGRAM (VRF)
FOR THE YEAR ENDED JUNE 30, 2024

NOTES TO FINANCIAL STATEMENTS

NOTE 3 – CASH AND INVESTMENTS

Use of Estimates – Management uses estimates and assumptions in preparing the financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and investments are maintained on a pooled basis with those of other funds of the City. Pooled cash and investments consist of U.S. Treasury or its agencies, money market funds investing in such obligations, medium term corporate notes that meet specified rating requirements, guaranteed investment contracts and the State Treasurer's investment pool (Local Agency Investment Fund). All investments are stated at fair value. Pooled investment earnings are allocated based on the average cash and investment balances of the various funds and related entities of the City.

See the City's Annual Comprehensive Financial Report for disclosures related to cash and investments and the related custodial risk categorization. The ACFR may be obtained from the City of Livermore, 1052 S. Livermore Avenue, Livermore, CA, 94550.

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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

The Honorable City Council
City of Livermore, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the Measure F Funds (Fund) of the City of Livermore, California (City), as of and for the year ended June 30, 2024, and have issued our report thereon dated Report December 31, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Measure F Fund's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements including the applicable compliance requirements specified in the Measure F agreement between the City and Alameda County Transportation Commission, and noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Menlo Park, California
December 31, 2024

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CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Compliance

The Honorable Mayor and Members of the City Council
City of Livermore, California

Report on Compliance

Opinion on Compliance with Measure F

We have audited the City of Livermore, California (City) compliance with the compliance requirements applicable to the Measure F Funds (Measure F Funds) of the City of Livermore, California (City), for the year ended June 30, 2024.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that are applicable to the Measure F Funds for the year ended June 30, 2024.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (*Government Auditing Standards*) issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's government programs.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, and *Government Auditing Standards* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material* weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis.
A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the "Auditor's Responsibilities for the Audit of Compliance" section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing. Accordingly, this report is not suitable for any other purpose.

Eide Bailly LLP

Menlo Park, California
December 31, 2024

Independent Accountant's Report on
Applying Agreed-Upon Procedures Related To
The Article XIII-B Appropriations Limit Calculation
For the Fiscal Year Ended June 30, 2024

City of Livermore, California

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CPAs & BUSINESS ADVISORS

Independent Accountant's Report on Applying Agreed-Upon Procedures Related to the Article XIII-B Appropriations Limit Calculation

To the Honorable Mayor and Members of the City Council
of the City of Livermore
Livermore, California

We have performed the procedures enumerated below, on the Appropriations Limit Calculation of the City of Livermore, California (City) prepared in accordance with Article XIII-B of the California Constitution for the fiscal year ended June 30, 2024. The City's management is responsible for the Appropriations Limit Calculation.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting the City in evaluating its Appropriations Limit Calculation and we will report on findings based on the procedures performed. Additionally, the City agreed to and acknowledged that the procedures performed are appropriate to meet their purposes. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report andmay not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures performed and associated findings are as follows:

1. We obtained the completed worksheets setting forth the calculations necessary to establish the City's 2023-2024 appropriations limit calculation and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

   Finding: No exceptions were found as a result of this procedure.

2. We added last year's limit to the annual adjustment amount and compared the resulting amount to the 2023-2024 appropriations limit.

   Finding: No exceptions were found as a result of this procedure.

3. We compared the current year information to the worksheets described in No. 1 above and to the information provided by the California State Department of Finance.

   Finding: No exceptions were found as a result of this procedure.

4. We agreed the prior year appropriations limit to the prior year appropriations limit adopted by the City Council.

   Finding: No exceptions were no as a result of this procedure.

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We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the City's Appropriation Limit Calculation. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by Article XIII-B of the California Constitution.

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than those specified parties.

Eide Bailly LLP

Menlo Park, California
January 14, 2025

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CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To Honorable Mayor and Members
of the City Council of the City of Livermore
Livermore, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Livermore, California, (City) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 14, 2025.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We identified a deficiency in internal control, described in the accompanying Schedule of Findings and Responses as items 2024-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying Schedule of Findings and Responses. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Menlo Park, California
January 14, 2025

The following finding represents a material weakness related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*.

2024-001 Restatement of the beginning net position of the governmental activities, the fund balance of the Low Income Housing-Special Revenue Fund and the fund balance of the Nonmajor Governmental Funds

Criteria

Management is responsible for the design, implementation, and maintenance of internal controls to ensure the financial statements are free from material misstatement, whether due to error or fraud. Such internal controls should ensure that all notes receivables are reported on the City's financial statements.

Condition

The prior year financial statements contained an error that was discovered during the current year. The net position of the governmental activities, the fund balance of the Low Income Housing-Special Revenue Fund and the fund balance of the Nonmajor Governmental Funds did not report loans receivables correctly.

Effect

The City restated its financial statements in accordance with Generally Accepted Accounting Principles (GAAP).

Cause

Many of these loans were incorrectly tracked and were not included in the financial statements.

Recommendation

We recommend that management performs an evaluation of the outstanding loans and work with the City's contractor to ensure all activities presented in the financial statements are in accordance with GAAP.

Views of Responsible Officials

The City agrees with the finding and has restated its beginning net position and fund balance. The Finance and the Housing and Human Services divisions collaborated over the last two years to complete an entire inventory of loans outstanding and believe all loans are now accounted for and recorded correctly. The two divisions are also developing a Housing Loans Policy to ensure that all future loans are recorded and reported correctly on the financial statements.

EideBailly

CPAs & BUSINESS ADVISORS

January 14, 2025

To Honorable Mayor and Members
of the City Council of the City of Livermore
Livermore, California

We have audited the financial statements of the City of Livermore, California (City) as of and for the year ended June 30, 2024, and have issued our report thereon dated January 14, 2025. Professional standards require that we advise you of the following matters relating to our audit.

We are currently performing the audit of the City's federal award programs (Single Audit) and anticipate issuing our report thereon prior to March 31, 2025.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our letter dated October 15, 2024, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated January 14, 2025.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the fiscal year, except for the implementation of GASB Statement No. 100, *Accounting Changes and Error Corrections,* and a change in the measurement date of its net OPEB liability, as described in note 19 to the financial statements.

No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are related to the City Pension, Other Postemployment Benefits (OPEB), and insurance liabilities.

Management's estimate of the City Pension, OPEB and insurance liabilities is based on actuarial estimated performed by management specialists.

We evaluated the key factors and assumptions used to develop the management estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to the following:

- **Note 1** summarizes the City's accounting policies and describes significant changes in accounting policies. The City's measurement date related to its Other Postemployment Liability was changed which is described in **Note 19**.

- **Note 11** describes the valuation of the City's net pension liability and related deferred outflows and inflows of resources. Such amounts are sensitive to the underlying actuarial assumptions used including, but not limited to, the investment rate of return and discount rate. As disclosed, a one percent increase or decrease in the discount rate has a material effect on the City's net pension liability.

- **Note 12** describes the City's postemployment benefits liability and related deferred outflows and inflows of resources are sensitive to the underlying actuarial assumptions used including, but not limited to, the discount rate and healthcare cost trend rate. As disclosed, a one percent increase or decrease in the discount rate or the healthcare cost trend rate has a material effect on the City's post-employment benefits liability.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected or corrected missstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit. Representations Requested from Management

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. Our report contains an emphasis of matter for the implementation of the GASB Statement 100, *Accounting Changes and Error Corrections* and an emphasis of matter relating to a correction of an error as follows:

Restatement Due to Correction of an Error

As discussed in Note 19 to the financial statements, the prior year financial statements contained an error that was discovered during the current year. The prior year financial statements understated and, in some instances, overstated certain notes receivables. Accordingly, the beginning net position of the governmental activities, the fund balance of the Low-Income Housing-Special Revenue Fund and the fund balance of the Nonmajor Governmental Funds has been restated to incorporate the change in notes receivables. Our opinions are not modified with respect to this matter.

Change in Accounting Principle

As discussed in Note 19 to the financial statements, the City changed the measurement date of its Net OPEB Liability. The beginning net position of the Governmental Activities, Business Type Activities, the Airport, the Water, the Sewer, the Stormwater and the Internal Service funds have been restated to reflect that change. Our opinion is not modified with respect to that matter.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated January 14, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the City's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

In accordance with such standards, we have read the introductory and statistical sections of the City annual comprehensive financial report and considered whether such information, or the manner of its presentation, as materially inconsistent with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

The financial statements include investment in Livermore Pleasanton Fire Department (Department) using the equity interest method, which we considered to be a significant component of the financial statements of the governmental activities of the City. Consistent with the audit of the financial statements as a whole, our audit included obtaining an understanding of the Department and their environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of Department and completion of further audit procedures.

The financial statements include investment in Livermore Amador Valley Water Management Agency (Agency) using the equity interest method, which we considered to be a significant component of the financial statements of the Water Fund and Business-Type Activities. The financial statements of the Agency were audited by other auditors. Eide Bailly assumed responsibility for the audit of the financial statements of the Agency and no reference is made in the auditor's report to the other auditor. Consistent with the audit of the financial statements as a whole, our audit included obtaining an understanding of the Agency and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of the City and completion of further audit procedures. Additionally, our audit procedures included obtaining and reading their auditor's report and the related financial statements.

This report is intended solely for the information and use of the governing board, and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Menlo Park, California

LIVERMORE
CALIFORNIA

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

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution amending the City of Livermore Salary Plan dated February 2025 in accordance with California Code of Regulations, Title 2, Section 570.5 and establish a new classification of Supervising Crime and Intelligence Analyst (Class Code 4152) and assign it to the Association of Livermore Employees salary schedule.

RECOMMENDED ACTION

Staff recommends approving a resolution amending the City of Livermore Salary Plan dated February 2025 in accordance with California Code of Regulations, Title 2, Section 570.5 and establish a new classification of Supervising Crime and Intelligence Analyst (Class Code 4152) and assign it to the Association of Livermore Employees salary schedule.

SUMMARY

Staff recommends approving the following changes to the salary plan:

Establish a new classification of Supervising Crime & Intelligence Analyst (Class Code 4152) and assign it to the Association of Livermore Employees salary schedule.

DISCUSSION

The Supervising Crime & Intelligence Analyst (Class Code 4152) was a new FTE in the approved 2024-2025 fiscal year budget. This position is required to maintain the span of control over the Police Department's Crime Analyst unit. We are recommending this new classification be assigned to the Association of Livermore Employees with salary steps of $9,872.43 - $10,366.05 - $10,884.35 - $11,428.57 - $12,000.00.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no fiscal impact as this position has already been authorized and budged for in the 2024-2025 fiscal year budget.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Resolution
2. Exhibit A - Salary Plan effective February 2025

Prepared by: Kristen Hilton
Human Resource Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AMENDING THE CITY OF LIVERMORE SALARY PLAN DATED FEBRUARY 2025, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

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

- Add a new classification of Supervising Crime & Intelligence Analyst (Class Code 4152) to the Association of Livermore Employees salary schedule with salary steps of $9,872.43 - $10,366.05 - $10,884.35 - $11,428.57 - $12,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, in accordance with California Code of Regulations, Title 2, Section 570.5, it hereby approves the amended Salary Plan dated February 2025, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Salary Plan effective February 2025

LIVERMORE
CALIFORNIA

Salary Plan

February 2025

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	68,953.04	72,252.74	75,707.19	79,334.37	83,142.92
		5,746.09	6,021.06	6,308.93	6,611.20	6,928.58
		1,326.02	1,389.48	1,455.91	1,525.66	1,598.90
		33.1505	34.7369	36.3977	38.1415	39.9726
4000	ACCOUNT CLERK, JUNIOR	62,584.39	65,555.44	68,675.03	71,950.60	75,389.94
		5,215.37	5,462.95	5,722.92	5,995.88	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.0887	31.5170	33.0168	34.5916	36.2452
4002	ACCOUNT CLERK, SENIOR	74,928.22	78,516.44	82,284.08	86,240.11	90,393.94
		6,244.02	6,543.04	6,857.01	7,186.68	7,532.83
		1,440.93	1,509.93	1,582.39	1,658.46	1,738.35
		36.0232	37.7483	39.5597	41.4616	43.4586
4020	ACCOUNTANT, JUNIOR	89,325.06	93,672.37	98,237.06	103,029.98	108,062.56
		7,443.76	7,806.03	8,186.42	8,585.83	9,005.21
		1,717.79	1,801.39	1,889.17	1,981.35	2,078.13
		42.9447	45.0348	47.2294	49.5336	51.9532
4010	ACCOUNTING TECHNICIAN	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.2268	40.0621	41.9892	44.0126	46.1372
4030	ADMINISTRATIVE ASSISTANT	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.0268	41.9521	43.9736	46.0963	48.3250
4052	ADMINISTRATIVE CLERK I	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.0887	31.5171	33.0169	34.5917	36.2452
4051	ADMINISTRATIVE CLERK II	67,020.56	70,213.40	73,565.88	77,086.02	80,782.13
		5,585.05	5,851.12	6,130.49	6,423.84	6,731.84
		1,288.86	1,350.26	1,414.73	1,482.42	1,553.50
		32.2214	33.7564	35.3682	37.0606	38.8376
4040	ADMINISTRATIVE TECHNICIAN	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.0268	41.9521	43.9736	46.0963	48.3250
5000	AIRPORT SERVICE ATTENDANT	72,950.62	76,439.99	80,103.81	83,950.82	87,990.18
		6,079.22	6,370.00	6,675.32	6,995.90	7,332.52
		1,402.90	1,470.00	1,540.46	1,614.44	1,692.12
		35.0724	36.7500	38.5115	40.3610	42.3030
5001	AIRPORT SERVICE ATTENDANT SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4060	ANIMAL CONTROL OFFICER	82,607.70	86,579.91	90,750.72	95,130.07	99,728.39
		6,883.98	7,214.99	7,562.56	7,927.51	8,310.70
		1,588.61	1,665.00	1,745.21	1,829.42	1,917.85
		39.7152	41.6250	43.6302	45.7356	47.9463
5010	ASSET MANAGEMENT SPECIALIST	110,974.89	116,365.47	122,025.56	127,968.67	134,208.91
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4130	BUILDING INSPECTOR I	97,695.17	102,421.76	107,384.66	112,595.72	118,067.32
		8,141.26	8,535.15	8,948.72	9,382.98	9,838.94
		1,878.75	1,969.65	2,065.09	2,165.30	2,270.53
		46.9688	49.2412	51.6272	54.1326	56.7631
4131	BUILDING INSPECTOR II	104,915.81	110,003.43	115,345.42	120,954.51	126,844.05
		8,742.98	9,166.95	9,612.12	10,079.54	10,570.34
		2,017.61	2,115.45	2,218.18	2,326.05	2,439.31
		50.4403	52.8863	55.4545	58.1512	60.9827
4132	BUILDING INSPECTOR III	107,961.41	113,201.30	118,703.18	124,480.15	130,545.98
		8,996.78	9,433.44	9,891.93	10,373.35	10,878.83
		2,076.18	2,176.95	2,282.75	2,393.85	2,510.50
		51.9045	54.4237	57.0688	59.8462	62.7625
4133	BUILDING INSPECTOR, SENIOR	113,201.30	118,703.18	124,480.15	130,545.98	136,915.11
		9,433.44	9,891.93	10,373.35	10,878.83	11,409.59
		2,176.95	2,282.75	2,393.85	2,510.50	2,632.98
		54.4237	57.0688	59.8462	62.7625	65.8246
4093	CIVIL ENGINEER, ASSISTANT	116,342.66	122,001.62	127,943.50	134,182.51	140,733.47
		9,695.22	10,166.80	10,661.96	11,181.88	11,727.79
		2,237.36	2,346.19	2,460.45	2,580.43	2,706.41
		55.9340	58.6546	61.5113	64.5108	67.6603
4100	CIVIL ENGINEER, ASSOCIATE	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
		10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.5377	63.4885	66.5869	69.8402	73.2562
4091	CIVIL ENGINEER, JUNIOR	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.2496	51.6361	54.1418	56.7729	59.5355
4140	COMMUNITY SERVICE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.1144	36.7941	38.5578	40.4096	42.3541
4141	COMMUNITY SERVICE SPECIALIST II	76,209.50	79,980.13	83,939.31	88,096.43	92,461.41
		6,350.79	6,665.01	6,994.94	7,341.37	7,705.12
		1,465.57	1,538.08	1,614.22	1,694.16	1,778.10
		36.6392	38.4520	40.3554	42.3541	44.4526

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4150	CRIME & INTELLIGENCE ANALYST	94,785.75	99,366.87	104,177.02	109,227.71	114,530.91
		7,898.81	8,280.57	8,681.42	9,102.31	9,544.24
		1,822.80	1,910.90	2,003.40	2,100.53	2,202.52
		45.5701	47.7725	50.0851	52.5133	55.0629
4152	CRIME & INTELLIGENCE ANALYST, SUPERVISING*	118,469.16	124,392.61	130,612.24	137,142.86	144,000.00
		9,872.43	10,366.05	10,884.35	11,428.57	12,000.00
		2,278.25	2,392.17	2,511.77	2,637.36	2,769.23
		56.9563	59.8041	62.7944	65.9341	69.2308
4160	CRIME PREVENTION SPECIALIST	78,744.53	82,523.58	86,491.57	90,657.97	95,032.69
		6,562.04	6,876.97	7,207.63	7,554.83	7,919.39
		1,514.32	1,586.99	1,663.30	1,743.42	1,827.55
		37.8580	39.6748	41.5825	43.5856	45.6888
4170	CRISIS INTERVENTION SPECIALIST	100,608.08	105,558.99	110,757.46	116,215.85	121,947.16
		8,384.01	8,796.58	9,229.79	9,684.65	10,162.26
		1,934.77	2,029.98	2,129.95	2,234.92	2,345.14
		48.3693	50.7495	53.2488	55.8730	58.6284
4050	DIVISION CLERK	70,575.34	73,945.94	77,485.06	81,201.13	85,103.02
		5,881.28	6,162.16	6,457.09	6,766.76	7,091.92
		1,357.22	1,422.04	1,490.10	1,561.56	1,636.60
		33.9305	35.5509	37.2524	39.0390	40.9149
4180	ECONOMIC DEVELOPMENT SPECIALIST	91,264.84	95,669.92	100,295.25	105,151.83	110,251.23
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.8773	45.9952	48.2189	50.5538	53.0054
5090	ELECTRICIAN	97,836.02	102,608.89	107,620.41	112,882.49	118,407.69
		8,153.00	8,550.74	8,968.37	9,406.87	9,867.31
		1,881.46	1,973.25	2,069.62	2,170.82	2,277.07
		47.0366	49.3312	51.7406	54.2704	56.9268
4092	ENGINEER, ASSISTANT	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4090	ENGINEER, JUNIOR	97,711.83	102,439.27	107,403.04	112,615.01	118,087.59
		8,142.65	8,536.61	8,950.25	9,384.58	9,840.63
		1,879.07	1,969.99	2,065.44	2,165.67	2,270.92
		46.9768	49.2497	51.6361	54.1418	56.7729
4080	ENGINEERING SPECIALIST	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4070	ENGINEERING TECHNICIAN, ASSIST	95,602.88	100,224.84	105,077.91	110,173.63	115,524.14
		7,966.91	8,352.07	8,756.49	9,181.14	9,627.01
		1,838.52	1,927.40	2,020.73	2,118.72	2,221.62
		45.9629	48.1850	50.5182	52.9681	55.5405

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4071	ENGINEERING	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
	TECHNICIAN, ASSOC	8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.2496	51.6361	54.1418	56.7729	59.5355
4072	ENGINEERING	106,376.57	111,537.23	116,955.91	122,645.53	128,619.63
	TECHNICIAN, SENIOR	8,864.71	9,294.77	9,746.33	10,220.46	10,718.30
		2,045.70	2,144.95	2,249.15	2,358.57	2,473.45
		51.1426	53.6237	56.2288	58.9642	61.8364
5030	FACILITIES MAINTENANCE	62,249.61	65,203.90	68,305.93	71,563.04	74,983.02
	TRAINEE	5,187.47	5,433.66	5,692.16	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3480	32.8394	34.4053	36.0495
5031	FACILITIES MAINTENANCE	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
	WORKER I	5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.4498	35.0462	36.7225	38.4826	40.3306
5032	FACILITIES MAINTENANCE	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
	WORKER II	6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.8325	37.5481	39.3495	41.2409	43.2269
5033	FACILITIES MAINTENANCE	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
	WORKER, SENIOR	6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648
5034	FACILITIES MAINTENANCE	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
	WORKER, SUPERVISING	7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.2371	44.2729	46.4105	48.6549	51.0116
4190	FAMILY THERAPIST	96,171.95	100,822.38	105,705.32	110,832.40	116,215.85
		8,014.33	8,401.87	8,808.78	9,236.03	9,684.65
		1,849.46	1,938.89	2,032.79	2,131.39	2,234.92
		46.2365	48.4723	50.8199	53.2848	55.8730
5040	FLEET SERVICES WORKER	62,249.65	65,203.96	68,305.98	71,563.09	74,983.07
		5,187.47	5,433.66	5,692.17	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3481	32.8394	34.4053	36.0496
4200	GIS SPECIALIST	110,974.88	116,365.44	122,025.54	127,968.65	134,208.89
		9,247.91	9,697.12	10,168.80	10,664.05	11,184.07
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
5050	GROUNDSKEEPER	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
	TRAINEE	5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3480	32.8394	34.4053	36.0495

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5051	GROUNDSKEEPER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.4498	35.0462	36.7225	38.4826	40.3306
5052	GROUNDSKEEPER II	74,531.69	78,100.11	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.8325	37.5481	39.3495	41.2409	43.2269
5053	GROUNDSKEEPER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648
5055	GROUNDSKEEPER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.2371	44.2729	46.4105	48.6549	51.0116
4210	INFORMATION TECHNOLOGY TECHNICIAN	83,064.65	87,098.95	91,334.97	95,782.79	100,452.99
		6,922.05	7,258.25	7,611.25	7,981.90	8,371.08
		1,597.40	1,674.98	1,756.44	1,841.98	1,931.79
		39.9349	41.8745	43.9110	46.0494	48.2947
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR	91,066.74	95,501.14	100,157.26	105,046.20	110,179.57
		7,588.90	7,958.43	8,346.44	8,753.85	9,181.63
		1,751.28	1,836.56	1,926.10	2,020.12	2,118.84
		43.7821	45.9140	48.1525	50.5030	52.9710
5054	LANDSCAPE MAINTENANCE SPECIALIST	83,532.03	87,550.44	91,769.78	96,200.09	100,851.92
		6,961.00	7,295.87	7,647.48	8,016.67	8,404.33
		1,606.39	1,683.66	1,764.80	1,850.00	1,939.46
		40.1596	42.0916	44.1201	46.2500	48.4865
4230	LIBRARIAN I	75,348.04	78,957.27	82,746.95	86,726.12	90,904.24
		6,279.00	6,579.77	6,895.58	7,227.18	7,575.35
		1,449.00	1,518.41	1,591.29	1,667.81	1,748.16
		36.2250	37.9602	39.7822	41.6953	43.7040
4231	LIBRARIAN II	83,415.29	87,427.88	91,641.09	96,064.96	100,710.03
		6,951.27	7,285.66	7,636.76	8,005.41	8,392.50
		1,604.14	1,681.31	1,762.33	1,847.40	1,936.73
		40.1035	42.0326	44.0582	46.1851	48.4183
4221	LIBRARY ASSISTANT	71,002.14	74,394.06	77,955.59	81,695.19	85,621.79
		5,916.85	6,199.51	6,496.30	6,807.93	7,135.15
		1,365.43	1,430.66	1,499.15	1,571.06	1,646.57
		34.1356	35.7664	37.4787	39.2765	41.1643
4222	LIBRARY ASSISTANT, SUPERVISING	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.2268	40.0621	41.9892	44.0126	46.1372

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4220	LIBRARY CLERK	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08867	31.51706	33.01687	34.59165	36.24519
5060	MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5061	MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063
5062	MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5063	MAINTENANCE WORKER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5070	MECHANIC	86,146.96	90,296.14	94,652.75	99,227.22	104,030.41
		7,178.91	7,524.68	7,887.73	8,268.94	8,669.20
		1,656.67	1,736.46	1,820.25	1,908.22	2,000.58
		41.41681	43.41161	45.50613	47.70539	50.01462
5071	MECHANIC SENIOR	93,456.84	97,971.51	102,711.90	107,689.32	112,915.62
		7,788.07	8,164.29	8,559.33	8,974.11	9,409.64
		1,797.25	1,884.07	1,975.23	2,070.95	2,171.45
		44.93117	47.10169	49.38072	51.77371	54.28636
4240	NEIGHBORHOOD PRESERVATION OFFICER	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547
5020	PARTS AND INVENTORY CONTROL WORKER	72,767.98	76,248.19	79,902.42	83,739.36	87,768.16
		6,064.00	6,354.02	6,658.54	6,978.28	7,314.01
		1,399.38	1,466.31	1,536.59	1,610.37	1,687.85
		34.98461	36.65778	38.41463	40.25931	42.19623
4250	PERMIT TECHNICIAN	74,087.65	77,633.85	81,357.37	85,267.06	89,372.24
		6,173.97	6,469.49	6,779.78	7,105.59	7,447.69
		1,424.76	1,492.96	1,564.56	1,639.75	1,718.70
		35.61906	37.32397	39.11412	40.99378	42.96742
4251	PERMIT TECHNICIAN II	79,052.31	82,846.74	86,830.91	91,014.27	95,406.80
		6,587.69	6,903.90	7,235.91	7,584.52	7,950.57
		1,520.24	1,593.21	1,669.83	1,750.27	1,834.75
		38.00592	39.83016	41.74563	43.75686	45.86865

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4260	PLAN CHECK ENGINEER	125,813.43	131,945.92	138,385.03	145,146.12	152,245.26
		10,484.45	10,995.49	11,532.09	12,095.51	12,687.11
		2,419.49	2,537.42	2,661.25	2,791.27	2,927.79
		60.48723	63.43554	66.53126	69.78179	73.19484
4120	PLANNER, ASSISTANT	102,132.14	107,080.58	112,276.43	117,732.08	123,460.49
		8,511.01	8,923.38	9,356.37	9,811.01	10,288.37
		1,964.08	2,059.24	2,159.16	2,264.08	2,374.24
		49.10199	51.48105	53.97905	56.60196	59.35600
4121	PLANNER, ASSOCIATE	117,732.08	123,460.49	129,475.34	135,790.93	142,422.30
		9,811.01	10,288.37	10,789.61	11,315.91	11,868.53
		2,264.08	2,374.24	2,489.91	2,611.36	2,738.89
		56.60196	59.35600	62.24776	65.28410	68.47226
4122	PLANNER, SENIOR	123,460.52	129,475.36	135,790.95	142,422.32	149,385.26
		10,288.38	10,789.61	11,315.91	11,868.53	12,448.77
		2,374.24	2,489.91	2,611.36	2,738.89	2,872.79
		59.35602	62.24777	65.28411	68.47227	71.81984
4270	POLICE CLERK	68,698.19	71,974.91	75,415.49	79,028.10	82,821.31
		5,724.85	5,997.91	6,284.62	6,585.68	6,901.78
		1,321.12	1,384.13	1,450.30	1,519.77	1,592.72
		33.02798	34.60332	36.25745	37.99428	39.81794
4271	POLICE CLERK, SENIOR	71,974.99	75,415.56	79,028.17	82,821.39	86,804.29
		5,997.92	6,284.63	6,585.68	6,901.78	7,233.69
		1,384.13	1,450.30	1,519.77	1,592.72	1,669.31
		34.60336	36.25748	37.99431	39.81798	41.73283
4272	POLICE CLERK, SUPERVISING	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585
4280	POLICE IDENTIFICATION TECHNICIAN	86,417.20	90,579.87	94,950.69	99,540.05	104,358.89
		7,201.43	7,548.32	7,912.56	8,295.00	8,696.57
		1,661.87	1,741.92	1,825.97	1,914.23	2,006.90
		41.54673	43.54801	45.64937	47.85579	50.17254
4290	PROPERTY AND EVIDENCE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.11443	36.79411	38.55777	40.40961	42.35405
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	82,452.76	86,417.22	90,579.89	94,950.72	99,540.07
		6,871.06	7,201.44	7,548.32	7,912.56	8,295.01
		1,585.63	1,661.87	1,741.92	1,825.98	1,914.23
		39.64075	41.54674	43.54802	45.64938	47.85580
4300	PUBLIC SAFETY DISPATCHER	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585

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4301	PUBLIC SAFETY	88,914.77	93,202.33	97,704.28	102,431.32	107,394.72
	DISPATCHER, SENIOR	7,409.56	7,766.86	8,142.02	8,535.94	8,949.56
		1,709.90	1,792.35	1,878.93	1,969.83	2,065.28
		42.74749	44.80881	46.97321	49.24583	51.63208
4302	PUBLIC SAFETY	97,758.70	102,488.47	107,454.71	112,669.28	118,144.56
	DISPATCHER, SUPERVISING	8,146.56	8,540.71	8,954.56	9,389.11	9,845.38
		1,879.98	1,970.93	2,066.44	2,166.72	2,272.01
		46.99938	49.27330	51.66092	54.16792	56.80027
4310	PURCHASING SPECIALIST,	89,044.61	93,457.00	98,090.01	102,954.67	108,062.56
	SUPERVISING	7,420.38	7,788.08	8,174.17	8,579.56	9,005.21
		1,712.40	1,797.25	1,886.35	1,979.90	2,078.13
		42.80991	44.93125	47.15866	49.49744	51.95315
4320	RECYCLING SPECIALIST	91,264.83	95,669.90	100,295.23	105,151.81	110,251.20
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.87732	45.99514	48.21886	50.55375	53.00538
5081	TRAFFIC SIGNAL	75,385.36	78,996.46	82,788.10	86,769.34	90,949.62
	TECHNICIAN TRAINEE	6,282.11	6,583.04	6,899.01	7,230.78	7,579.14
		1,449.72	1,519.16	1,592.08	1,668.64	1,749.03
		36.24296	37.97907	39.80197	41.71603	43.72578
5080	TRAFFIC SIGNAL	80,440.90	84,304.76	88,361.84	92,621.75	97,094.67
	TECHNICIAN	6,703.41	7,025.40	7,363.49	7,718.48	8,091.22
		1,546.94	1,621.25	1,699.27	1,781.19	1,867.21
		38.67351	40.53113	42.48165	44.52969	46.68013
5082	TRAFFIC SIGNAL	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
	TECHNICIAN, SENIOR	7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4110	TRANSPORTATION	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
	ENGINEER, ASSOCIATE	10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.53768	63.48852	66.58690	69.84020	73.25617
5150	WASTEWATER COLLECTIONS	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
	SYSTEMS TRAINEE	5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5151	WASTEWATER COLLECTIONS	71,783.37	75,253.61	78,897.36	82,723.30	86,740.53
	SYSTEMS WORKER I	5,981.95	6,271.13	6,574.78	6,893.61	7,228.38
		1,380.45	1,447.18	1,517.26	1,590.83	1,668.09
		34.51124	36.17962	37.93142	39.77082	41.70218
5152	WASTEWATER COLLECTIONS	78,713.37	82,530.10	86,537.68	90,745.63	95,163.99
	SYSTEMS WORKER II	6,559.45	6,877.51	7,211.47	7,562.14	7,930.33
		1,513.72	1,587.12	1,664.19	1,745.11	1,830.08
		37.84297	39.67793	41.60465	43.62771	45.75192

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5153	WASTEWATER COLLECTIONS	86,374.91	90,574.73	94,984.54	99,614.84	104,476.64
	SYSTEMS WORKER III	7,197.91	7,547.89	7,915.38	8,301.24	8,706.39
		1,661.06	1,741.82	1,826.63	1,915.67	2,009.17
		41.52640	43.54554	45.66564	47.89175	50.22915
5160	WATER DISTRIBUTION	66,385.61	69,546.72	72,865.88	76,350.99	80,010.38
	OPERATOR TRAINEE	5,532.13	5,795.56	6,072.16	6,362.58	6,667.53
		1,276.65	1,337.44	1,401.27	1,468.29	1,538.66
		31.91616	33.43592	35.03167	36.70721	38.46653
5161	WATER DISTRIBUTION	74,225.17	77,778.24	81,508.97	85,426.25	89,539.38
	OPERATOR I	6,185.43	6,481.52	6,792.41	7,118.85	7,461.62
		1,427.41	1,495.74	1,567.48	1,642.81	1,721.91
		35.68518	37.39338	39.18700	41.07031	43.04778
5162	WATER DISTRIBUTION	84,884.40	88,970.45	93,260.79	97,765.65	102,495.75
	OPERATOR II	7,073.70	7,414.20	7,771.73	8,147.14	8,541.31
		1,632.39	1,710.97	1,793.48	1,880.11	1,971.07
		40.80981	42.77425	44.83692	47.00272	49.27680
5163	WATER DISTRIBUTION	91,422.05	95,834.96	100,468.55	105,333.81	110,442.30
	OPERATOR III	7,618.50	7,986.25	8,372.38	8,777.82	9,203.53
		1,758.12	1,842.98	1,932.09	2,025.65	2,123.89
		43.95291	46.07450	48.30219	50.64125	53.09726
5164	WATER DISTRIBUTION	95,834.98	100,468.57	105,333.83	110,442.32	115,806.28
	SENIOR OPERATOR	7,986.25	8,372.38	8,777.82	9,203.53	9,650.52
		1,842.98	1,932.09	2,025.65	2,123.89	2,227.04
		46.07451	48.30220	50.64126	53.09727	55.67610
5165	WATER DISTRIBUTION	105,102.14	110,199.08	115,550.85	121,170.21	127,070.56
	SUPERVISING OPERATOR	8,758.51	9,183.26	9,629.24	10,097.52	10,589.21
		2,021.20	2,119.21	2,222.13	2,330.20	2,443.66
		50.52988	52.98033	55.55329	58.25491	61.09162
5170	WATER RESOURCES	98,795.12	103,615.93	108,677.80	113,992.76	119,573.47
	COORDINATOR	8,232.93	8,634.66	9,056.48	9,499.40	9,964.46
		1,899.91	1,992.61	2,089.96	2,192.17	2,299.49
		47.49765	49.81535	52.24894	54.80421	57.48725
5171	WATER RESOURCES	102,608.89	107,620.41	112,882.49	118,407.69	124,209.15
	COORDINATOR - ELECTRICAL &	8,550.74	8,968.37	9,406.87	9,867.31	10,350.76
	INSTRUMENTATION	1,973.25	2,069.62	2,170.82	2,277.07	2,388.64
		49.33120	51.74058	54.27043	56.92677	59.71594
5100	WR INSTRUMENT	93,416.70	97,968.60	102,748.11	107,766.58	113,035.97
	CONTROL TECHNICIAN	7,784.73	8,164.05	8,562.34	8,980.55	9,419.66
		1,796.48	1,884.01	1,975.93	2,072.43	2,173.77
		44.91188	47.10029	49.39813	51.81086	54.34422
5110	WR LABORATORY	89,300.98	93,647.10	98,210.53	103,002.12	108,033.30
	TECHNICIAN	7,441.75	7,803.93	8,184.21	8,583.51	9,002.78
		1,717.33	1,800.91	1,888.66	1,980.81	2,077.56
		42.93316	45.02264	47.21660	49.52025	51.93909

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5120	WR MECHANIC I	83,506.88	87,602.74	91,903.39	96,419.08	101,160.55
		6,958.91	7,300.23	7,658.62	8,034.92	8,430.05
		1,605.90	1,684.67	1,767.37	1,854.21	1,945.40
		40.14754	42.11670	44.18432	46.35533	48.63488
5121	WR MECHANIC II	94,081.30	98,705.88	103,561.69	108,660.29	114,013.82
		7,840.11	8,225.49	8,630.14	9,055.02	9,501.15
		1,809.26	1,898.19	1,991.57	2,089.62	2,192.57
		45.23139	47.45475	49.78927	52.24052	54.81434
5131	WR OPERATOR - GRADE I	84,329.71	88,388.00	92,649.24	97,123.51	101,821.50
		7,027.48	7,365.67	7,720.77	8,093.63	8,485.13
		1,621.73	1,699.77	1,781.72	1,867.76	1,958.11
		40.54313	42.49423	44.54290	46.69400	48.95264
5132	WR OPERATOR - GRADE II	88,377.12	92,637.79	97,111.51	101,808.90	106,741.17
		7,364.76	7,719.82	8,092.63	8,484.08	8,895.10
		1,699.56	1,781.50	1,867.53	1,957.86	2,052.71
		42.48900	44.53740	46.68823	48.94659	51.31787
5133	WR OPERATOR - GRADE III	95,313.48	99,920.98	104,758.85	109,838.61	115,172.36
		7,942.79	8,326.75	8,729.90	9,153.22	9,597.70
		1,832.95	1,921.56	2,014.59	2,112.28	2,214.85
		45.82379	48.03893	50.36483	52.80702	55.37133
5130	WR OPERATOR - TRAINEE	71,397.02	74,808.69	78,390.95	82,152.33	86,101.77
		5,949.75	6,234.06	6,532.58	6,846.03	7,175.15
		1,373.02	1,438.63	1,507.52	1,579.85	1,655.80
		34.32549	35.96572	37.68796	39.49631	41.39508
5134	WR SENIOR OPERATOR	99,935.20	104,773.79	109,854.29	115,188.83	120,790.10
		8,327.93	8,731.15	9,154.52	9,599.07	10,065.84
		1,921.83	2,014.88	2,112.58	2,215.17	2,322.89
		48.04577	50.37201	52.81456	55.37925	58.07216
5141	WR SOURCE CONTROL INSPECTOR	93,784.92	98,355.24	103,154.07	108,192.83	113,483.55
		7,815.41	8,196.27	8,596.17	9,016.07	9,456.96
		1,803.56	1,891.45	1,983.73	2,080.63	2,182.38
		45.08890	47.28617	49.59330	52.01578	54.55940
5140	WR SOURCE CONTROL TECHNICIAN	88,348.71	92,607.98	97,080.20	101,776.02	106,706.64
		7,362.39	7,717.33	8,090.02	8,481.34	8,892.22
		1,699.01	1,780.92	1,866.93	1,957.23	2,052.05
		42.47534	44.52307	46.67317	48.93078	51.30127
5135	WR SUPERVISING OPERATOR	109,605.26	114,927.33	120,515.52	126,383.12	132,544.09
		9,133.77	9,577.28	10,042.96	10,531.93	11,045.34
		2,107.79	2,210.14	2,317.61	2,430.44	2,548.92
		52.69484	55.25352	57.94015	60.76112	63.72312
4330	YOUTH SERVICES CASE COORDINATOR	87,919.94	92,157.75	96,607.48	101,279.67	106,185.48
		7,326.66	7,679.81	8,050.62	8,439.97	8,848.79
		1,690.77	1,772.26	1,857.84	1,947.69	2,042.03
		42.26920	44.30661	46.44590	48.69215	51.05071

*New Class added February 10, 2025

CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/06/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	115,358.76	121,126.70	127,183.04	133,542.19	140,219.30
		9,613.23	10,093.89	10,598.59	11,128.52	11,684.94
		2218.44	2329.36	2445.83	2568.12	2696.53
		55.46094	58.23399	61.14569	64.20298	67.41313
3100	POLICE SERGEANT	143,541.70	150,718.78	158,254.72	166,167.46	174,475.83
		11,961.81	12,559.90	13,187.89	13,847.29	14,539.65
		2760.42	2898.44	3043.36	3195.53	3355.30
		69.01043	72.46095	76.08400	79.88820	83.88261
3120	POLICE TRAINEE (Non-Sworn)	40.40550	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,900 - $18,060/month

Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		$14,447.70	-	$18,059.62
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		$13,440.01	-	$16,800.01
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance and Golf Operations Manager			
2145	Planning Manager			
2220	Water Resources Division Manager			
		$12,776.71	-	$15,970.89
2005	Airport Manager			
2095	Housing & Human Services Manager			
		$12,643.58	-	$15,804.48
2200	Senior Transportation Engineer			
		$12,132.52	-	$15,165.65
2140	Permit Center Manager			
		$12,108.13	-	$15,135.16
2190	Senior Civil Engineer			
		$11,963.50	-	$14,954.37
2070	IT Operations Manager			
2115	Information Technology Manager			
		$11,615.05	-	$14,518.81
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2165	Police Support Services Manager			
2170	Principal Planner			
2231	Water Resources Technical Programs Manager P.E.**			
2240	Youth and Family Services Manager - Clinical			
		$10,966.23	-	$13,707.79
2035	Assistant Finance Manager			
2040	Assistant Library Director			
2085	Economic Development Manager			
2120	Inspection & Neighborhood Preservation Manager			
2225	Water Resources Operations Manager			
2230	Water Resources Technical Programs Manager			
2245	Youth and Family Services Manager - Programs			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,900 - $18,060/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		$10,424.41	-	$13,030.51
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2175	Public Works Manager			
2210	Network Engineer*			
2215	Water Distribution Operations Manager			
		$10,313.76	-	$12,892.20
2065	Construction Inspection Manager			
		$10,266.69	-	$12,833.36
2150	Police Business Services Manager			
2155	Police Facility & Equipment Manager			
		$9,742.94	-	$12,178.68
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
2180	Public Works Supervisor			
		$7,923.28	-	$9,904.10
2080	Deputy City Clerk			
2130	Management Analyst I			
2205	Supervising Librarian			
2235	Water Resources Communications Representative			

*Position Retitled from Systems Administrator

**Position Added - WR Technicial Programs Manager PE effective December 9, 2024

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,920 - $19,500/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
2405	Assistant Administrative Services Director (Conf)*	$14,447.70	-	$18,059.62
2440	Assistant City Attorney, Senior (Confidential)	$15,576.62	-	$19,470.78
2442	Assistant City Attorney (Confidential)*	$14,447.70	-	$18,059.62
2400	Assistant to the City Manager (Confidential)	$12,776.71	-	$15,970.89
2444	Deputy City Attorney (Confidential)*	$10,266.69	-	$12,833.36
2420	Human Resources Manager (Confidential)	$13,440.01	-	$16,800.01
2450	Human Resources Analyst, Senior (Conf)	$10,424.41	-	$13,030.51
2411	Human Resources Analyst II (Confidential)	$9,742.94	-	$12,178.68
2410	Human Resources Analyst I (Confidential)	$7,923.28	-	$9,904.10
2460	Management Analyst, Senior (Confidential)	$10,424.41	-	$13,030.51
2431	Management Analyst II (Confidential)	$9,742.94	-	$12,178.68
2430	Management Analyst I (Confidential)	$7,923.28	-	$9,904.10
2465	Risk Manager (Confidential)	$11,767.27	-	$14,709.09

*Moved to Management Confidential effective October 7, 2024

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$14,860 - $23,050/month
Effective July 1, 2024

Class Code	Classification	Salary Range		
3000	Police Captain	$18,433.26	-	$23,041.57
3010	Police Lieutenant	$14,863.78	-	$18,579.73

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,240 - $10,940/month
Effective July 1, 2024

Class Code	Classifications	Monthly Salary Range		
2600	Administrative Receptionist	$5,248.02	-	$6,560.02
2610	Administrative Specialist I	$6,074.42	-	$7,593.03
2611	Administrative Specialist II	$6,831.78	-	$8,539.72
2620	Executive Assistant	$8,745.71	-	$10,932.14
2630	Human Resources Clerk I	$6,074.42	-	$7,593.03
2631	Human Resources Clerk II	$6,682.54	-	$8,353.18
2640	Human Resources Technician	$7,332.50	-	$9,165.63
2650	Law Office Supervisor	$8,745.71	-	$10,932.14
2660	Legal Assistant	$7,262.82	-	$9,078.52

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$16,846 - $26,052/month
Effective November 18, 2024

Class Code	Classification	Monthly Salary Range		
1215	Administrative Services Director	$16,846.32	-	$21,057.90
1200	Assistant City Manager	$18,172.50	-	$22,715.62
1220	Community Development Director	$16,846.32	-	$21,057.90
1205	Deputy City Manager	$14,447.69	-	$18,059.62
1210	Deputy City Manager/City Clerk	$14,447.69	-	$18,059.62
1225	Innovation & Economic Development Dir	$16,846.32	-	$21,057.90
1230	Library Services Director	$16,846.32	-	$21,057.90
1235	Police Chief*	$20,841.11	-	$26,051.39
1240	Public Works Director	$16,846.32	-	$21,057.90

*2.5% Salary Adjustment effective 07/01/2024

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
1000	City Manager	$370,656	11/18/2024
1100	City Attorney	$315,269	11/18/2024

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$16.50 - $30.00	12/30/24
8205	Field/Maintenance Aide	$16.50 - $30.00	12/30/24
8210	Law Clerk	$16.50 - $26.00	12/30/24
8230	Temporary Librarian	$22.00 - $32.00	01/01/24
8235	Temporary Library Assistant	$20.00 - $30.00	01/01/24
8240	Temporary Library Clerk	$18.00 - $28.00	01/01/24
8215	Library Aide	$16.50 - $20.00	12/30/24
8220	Police Cadet	$16.50 - $26.00	12/30/24
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

LIVERMORE
CALIFORNIA

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

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Paul Spence, Assistant City Manager

SUBJECT: Resolution authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement with Ava Community Energy and determining that the agreement is in the City's best interest.

RECOMMENDED ACTION

Staff recommends the City Council adopt two resolutions:

1. Determining the project is exempt from the California Environmental Quality Act (CEQA) because it is consistent with California Public Resources Code section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot, meeting certain characteristics, are exempt from CEQA.
2. Authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement between the City and Ava Community Energy in substantially the same form as the draft agreement, subject to the City Attorney's approvals as to form, pursuant to the California Government Code (sections 4217.10 through 4217.18), and determining pursuant to California Government Code section 4217.12 that the agreement is in the City's best interest because the anticipated energy costs will be less than the marginal cost the City would otherwise pay for the consumed energy, which savings will also offset any potential revenue from Ava to place its equipment on City facilities.

SUMMARY

If approved, the City Manager will be authorized to sign a 25-year Renewable Energy & Storage Power Purchase Agreement (PPA) with Ava to install solar and storage systems at five City facilities. Under the PPA, a third-party developer would own, operate, and maintain the solar generation and storage equipment. The City would pay Ava on a per kilowatt-hour (kWh) basis for solar power generated and a per kilowatt (kW) payment for storage capacity, as defined in the PPA contract.

Ava collaborated with the cities of Berkeley, Fremont, Hayward, Oakland, San Leandro, and Livermore to identify a portfolio of cost-effective solar and storage projects for municipal facilities. City of Livermore facilities in the portfolio include City Hall, Civic Center Meeting Hall, Maintenance Service Center, Water

Reclamation Plant, and Police Department.

This project will enhance community energy resilience consistent with the City's climate action and emergency operations goals. Additionally, the technical expertise, streamlined procurement process, and operation and maintenance provided by this program reduces costs and risk for the City.

DISCUSSION

Background

Ava Community Energy formed in 2016 as a Joint Powers Authority (JPA) to provide cleaner electricity to customers in Alameda County. Livermore was a founding member jurisdiction of the authority and started receiving electricity from Ava in 2018. Ava implements a Local Development Business Plan (LDBP) that includes several strategies to direct investments throughout Alameda County to expand renewable energy generation, create local jobs, and help member cities reduce greenhouse gas (GHG) emissions. Ava launched the Critical Municipal Facility Resilience Program (program) as part of its LDBP implementation efforts.

The program is designed to address barriers to implementing solar and battery storage projects by providing technical expertise, facilitating procurement, and minimizing operations and maintenance. As opposed to a traditional Power Purchase Agreement (PPA) where a jurisdiction conducts its own procurement and holds a contract directly with the PPA provider, Ava represents multiple jurisdictions and a large portfolio to streamline the procurement process and reduce risk and costs for each jurisdiction. The PPA provider pays for the installation, operations, and maintenance of the solar and battery storage systems, while the jurisdiction pays an agreed upon price per kilowatt-hour (kWh) for power generated and price per kilowatt (kW) of storage capacity.

Solar photovoltaic systems provide clean, renewable electricity to buildings. The battery storage systems store excess energy that the solar panels produce during the day for use at night or when demands are greatest. This can reduce time-of-use charges during peak pricing periods and allow buildings to fully utilize the solar power they produce. Additionally, the systems provide resilience benefits by allowing facilities to continue operating during a power outage using electricity generated and stored onsite, reducing dependence on the electrical grid and diesel generators with limited run-time.

On September 27, 2022, City Council adopted Resolution 2022-162, authorizing the City Manager to pursue deployment of solar and battery systems at critical municipal facilities in partnership with Ava. Upon passage of the City's resolution, an independent engineer conducted upfront assessments of municipal facilities to identify potential roof, structural, or electrical capacity upgrades that might be required to install solar and storage systems. Based on the assessments, Livermore facilities selected for the portfolio include City Hall, Civic Center Meeting Hall, Maintenance Service Center, Police Department, and Water Reclamation Plant. Ava's overall portfolio also includes sites from the cities of Berkeley, Fremont, Hayward, Oakland, and San Leandro.

Ava issued a Request for Offers (RFO) on July 31, 2023, to identify a PPA provider and installation team. Ava received two bids in response to the RFO and selected Green Bridge as the project owner and contractual counterparty in partnership with Gridscape as the solar developer. Green Bridge is a commercial-scale renewable energy investing and development firm. Gridscape is a local developer, located in Fremont, that has experience developing solar and storage microgrids for public agencies

including for the City of Fremont. Together Green Bridge and Gridscape will finance, install, own, operate and maintain the solar and storage systems.

The solar and storage systems will be designed and operated to achieve the following benefits:

1. Provide resiliency back-up power for critical loads in the event of grid outages.

2. Reduce City energy bills through Time-of-Use (TOU) energy and demand charge reductions.

3. Reduce reliance on existing diesel-powered generators, minimizing CO2 equivalent emissions, as well as particulate matter emissions.

4. Manage battery discharge during key Time of Use periods to reduce Ava wholesale energy procurement requirements (i.e., Resource Adequacy capacity requirements).

California's Net Energy Metering Policy

California's Net Energy Metering (NEM) law allows solar panel owners to receive credits on their utility bills for excess electricity they generate and send back to the grid. This policy helps offset the cost of electricity that solar customers draw from the grid when the panels aren't producing enough power, such as during nighttime or cloudy days.

The most recent changes to California's NEM policy, known as NEM 3.0, went into effect on April 14, 2023. NEM 3.0 significantly reduced the compensation rates for excess solar energy exported to the grid, reduced flexibility for managing energy costs, and increased costs for solar customers.

Ava and City staff worked to grandfather the five Livermore sites in this portfolio under the previous NEM policy (NEM 2.0). Staying under NEM 2.0 will lead to greater financial benefits and flexibility as a solar energy user. In order to maintain grandfathered status, the City's solar and storage systems must be operational by April 2026.

Power Purchase Agreement

The proposed PPA is included in Attachment 3. With a PPA model, a PPA provider pays for the installation, operations, and maintenance of the solar and storage systems, and the City pays a price per kWh for power generated and a price per kW of storage capacity. Under this structure, the City will sign the PPA contract directly with Ava, which will contract with its selected PPA vendor, Green Bridge, as the financing partner and asset owner. Green Bridge will contract with Gridscape as the developer to install, own, operate and maintain these solar and storage installations. The City’s PPA contract conditions with Ava will apply to Green Bridge/Gridscape, and any other subcontractors.

The PPA offer for the City of Livermore comprises a five-site portfolio that will provide approximately 2,823 kW of solar capacity and 690 kW of storage to the City over a 25-year term (Table 1). Each site will include either rooftop solar, solar carports, or a combination of both. All sites include battery storage, with the exception of the Water Reclamation Plant. Key Terms of the PPA include:

- No upfront capital costs to the City.

- The City will make monthly payments to Ava of $0.204/kWh of solar generation and $10/kW of storage.

- The City's total payments over the 25-year contract, in combination with regular electricity and natural gas bills, will be less than they would be without the project.

- Electrical upgrades and improvements will be made by Gridscape and the cost will be included in the City's monthly payments to Ava.

- If the equipment delivers less 85% of the expected annual power output from the system, Ava will make cash payments to the City to offset the City's costs in procuring needed power. This provision provides additional incentive to Ava and in turn Green Bridge/Gridscape to maintain the systems in good working order.

- Gridscape will ensure that all contractors, subcontractors, and employees hired or contracted by Gridscape to perform work on the projects will be paid prevailing wages.

Table 1. PPA Site Portfolio

No.	**Site**	**Type**	**Solar Capacity (kW DC)**	**Storage Inverter Power (kW)**
1	Water Reclamation Plant	Carport (installed over dirt basin)	2,475	0
2	Civic Center Meeting Hall	Rooftop, Carport (approx. 4 parking spaces)	57	60
3	Maintenance Service Center	Rooftop	66	90
4	City Hall	Carport (approx. 36 parking spaces)	150	180
5	Police Station	Carport (approx. 20 parking spaces)	75	360
		Total	2,823	690

This agreement sets the maximum price the City will pay for energy and battery storage along with annual escalators. Ava is still negotiating final prices for construction materials and related items and expects the maximum price to come down once negotiations are complete. If approved by the City Council, the City Manager will be authorized to take all necessary actions to carry out the purpose and intent of the attached resolution, including approving amendments that are in substantial conformance to the proposed agreement or that improve the final rates paid by the City for solar generation and battery storage.

Single Source Procurement

The proposed PPA with Ava, described above, is a single source procurement. Staff recommends that the City utilize California Government Code Section 4217.10, which allows for the expedited procurement of energy conservation projects by municipal agencies as long as the energy project is determined to provide financial savings over the operating lifetime.

Specifically, Code Section 4217.10 et seq. authorizes public agencies to enter into an energy service contract without competitive bidding, provided that there is a two-week public notice before the authorization of the procurement and the cost of the conservation services provided by an energy conservation facility will be less than the anticipated marginal cost of energy that would have been consumed in the absence of the project.

Under this PPA offer, the anticipated cost to the City for the energy provided by the solar and storage facilities under the Ava PPA will be less than the anticipated marginal cost to the public agency of the energy that would have been consumed by the public agency in the absence of those purchases and that the difference, if any, between the fair rental value for the real property and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.

Project Benefits

This project will reduce the City's energy costs over the lifetime of the contract and support a transition to clean, local power by installing solar and battery storage at key critical municipal facilities. The project will reduce energy bills by managing battery discharge to off-set Time-of-Use (TOU) energy and demand charges, particularly during peak pricing hours. The estimated 25-year savings for the combined five Livermore sites is projected to be over $2.1M.

In addition to costs savings, the project improves resilience at municipal facilities by allowing them to operate emergency loads using solar and storage technologies during a potential grid outage. For facilities that also have generators, the solar and storage system will operate in parallel with the generators to either support full back-up power or partial back-up via the emergency panel(s) supporting critical loads. In instances where the facility load can be supported by solar and storage systems alone, a microgrid controller will be included to allow for the optimization of the solar and storage generation, reducing overall CO2 emissions.

The technical expertise, streamlined procurement process, and operation and maintenance contracts provided by this program will reduce costs and risk for the City. Installing solar and battery storage projects at critical municipal facilities is consistent with the City’s goals to provide well-maintained infrastructure, amenities, and facilities; create a resilient, safe, connected, and prepared city; and be a leader in addressing climate change and protecting the environment.

CEQA DETERMINATION

This project is statutorily exempt from further environmental review under the California Environmental Quality Act because it is consistent with California Public Resources Code section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot, meeting certain characteristics, are exempt from CEQA.

FISCAL AND ADMINISTRATIVE IMPACTS

If authorized, the City Manager may sign a 25-year Power Purchase Agreement (PPA) with Ava Community Energy for the installation of solar and storage systems at five facilities. Under this agreement, Green Bridge will own, operate, and maintain the generating equipment, while the City would agree to host the systems and purchase the energy output for 25 years. The PPA covers the cost of the

equipment as well as operations, maintenance, and repair and replacement as needed over the life of the contract. Any upgrades needed to accommodate the solar and storage equipment, such as carports, are also included in the cost of the PPA. The estimated 25-year savings for the combined five Livermore sites is projected to be over $2.1 million. The City's actual savings may increase as Ava continues to negotiate and work with the developer on the City's behalf on final pricing for construction materials and related items and works to finalize construction designs.

COMMUNITY PILLAR

5: Environmental Stewardship

GOAL

4: Climate Action Implementation

ATTACHMENTS

1. Resolution - Ava PPA CEQA
2. Resolution - Ava PPA Approval
3. Exhibit A - Draft Renewable Energy & Storage Power Purchase Agreement

Prepared by: Tricia Pontau
Sustainability Program Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DETERMINING THAT THE RENEWABLE ENERGY & STORAGE POWER PURCHASE AGREEMENT WITH AVA COMMUNITY ENERGY TO INSTALL, OPERATE, AND MAINTAIN SOLAR AND BATTERY STORAGE SYSTEMS AT CRITICAL MUNICIPAL FACILITIES IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVORNMENTAL QUALITY ACT

The City of Livermore initiated a Renewable Energy & Storage Power Purchase Agreement (Agreement) with Ava Community Energy. Under the Agreement, Ava's developer will pay to install, operate, and maintain solar and battery storage systems at critical municipal facilities. The City will pay a price per kilowatt-hour (kWh) for power generated and price per kilowatt (kW) of storage capacity.

On February 10, 2025, the City Council held a duly noticed public hearing to consider the Agreement and staff recommendations, all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED that the City Council of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, finds that the Agreement is statutorily exempt under the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot, meeting certain characteristics, are exempt from CEQA.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason Alcala
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A RENEWABLE ENERGY & STORAGE POWER PURCHASE AGREEMENT WITH AVA COMMUNITY ENERGY TO INSTALL, OPERATE, AND MAINTAIN SOLAR AND BATTERY STORAGE SYSTEMS AT CRITICAL MUNICIPAL FACILITIES

Ava Community Energy (Ava) formed in 2016 as a Joint Powers Authority (JPA) to provide cleaner electricity to customers in Alameda County. Livermore was a founding jurisdiction of the authority and started receiving electricity from Ava in 2018. Ava implements a Local Development Business Plan (LDBP) that includes several strategies to direct investments throughout Alameda County to expand renewable energy generation, create local jobs, and help member cities reduce greenhouse gas (GHG) emissions.

Ava launched the Critical Municipal Facility Resilience Program (program) as part of its LDBP implementation efforts. Under this program, Ava addresses barriers to implementing solar and battery storage projects by providing technical expertise, facilitating procurement, and minimizing operations and maintenance for local jurisdictions.

On September 27, 2022, City Council adopted Resolution 2022-162, authorizing the City Manager to pursue deployment of solar and battery systems at critical municipal facilities in partnership with Ava.

Upon passage of the City's resolution, an independent engineer conducted upfront assessments of municipal facilities to identify potential roof, structural, or electrical capacity upgrades that might be required to install solar and storage systems. Based on the assessments, Livermore facilities selected for the portfolio include City Hall, Civic Center Meeting Hall, Maintenance Service Center, Police Department, and Water Reclamation Plant. The overall portfolio also includes sites from the cities of Berkeley, Fremont, Hayward, Oakland, and San Leandro.

Ava issued a Request for Offers (RFO) on July 31, 2023, to identify a Power Purchase Agreement (Agreement) provider and installation team. Ava selected Green Bridge as the project owner and contractual counterparty in partnership with Gridscape as the solar and storage developer.

As outlined in the Agreement, Green Bridge and Gridscape will pay for the installation, operations, and maintenance of the solar and battery storage systems. The City of Livermore will pay a price per kilowatt-hour (kWh) for power generated and price per kilowatt (kW) of storage capacity.

California Government Code Section 4217.10 allows for the expedited procurement of energy conservation projects by municipal agencies as long as the energy project is determined to provide financial savings over the operating lifetime. Under this Agreement, the anticipated cost to the City for the energy provided by the solar and storage facilities under the Agreement will be less than the anticipated marginal cost to the public agency of the energy that would have been consumed by the public agency in the absence of those purchases and that the difference, if any, between the fair rental value for the real property and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.

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

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

BE IT FURTHER RESOLVED by the City Council of the City of Livermore as follows:

1. Pursuant to California Government Code section 4217.12, the City Council determines that the agreement is in the City's best interest based upon its findings after considering the information provided in the staff report and the administrative record before it that the anticipated marginal cost to the City for electrical energy and battery resiliency of this project will be less than the anticipated marginal cost to the City for electrical energy that would have been consumed by the City in the absence of those purchases.

2. The City Council further finds the agreement will reduce the City's energy costs over the lifetime of the contract and support a transition to clean, local power by installing solar and battery storage at key critical municipal facilities. This effort is consistent with the City's goals to provide well-maintained infrastructure, amenities, and facilities; create a resilient, safe, connected, and prepared city; and be a leader in addressing climate change and protecting the environment.

3. The City Council hereby authorizes the City Manager to execute a Power Purchase Agreement with Ava Community Energy in substantially the same form as the agreement attached hereto as Exhibit A, subject to the City

Attorney's approval as to form, to install, operate, and maintain solar and battery storage systems at critical municipal facilities.

4. The City Manager is further authorized to take all necessary actions to carry out the purpose and intent of this resolution, including approving amendments that are in substantial conformance to the proposed Agreement or that improve the final rates paid by the City for solar generation and battery storage.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – *Draft* Renewable Energy & Storage Power Purchase Agreement

AVA COMMUNITY ENERGY – CITY OF LIVERMORE

RENEWABLE ENERGY & STORAGE POWER PURCHASE AGREEMENT

(CRITICAL MUNICIPAL FACILITIES)

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RENEWABLE ENERGY & STORAGE POWER PURCHASE AGREEMENT

This Renewable Energy & Storage Power Purchase Agreement (this "**Agreement**") is entered into as of [____], 2025 (the "**Effective Date**") between the City of Livermore, a municipal corporation ("**City**") and Ava Community Energy, a California joint powers authority ("**Ava**"). City and Ava are sometimes referred to herein individually as a "**Party**" and jointly as the "**Parties**".

RECITALS

WHEREAS, City wishes to engage Ava, whether directly or indirectly through one or more subcontractors, to develop, construct, operate, and maintain multiple photovoltaic solar Projects (each, a "**Generating Project**", and collectively, the "**Generating Projects**") and battery energy storage Projects (each, a "**Storage Project**", and collectively, the "**Storage Projects**") on a portfolio of Project Sites owned by City, as more particularly described in one or more addenda to be attached hereto and incorporated herein (each, a "**Project Site Addendum**" or "**PSA**");

WHEREAS, Ava desires to sell, and City desires to purchase, the Product on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1
DEFINITIONS

Section 1.1 ***Contract Definitions***. All capitalized terms used in this Agreement shall have the meanings ascribed to them in **Schedule I** to this Agreement.

ARTICLE 2
SCOPE OF TRANSACTION; PROJECT SITE ADDENDA

Section 2.1 ***Scope of Transaction***. This Agreement governs the relationship between City and Ava, as detailed under this Section 2.1. At Ava's discretion, any obligation of Ava under this Agreement may be performed by Ava's affiliates, agents, representatives, contractors, and/or subcontractors acting on Ava's behalf; provided, that Ava shall remain solely responsible for any work performed thereby. City and Ava acknowledge and agree that Ava has entered into that certain Power Purchase & Service Agreement, dated as of [___], 2025 with Developer (the "**Developer Agreement**") pursuant to which Ava has engaged Developer to develop, construct, own, operate, and maintain the Projects hereunder on substantially similar terms to those contained herein. Ava shall serve as the intermediary under this Agreement and the Developer Agreement, whereby the City shall be the buyer and recipient of the Product, and the Developer shall perform all obligations set forth in the Developer Agreement. Subject to the terms and conditions of this Agreement and each PSA, during the Term, Ava shall supply and deliver to City all of the Product it receives from the Developer that was produced by or associated with each Project, and City shall purchase all such Product at the Contract Price.

Section 2.2 ***Delivery of Project Energy***. Subject to the provisions of this Agreement, with respect to each Generating Project, for the duration of the applicable Delivery Period, Ava shall supply and deliver the Product to the City at the Delivery Point, and City shall accept delivery of the Product at the Delivery Point in accordance with the terms of this Agreement. Ava shall be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Project Energy to the Delivery Point. Title to and risk of loss related to the Project Energy shall pass and transfer from Ava to City at the Delivery Point. City has no obligation to purchase from Ava any Project Energy that is not or cannot be delivered to the Delivery Point as a result of a Planned Outage, Forced Outage or a Force Majeure Event.

Section 2.3 ***Project Site Addenda***. On the Effective Date, the Parties shall populate and attach hereto a PSA substantially in the form attached hereto as **Exhibit II** for each Project Site hereunder, and each PSA shall become part of and is hereby incorporated into this Agreement. The terms of each such PSA shall, in addition to the terms of this Agreement, govern the obligations of each Party with respect to the Projects thereunder. Any reference to this Agreement shall be a reference to this Agreement together with all duly executed PSAs. In the event of a conflict or inconsistency between the provisions of this Agreement and any PSA, the provisions of the PSA shall control. Each PSA may be amended at any time upon mutual agreement of the Parties confirmed in writing. The Parties agree that any PSA amended in accordance with the foregoing sentence shall supersede any prior PSA to the extent provided in such amendment and shall be effective from the date stated in the amended PSA.

ARTICLE 3
TERM AND TERMINATION

Section 3.1 ***Effective Date; Term***. This Agreement is effective as of the Effective Date, and shall end upon the expiration of all Project Terms for each Project contemplated hereunder ("**Term**"). With respect to each Project, the Product supply period ("**Delivery Period**") commences on the Commercial Operation Date of the Project and ends on the twenty-fifth (25th) anniversary of such Commercial Operation Date (the "**Initial Term**"), unless terminated earlier pursuant to the provisions of this Agreement. Thereafter, the term of this Agreement may be extended as it applies to such Project, upon mutual written consent of the Parties, for successive five (5) year periods (each such period, a "**Renewal Term**", and together with the Initial Term, the "**Project Term**"), up to a maximum Project Term of fifty (50) years. Between ninety (90) and one hundred eighty (180) days prior to the end of the Initial Term or any Renewal Term, City shall provide written notice to Ava as to its desire to continue for any subsequent Renewal Term, upon which the Parties shall negotiate in good faith for sixty (60) days the revised terms, if any, applicable to such Renewal Term. After such sixty (60) day period, if the Parties have not mutually agreed upon the terms and conditions applicable to such Renewal Term, then the applicable Project Term will expire at the end of the then-current Initial Term or Renewal Term, as applicable.

Section 3.2 ***Early Termination of Projects***

(a) Early Termination Events. With respect to each Project, prior to Construction Start, the applicable Party specified below shall have the right to withdraw the affected Project from this Agreement upon the occurrence of any of the following events (each, an

"**Early Termination Event**"), so long as the terminating Party provides reasonably sufficient evidence to the other Party demonstrating the occurrence of such event:

(i) Either Party may withdraw an affected Project under this Section 3.2(a) if (A) Developer or EPC Contractor encounters extraordinary subsurface conditions that were not reasonably anticipated by either Party as of the Effective Date, such as bedrock or water pipes, which have a material adverse impact on the development costs associated with such Project, and such costs cannot be adequately mitigated or eliminated by Developer using commercially reasonable efforts; (B) Developer or EPC Contractor discovers historical or cultural artifacts on the Project Site and as a result, Developer is unable to perform its obligations under the Developer Agreement in compliance with Applicable Law; or (C) Developer or EPC Contractor discovers Adverse Environmental Conditions on the Project Site and the terminating Party provides an opinion from an independent third-party consultant that such Adverse Environmental Conditions cannot be adequately mitigated or eliminated by Developer or EPC Contractor using commercially reasonable efforts.

(ii) Only Ava may withdraw an affected Project under this Section 3.2(a) if (A) the Local Electric Utility denies Developer's application for interconnection or easements necessary to enable the delivery of Project Energy to the Delivery Point, or the Project Site is otherwise disqualified by the Local Electric Utility due to acts or omissions of City, despite Developer's use of commercially reasonable efforts; (C) the AHJ rejects Developer's application for a Governmental Approval on non-administrative or prejudicial grounds, despite Developer's exercise of commercially reasonable efforts; (D) Developer discovers or has reasonable grounds to believe that title to the Project Site is unclear, defective or encumbered by adverse claims, restrictions or Liens, and can provide supporting documentation or evidence of such belief; or (E) any portion of the Project Site is damaged by fire, earthquake, flood or other casualty in a manner that has a material adverse effect on the installation or operation of the Project at the Project Site and such damage cannot be readily remedied.

(b) Procedures. Upon any such withdrawal of a Project due to an Early Termination Event, (1) the applicable PSA shall be deemed withdrawn from this Agreement, (2) neither Party shall have any liability to the other Party with respect to the withdrawn Project other than those that survive this Agreement, and (3) Ava shall have the right to (i) deliver to City a Relocation Request in accordance with Section 11.1, and/or (ii) adjust the Tranche A PPA Rate in accordance with Section 5.1(b). In the case of a claim by City that a Project meets the qualification for an Early Termination Event, Ava may in good faith challenge such a claim in its reasonable judgment. Any disagreement between the Parties regarding the applicability of an Early Termination Event asserted by City shall be subject to the dispute resolution provisions of Section 20.3.

ARTICLE 4
PROJECT DEVELOPMENT; MILESTONES

Section 4.1 ***Generally***. Ava shall, directly or indirectly through Developer, develop, design, engineer, construct, install, and commission each Project in a timely fashion and in accordance with the terms of this Agreement, Prudent Operating Practice, and Applicable Law.

Section 4.2 ***Development Progress Reports***. With respect to each Project, starting on the Effective Date until all Projects hereunder have achieved COD, Ava shall provide quarterly progress reports (a "**Progress Report**") to City which describe Ava's progress in achieving Construction Start and COD for each Project therein. Ava shall also provide City with any reasonably requested documentation (subject to confidentiality restrictions) directly related to the achievement of Construction Start or COD for any Project within twenty (20) Business Days of receipt of such request from City.

Section 4.3 ***Project Design Approval***. With respect to each Project, no later than seventy-five (75) days prior to the Estimated Construction Start Date, Ava shall deliver to City (i) a design & construction schedule, (ii) all drawings, plans, and specifications for the construction of the Project, and (iii) production estimation reports from Helioscope (or any comparable entity) (the "**Design Plan**"), which shall be subject to approval by City in its reasonable discretion. Within thirty (30) days following the date on which the Design Plan is received by City, City shall provide written notice to Ava either (a) accepting the Design Plan, or (b) rejecting the Design Plan, along with its commercially reasonable explanation for doing so, including, but not limited to, reference to (x) any operational issues at the applicable Project Site, or (y) substantial revisions to the original draft design plan upon which indicative pricing was based. If City rejects the Design Plan under clause (b) above, within thirty (30) days of receipt of City's rejection, Ava, directly or indirectly through Developer, shall modify the Design Plan to address City's objections (such modified plan, the "**Modified Design Plan**") and submit such Modified Design Plan to City for approval in its reasonable discretion. Within fifteen (15) days following the date on which the Modified Design Plan is received by City, City shall provide written notice to Ava indicating its acceptance or rejection of the Modified Design Plan. If City accepts the Modified Design Plan, such Modified Design Plan shall be deemed the applicable Design Plan for such Project. If City rejects the Modified Design Plan, the Parties shall resolve their differences in accordance with the dispute resolution procedures set forth in Section 20.3. Notwithstanding the foregoing, if Ava determines in its reasonable discretion that adherence to the Design Plan review periods and deadlines set forth in this Section 4.3 would render Ava's ability to perform its obligations under this Agreement impossible or infeasible for any Project due to any deadlines for a necessary Governmental Approval or Critical Milestones hereunder, the Parties shall mutually agree in writing to the minimum changes to the deadlines set forth in this Section 4.3 necessary to make this Agreement capable of being performed and administered in accordance with its terms, while attempting to maximize the period during which the Design Plan is capable of being reviewed by City.

(a) Adherence to Applicable Law. Notwithstanding anything to the contrary in this Agreement, the Parties recognize and acknowledge that the Design Plan and Modified Design Plan, if any, shall be subject to the requirements of all applicable permitting and approval processes by the applicable AHJ, and any Design Plan and/or Modified Design Plan may be modified at any time prior to COD as necessary to obtain any required Governmental Approvals.

Section 4.4 ***Construction Start***.

(a) Construction Start. With respect to each Project, "**Construction Start**" shall be deemed to have occurred once Ava and/or Developer has (i) engaged all major contractors and ordered all major equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of such Project may begin and proceed to completion

without foreseeable interruption of material duration, (ii) delivered to City a Design Plan which has been approved by City in its reasonable discretion in accordance with Section 4.3, and (iii) executed an EPC Contract and issued thereunder a notice to proceed that authorizes the applicable contractor to mobilize the Project Site and begin physical construction of the Project at the Project Site. The date of Construction Start will be evidenced by and subject to Ava's delivery to City of written notice indicating the occurrence of Construction Start, and the date stated in such notice shall be the "**Construction Start Date**".

Section 4.5 ***Obligation to Interconnect***. Ava shall, directly or indirectly through Developer, at its own cost and expense, negotiate and enter into an Interconnection Agreement and such other agreements with the Local Electric Utility as needed to enable the transmission of Project Energy to the Delivery Points. City shall not be responsible for any costs under the Interconnection Agreement or any other agreements between Ava or Developer and the Local Electric Utility, including but not limited to the costs of any upgrades to the Transmission System associated with the interconnection of the Project. In no event shall City be required to maintain the interconnection Projects including metering Projects or for the cost and expense associated therewith.

Section 4.6 ***Commercial Operation***.

(a) Commercial Operation Deadline. With respect to each Project, Ava shall cause the Commercial Operation Date to occur no later than ninety (90) days after the Construction Start Date ("**Commercial Operation Deadline**").

(b) Force Majeure Delay. If Ava's timely achievement of the Commercial Operation Date is impacted by a Force Majeure Event ("**Force Majeure Delay**"), Ava shall be entitled to extend the Commercial Operation Deadline on a day-for-day basis for the duration of such Force Majeure Delay up to no more than one hundred twenty (120) days ("**FM Delay Cure Period**"), so long as Ava provides to City written notice of a Force Majeure Event in accordance with the requirements set forth in Section 10.1 on or before the Commercial Operation Deadline. For the avoidance of doubt, no COD Delay Damages shall be owed during such FM Delay Cure Period.

(c) COD Delay Notice; COD Delay Cure Period. Ava shall provide City with advanced notice of any delay in achieving COD by the Commercial Operation Deadline ("**COD Delay Notice**") at least forty (40) days in advance of the Commercial Operation Deadline (or, if Ava's anticipation of such delay does not arise until after such advanced window, then as soon as reasonably practicable following such anticipation arising). If the Project has not achieved COD by the Commercial Operation Deadline (as extended by any FM Delay Cure Period thereto), then Ava may avoid an Ava Event of Default for the duration of the COD Delay Cure Period by passing through to the City the COD Delay Damages received from Developer pursuant to Section 5.6. Prior to the expiration of the COD Delay Cure Period, as long as Ava has provided the COD Delay Notice to City and passed through all COD Delay Damages received from Developer in accordance with this Section 4.6(c), Ava's failure to achieve COD by the Commercial Operation Deadline shall not be deemed an Ava Event of Default. Upon either (A) Ava's failure to timely pass through the COD Delay Damages, or (B) Ava's failure to achieve COD on or prior to the expiration of the COD Delay Cure Period, in each case for any reason other than a Force Majeure Delay or City's

fault or negligence, Ava shall be deemed a Defaulting Party pursuant to Section 13.1(a) and City shall have the right to declare an Ava Event of Default and terminate the applicable Project.

(i) *Acknowledgement of Liquidated Damages*. Each Party agrees that (1) the damages that City would incur due to Ava's delay in achieving COD by the Commercial Operation Deadline would be difficult or impossible to predict with certainty, and (2) the prorated COD Delay Damages passed through pursuant to Section 5.6 are an appropriate approximation of such damages.

(d) COD Confirmation; Commissioning Tests. With respect to each Project, Ava shall (i) take all actions and obtain all approvals necessary to meet the obligations of this Agreement, to develop the Project, and to deliver the Product to City pursuant to the terms of this Agreement, and (ii) use commercially reasonable efforts to cause Developer to comply with all applicable CAISO and Local Electric Utility requirements for pre-operational testing. No later than three (3) Business Days prior to conducting a pre-operational test in connection with Commercial Operation of the Project (a "**Commissioning Test**"), Ava shall notify City of the date on which it intends to retain a Licensed Professional Engineer to conduct such Commissioning Tests. City shall have the right to be present during any such Commissioning Test, and to receive copies of an Installed Capacity Certificate issued by the Licensed Professional Engineer thereafter. Ava may change the date for such Commissioning Tests upon three (3) days' advanced written notice of the Commissioning Test. On or promptly following the Commercial Operation Date (but in no event later than ten (10) Business Days thereafter), Ava shall provide notice to City confirming the occurrence of the Commercial Operation Date.

ARTICLE 5
INVOICING AND PAYMENT

Section 5.1 ***Billing and Payment Terms.***

(a) Calculation of Monthly Payment. On a monthly basis during the Delivery Period, City shall pay Ava a Monthly Payment for all Product delivered hereunder, which shall be calculated in accordance with the following:

(i) With respect to each Project, the "**PV Payment**" shall be determined as follows: multiply (i) all PV Energy delivered to City at the Delivery Point during the applicable Contract Month, by (ii) $0.204 (the "**Tranche A PPA Rate**"). The "**Storage Payment**" shall be calculated by multiplying (i) $10.00 per kW (the "**Storage Rate**") by (ii) the Storage Inverter Power for such Project. Notwithstanding the foregoing, the Parties acknowledge and agree that (1) the Tranche A PPA Rate and the Storage Rate set forth in this Section 5.1(a)(i) shall be subject to an annual escalation of three and one-half percent (3.50%) (the "**Annual Escalator**"), and (2) other than with respect to such Annual Escalator, such Tranche A PPA Rate is to remain fixed for the duration of the Term, except as otherwise set forth in Section 5.1(b).

(ii) The sum of the PV Payment and the Storage Payment shall constitute the "**Project Monthly Payment**", and the sum of all Project Monthly Payments for all Projects hereunder shall constitute the "**Monthly Payment**".

(b) Adjustments to Tranche A PPA Rate. With respect to the Tranche A PPA Rate, in the event that any Project is terminated or withdrawn from this Agreement due to an Early Termination Event, a City Event of Default, or a Lawful Permitting Denial Event occurring prior to COD for such Project, then Ava may revise the Tranche A PPA Rate, the amount of which shall be at its sole discretion so long as such revised Tranche A PPA Rate provides the City Portfolio with estimated Optimization Savings that result in cost neutrality. Upon Ava's delivery of written notice to City of such revised Tranche A PPA Rate in accordance with the foregoing, such revised Tranche A PPA Rate shall take effect under this Agreement, and neither Party shall have any liability to the other with respect to the withdrawn Project(s) other than those that survive this Agreement. Any adjustment to the Tranche A PPA Rate made in accordance with this Section 5.1(b) shall be reflected in an amendment executed by both Parties in accordance with Section 20.18.

Section 5.2 ***Monthly Invoices***. Ava shall invoice City on a monthly basis, the delivery of which shall be no later than forty-five (45) days following the end of the applicable monthly billing period. Failure to send such invoice within ninety (90) days following the end of the applicable monthly billing period shall relieve the City of any liability for payment of the Product for such month. Such monthly invoices shall provide the following information (collectively, the "**Invoice Information**"): (i) the records of data from the Meter indicating all PV Energy and Discharging Energy, as applicable; (ii) the Monthly Payment owed; and (iii) any Optimization Savings accrued during the month, if any; provided, that if Ava has not received the Invoice Information from Developer within forty-five (45) days following the end of the applicable monthly billing period, Ava may deliver an invoice to City based on historical trends, the amount owed under any such invoice shall be adjusted upon Ava's receipt of the Invoice Information from Developer.

Section 5.3 ***Payment Terms***. Subject to Section 5.5, all amounts due under this Agreement are due and payable net thirty (30) days following receipt of an invoice. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date shall be considered late and will bear interest on the unpaid balance. Any undisputed portion of the invoice amount not paid within such thirty (30)-day period shall accrue interest at the lesser of (x) an annual rate of five percent (5%) or (y) the maximum rate permitted under Applicable Law (the "**Interest Rate**"). All payments shall be made in U.S. dollars.

Section 5.4 ***Payment Adjustments; Billing Errors***. Payment adjustments shall be made if (i) City or Ava discovers any good faith inaccuracies or errors in the Invoice Information that are not otherwise disputed under Section 5.5, or (ii) an adjustment to an amount previously invoiced or paid is otherwise required due to a correction of data. If the required adjustment is in favor of City, City's next Monthly Payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Ava, Ava shall add the adjustment to City's next monthly invoice. Adjustments in favor of either Party shall bear interest at the Interest Rate, until settled in full, accruing from the date on which the adjusted amount should have been due.

Section 5.5 ***Billing Disputes***. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement, or adjust any invoice for any computational error within twelve (12) months of the date of such invoice or adjustment to such invoice was rendered. In the event any invoice or portion thereof, or any other claim or

adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due pursuant to Section 5.3. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution, along with interest accrued at the Interest Rate, from and including the original due date but excluding the date of payment following resolution. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 5.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent such dispute arises out of any misinformation originating from a third party not affiliated with any Party (other than Developer) and such third party corrects its information after such 12-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

Section 5.6 ***Pass Through Damages***. To the extent that Ava receives any COD Delay Damages, Guaranteed Energy Damages, or Ava Termination Payments from the Developer pursuant to the terms of the Developer Agreement, Ava shall pass through such amounts (collectively, the "**Pass-Through Damages**") to the City in full, less any reasonably incurred costs by Ava to (i) remedy the underlying default under the Developer Agreement, (ii) perform any Removal Services at the applicable Project Site, or (iii) collect such amounts from the Developer, including attorneys' fees (such costs, the "**Ava Pass-Through Costs**"). Upon Ava's delivery to the City of the applicable Pass-Through Damages, Ava's obligation to the City with respect to such incurred COD Delay Damages, Guaranteed Energy Damages or Ava Termination Payment, as applicable, under this Agreement shall be deemed satisfied in full and any corresponding default hereunder shall be deemed remedied, regardless of the amount of Ava Pass-Through Costs; provided, however, that in no event shall the Ava Pass-Through Costs exceed the amount of Pass-Through Damages. Such Pass-Through Damages shall be passed through from Ava to the City within ninety (90) days of receipt from the Developer in the form of a bill credit on a monthly invoice issued hereunder which reduces the Monthly Payment owed by the City.

Section 5.7 ***Books and Records***.

(a) Maintenance of Records. The Parties shall maintain (i) any and all documents and records that demonstrate performance under this Agreement and any lease or license relating to the Projects, (ii) all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents evidencing or relating to charges for services, and (iii) any records of expenditures and disbursements charged to the other Party, for a minimum period of two (2) years, or for any longer period required by Applicable Law, from the date of final payment to Ava pursuant to this Agreement. Unless otherwise required by law or directed otherwise by Ava in writing, an electronic copy of any record shall be deemed an original.

(b) Inspection. Any documents required to be maintained pursuant to this Agreement shall be made available upon reasonable notice for inspection or audit at no cost to the requesting Party, at any time during regular business hours, upon written request by a designated representative of the requesting Party. The non-requesting Party shall provide copies of such documents to the requesting Party for inspection at a time and place that is convenient to the requesting Party.

Section 5.8 ***Taxes***. Each Party shall be responsible for its respective portion of the taxes hereunder; provided, however, that nothing shall obligate or cause either Party to pay or be liable to pay any taxes for which it is exempt under Applicable Law.

(a) City's Taxes. City is responsible for (i) payment of, or reimbursement to Ava for, all taxes assessed on (A) the PV Energy delivered to City at the Delivery Point, and (B) the Storage Inverter Power provided by the Project for the monthly Storage Payment, and (ii) real property taxes for the property where the Project is located, but only for real property taxes arising from City's use of the property and no one else. If City is required by law or regulation to remit or pay taxes that are Ava's responsibility hereunder, or the Developer's, then within ninety (90) days following written notice from City of the taxes paid and applicable amounts, Ava shall reimburse City for the amount of any such paid taxes. Nothing herein shall obligate or cause City to pay or be liable to pay any taxes for which it is exempt under Applicable Law.

(b) Ava's Taxes. Ava is responsible for payment of, or reimbursement to City for (i) income taxes or similar taxes imposed on Ava's revenues due to the sale of electricity or capacity under this Agreement, and (ii) personal property taxes imposed on the Project, if any.

(c) Developer's Taxes. Ava shall ensure Developer is responsible for payment of, or reimbursement to City for (i) income taxes or similar taxes imposed on Developer's revenues due to the sale of electricity or capacity under this Agreement, and (ii) personal property taxes imposed on the Project arising out of ownership of each Project as set forth in Section 6.2(a), or for any other reason. Ava is responsible for reimbursing City for any such tax payments not reimbursed by Developer.

ARTICLE 6
PROJECT SITE ACCESS; PROPERTY OWNERSHIP

Section 6.1 ***Access Rights***.

(a) Non-Exclusive License. With respect to each Project Site, City hereby grants, subject to the terms of this Section 6.1(a), to Ava and to Ava's affiliates, employees, contractors (the "**Licensees**"), and assignees a non-exclusive, irrevocable, sub-licensable license running with the Project Site (the "**Non-Exclusive License**") for access to, on, over, under, and across the Project Site from the Effective Date until the date that is one hundred eighty (180) days after the earlier of (x) termination of the applicable PSA, or (y) the expiration of the applicable Project Term (the "**License Term**"), for the purposes of performing all of Ava's obligations and enforcing all of Ava's rights set forth in this Agreement, and otherwise as required by the Licensees in order to effectuate the purposes of this Agreement (including, without limitation, subject to approval by the City in its reasonable discretion as to the specific additional location, the right to use additional space on or near the Project Site as reasonably necessary for the installation, interconnection, operation, maintenance, repair, replacement, and removal of the Project Equipment, Delivery Equipment, and any other additional necessary equipment and appurtenances running between the Project and the Delivery Point).

(b) Notification of Access. The Licensees shall provide proper notice to City and comply with City's site safety and security requirements, as set forth in Attachment A of the

applicable PSA, when on the Project Site during the License Term. The Licensees shall provide reasonable advanced notice prior to entry, which shall be no less than fourteen (14) days, to City or his or her designee, of Licensee's intent to exercise the access rights set forth in this Section 6.1(b); provided, however, in the event of a Forced Outage, Force Majeure Event or other emergency, or if access is required in connection with a City-Requested Outage pursuant to Section 7.8, the Licensees shall provide as much reasonable advanced notice as is practicable under the circumstances prior to such entry. City will not charge rent for such right to access the Project Site. City may delay or deny access to Licensees for good cause by providing written notice of such delay or denial no more than ten (10) days after City receives notice of any Licensee's intent to exercise access rights; provided, however, if City delays or denies access to Licensees for any reason during the applicable Delivery Period, and such delay or denial has a material adverse effect on Ava's ability to satisfy the Guaranteed Energy Production and/or the Guaranteed Storage Availability, a City-Requested Outage shall be deemed to have occurred for the duration of such delay or denial.

(c) Maintenance of License. During the License Term, City shall preserve and protect the Licensees' rights under the Non-Exclusive License and Licensees' access to the Project Site and shall not interfere or permit any third parties under City's control to interfere with such rights or access. Notwithstanding anything to the contrary contained herein, Ava shall have the right to assign or sublicense the Non-Exclusive License to Developer and its agents, employees, and contractors, or to any Financing Party. The Financing Parties are intended third party beneficiaries of City's agreements in the Non-Exclusive License. Upon any rejection or early termination of the Agreement pursuant to any process undertaken with respect to Ava under the United States Bankruptcy Code, at the request of any Financing Party made within ninety (90) days of such termination or rejection, City shall execute a new grant of Non-Exclusive License(s) in favor of the Financing Parties, or their designees, on substantially the same terms as this Non-Exclusive License and in a manner consistent with the City-Specific Terms included as **Exhibit III**. City will not take any action inconsistent with the foregoing.

(d) Rights of Licensees. With respect to each Project, the rights granted to the Licensees pursuant to the Non-Exclusive License for the duration of the License Term shall include the following, without limitation:

(i) The right to use City's water already available and accessible to the Project Site (a) solely for cleaning the Projects in a manner that is not wasteful (it being understood and agreed that the Licensees' right to such water is non-exclusive in that City and other third parties may also access such water) or (b) as otherwise required by Applicable Law or Governmental Authority;

(ii) The right to connect and use the electrical systems and internet located upon the Project Site and, as reasonably necessary, on nearby property owned or controlled by City, during the installation and construction of the Project, provided however, that internet access shall be granted under commercially reasonable conditions set forth by and subject to the approval of the applicable City authority, which approval shall not be unreasonably withheld;

(iii) After (a) receipt of written consent from City (not to be unreasonably withheld, delayed or conditioned) on the preferred method, timing, and specific

vegetation to be impacted and (b) issuance of any permit required under Applicable Law, the right to remove, trim, prune, top, or otherwise control the growth of any tree, shrub, plant, or other vegetation; and

(iv) After (a) receipt of written consent from City (not to be unreasonably withheld, delayed or conditioned) on the preferred method, timing, and specific objects to be impacted and (b) issuance of any permit required by Applicable Law, the right to remove any object on the Project Site that obstructs, interferes with or impairs the Project or its operations.

(v) In addition to the foregoing, City shall grant the Licensees a non-exclusive license over, across, and upon portions of the real property owned by City that lie outside of the Project Site for the limited purposes set forth in subclauses (i) through (iv).

(e) Memorandum of License. City agrees that Ava, upon request to and approval from City, may record a memorandum of the Non-Exclusive License and Ava's rights under this Agreement, and any amendments, assignments or sublicenses thereto, in each instance in form and substance mutually acceptable to each Party in its reasonable discretion. With respect to each Project, the Parties shall finalize a form of memorandum of license prior to the applicable Commercial Operation Date that can be recorded by Ava in the public land records in the county in which the Project Site is located. Upon termination of this Agreement or any PSA hereunder, with respect to the affected Projects, the Parties shall execute and cause to be recorded a memorandum providing record notice of such termination.

(f) Ground-Mounted Generating Projects. The Parties acknowledge and agree that as of the Effective Date, no Generating Project hereunder is contemplated to be ground-mounted; provided, however, if, during the Term, as a result of a reasonably documented design change for any Tranche B Project that is a Generating Project, such Project is redesigned by Ava to be ground-mounted and located within a secured fenced area on the Project Site, City hereby grants to the Licensees an exclusive, sub-licensable license running with the Project Site (the "**Exclusive License**," and together with the Non-Exclusive License, the "**Licenses**") for purposes of the installation, operation, use, and maintenance of the Project on such exclusively licensed area of the Project Site during the License Term.

Section 6.2 ***Ownership of Projects.***

(a) Ownership of Projects; Personal Property. Throughout the Term, Developer shall be the legal and beneficial owner of each Project, and each Project will remain the personal property of Developer and will not attach to or be deemed part of or fixture to the applicable Project Site or any Improvement on which such Project is installed. Each of Ava and City agree that Developer is the tax owner of each Project, and all tax filings and reports shall be filed in a manner consistent with this Agreement. Each Project will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Notwithstanding the foregoing, in the event that Ava purchases one or more Projects from Developer pursuant to the terms of the Developer Agreement, all references to "Developer" in this Section 6.2(a) shall be deemed to refer instead to "Ava."

(b) Notice to City Lienholders. The City shall use commercially reasonable efforts to provide notice to all parties having a Lien on the applicable Project Site or any Improvement on which a Project is installed regarding the ownership of such Project and the legal status or classification of such Project as personal property. If any mortgage or fixture filing against any Project Site could reasonably be construed as prospectively attaching any Project as a fixture on such Project Site, the City shall provide a disclaimer or release from such lienholder.

(c) Fixture Disclaimer. With respect to each Project Site, if the City is the fee owner of such Project Site, City consents to the filing of a disclaimer of any Project thereon as a fixture of the Project Site in the office where records are customarily filed in the jurisdiction where the Project Site is located. If the City is not the fee owner, the City shall obtain such consent from the applicable fee owner. For the avoidance of doubt, in either circumstance Ava shall have the right to file such disclaimer.

Section 6.3 ***Covenants and Obligations Regarding Liens***. The City shall not directly or indirectly cause, create, incur, assume, or suffer to exist any mortgage, pledge, step order, lien (including mechanics, labor or materialmen's lien), charge, security interest, encumbrance or claim (each, a "**Lien**") on or with respect to the Projects or any portion thereof, in favor of any Person other than a Financing Party. Ava shall not directly or indirectly cause, create, incur, assume, or suffer to exist any Lien on or with respect to any equipment or property of City, other than those Liens that Ava is permitted by Applicable Law to place on the City's interest in a Project Site due the City's non-payment of amounts due under this Agreement. If either Party breaches its obligations under this Section 6.3, such breaching Party shall (i) promptly notify the other in writing, (ii) cause any Lien to be discharged and released of record within fifteen (15) days of breaching Party having received written notice thereof, without cost to the other Party, and (iii) indemnify the non-breaching Party against all claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred in discharging and releasing such Lien.

ARTICLE 7
PROJECT SITE MAINTENANCE

Section 7.1 ***General Covenants***. Each Party covenants to and for the benefit of the other Party that throughout the Term:

(a) Each Party shall maintain (or obtain from time to time, as required) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement.

(b) Each Party shall undertake its obligations under this Agreement in compliance with (i) all Applicable Law (including, but not limited to, those related to workplace safety, employment discrimination, prevailing wage, non-discrimination and non-preference, and conflicts of interest); (ii) Prudent Operating Practices; (iii) all applicable operating policies, criteria, rules, guidelines, tariffs, and protocols of the CAISO and the Local Electric Utility; and (iv) all applicable requirements of the CPUC, CARB, FERC, NERC, and WECC (including WECC Scheduling Practices).

Section 7.2 ***Transmission and Distribution Maintenance Information***. If either Party receives information through CAISO or from the Local Electric Utility regarding maintenance that

will have a material adverse effect on the Generating Project or which may result in a Forced Outage, it will provide the information promptly to the other Party.

Section 7.3 ***Use of Equipment***. Ava shall cause Developer to maintain and use its equipment in a safe and workmanlike manner at all times. Ava shall cause Developer to prevent or avoid conducting or permitting activities on, in, or about the Project Site or the Improvements that have a reasonable likelihood of causing damage or impairment, or otherwise adversely affecting the Project, Project Site, or Improvements. Ava shall indemnify City for any loss or damage to the Project, Project Site, or Improvements to the extent caused by or arising out of (i) Developer's breach of its obligations under this Section 7.3 or (ii) the acts or omissions of Developer or its employees, agents, invitees, or separate contractors following Developer's failure to cure those actions contemplated under sub-clause (i) or (ii) within sixty (60) Business Days' receipt of City's notice, which shall be provided no later than ten (10) Business Days from City becoming aware of such breach, act, or omission.

Section 7.4 ***Insolation***. City acknowledges that unobstructed access to sunlight ("**Insolation**") is essential to Ava's performance of its obligations and a material term of this Agreement. City shall not cause or permit any interference with the Generating Project's Insolation and to the extent within its reasonable control shall ensure that vegetation on the Project Site adjacent to the Generating Project is regularly pruned or otherwise maintained to prevent interference with the Generating Project's Insolation. City shall provide necessary approvals or acknowledgements to enable the delivery of a shade report from SunEye (or a comparable entity) within the five (5) Business Days prior to the Commercial Operation Date. If the Insolation of the Project is materially reduced during the Term due to new obstructions or vegetation, the Expected Annual Contract Quantity shall be reduced in proportion to the decrease in Insolation. If City discovers any activity or condition that could diminish the Insolation of the Generating Project, City shall immediately notify Ava and cooperate with Ava in preserving and restoring the Generating Project's Insolation levels as they existed on the Effective Date and as allowed by Applicable Law and within the reasonable control of the City.

Section 7.5 ***Maintenance of Project Site***. City shall, at its sole cost and expense, maintain the Project, Project Sites, and Improvements in good condition and repair. City, to the extent within its reasonable control, (i) shall ensure that the Project Site remain interconnected to the local utility grid at all times, and (ii) shall not permit cessation of electric service to the Project from the local utility. City is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the City's side of the Delivery Point, including all of City's equipment that utilizes the Project's outputs. City shall cooperate with Ava and Developer to comply with any technical standards of the utility providing electrical power to the City.

Section 7.6 ***No Alteration of Project Site***. City shall inform Ava in writing not less than thirty (30) days prior to making any alterations or repairs to the Project Site (except for emergency repairs) or any Improvement that may have an Adverse Effect on the operation and maintenance of the Project. Thereafter, City shall use commercially reasonable efforts to conduct such repairs, alterations, or Improvements in compliance with any reasonable request by Ava to mitigate such Adverse Effect, which request shall be made by Ava within ten (10) days after having received written notice from City. If any repair, alteration, or Improvement results in a permanent and

material adverse economic impact on the Project, City may request relocation of the Project under Article 11 hereof. To the extent that temporary disconnection or removal of the Project is necessary to perform such alterations or repairs, Ava shall use commercially reasonable efforts to cause Developer to perform such work, and any re-connection or re-installation of the Project, at City's cost. Ava shall use commercially reasonable efforts to cause Developer to make any alterations and repairs in a good and workmanlike manner, in compliance with all Applicable Law. For purposes of this Section 7.6, "**Adverse Effect**" means any set of circumstances or facts which impairs or limits the performance of the Project, including, but not limited to, any event, circumstance or fact that could (i) reduce the solar production of the Generating Project, (ii) adversely impact the performance of the Storage Project, (iii) violate the underlying Project Equipment's safety and operating standards, or (iv) void any warranty of the Project or the underlying Project Equipment.

Section 7.7 ***Project Repair and Maintenance***. Ava shall, directly or indirectly through Developer, cause the Projects to be operated and maintained in accordance with Prudent Operating Practices. Ava may cause Developer to suspend delivery of electricity from the Project to the Delivery Point for the purpose of maintaining and repairing the Project; provided, that Ava shall cause Developer to use commercially reasonable efforts to (i) minimize any interruption in service to the City and (ii) limit any such suspension of service to weekend or off-peak hours. Scheduled and unscheduled maintenance and repairs shall be undertaken at Ava's sole cost and expense, except that City shall reimburse Ava for the reasonable cost of any repairs or maintenance resulting from damage caused by City, its agents, employees or contractors. Ava will provide to City a written schedule of times when a Project, or a portion thereof, will be unavailable due to planned inspection or maintenance for the Project (each a "**Planned Outage**") for each Contract Year no later than thirty (30) days prior to the first day of the applicable Contract Year. City may provide comments no later than ten (10) days after receiving any such schedule, and Ava will in good faith take into account any such comments. Ava will deliver to City the final updated schedule of Planned Outages no later than ten (10) days after receiving City's comments. Ava shall be permitted to reduce deliveries of Product during any period of such Planned Outages; provided, however, such Planned Outages shall not exceed one hundred twenty (120) hours in any calendar year, plus such additional hours as are reasonably necessary for Ava to comply with maintenance, as required by Applicable Law. Notwithstanding the foregoing, Ava shall be permitted to reduce deliveries of Product during a (i) Forced Outage or (ii) a Force Majeure Event, as the result of either of which, Ava shall provide City written notice of such event, including the anticipated duration, if known. Except to the extent expressly provided under this Agreement, City shall have no obligations or liability with respect to the maintenance or repair of Project Equipment.

Section 7.8 ***City-Requested Outages***. With respect to each Project, upon City's written request, Ava shall cause Developer to take such Project off-line for a total of five (5) days during each Contract Year (each event a "**City-Requested Outage**" and the five-day period the "**Outage Allowance**"). The Outage Allowance includes all City-Requested Outage hours undertaken by Developer for maintenance or repairs for which City is responsible pursuant to Section 7.7 or requested by City under this Section 7.8 (other than due to the fault or negligence of Ava). City's request shall be delivered at least five (5) days in advance. City is not obligated to accept or pay for electricity from the Project for City-Requested Outages up to the annual Outage Allowance. If City's aggregate hours for City-Requested Outages exceed the Outage Allowance in a given Contract Year, other than due to a Force Majeure Event, Ava shall cause Developer to reasonably

estimate the amount of electricity, based on the daily average derived from consumption of Project Energy from the consecutive three (3) weeks immediately preceding the latest City-Requested Outage, that would have been delivered to City during such excess City-Requested Outages, and City shall pay Ava for such amount in accordance with this Agreement.

Section 7.9 ***Use and Payment of Contractors and Subcontractors***. Ava may use properly licensed and qualified contractors and subcontractors to perform its obligations under this Agreement. Ava shall ensure that all contractors and subcontractors are sufficiently qualified and experienced equal to the standard observed by a competent practitioner of the profession in which the consultant or subcontractor is engaged. However, Ava shall be responsible for the quality of the work performed by its contractors and subcontractors. Ava shall pay when due all valid charges from all contractors, subcontractors, and suppliers supplying goods or services to Ava under this Agreement.

Section 7.10 ***Prevailing Wages; Hiring Requirements.***

(a) Prevailing Wage. In accordance with the terms of the Developer Agreement, Ava shall use reasonable efforts to ensure that all contractors, subcontractors, and employees hired or contracted by Developer which will perform construction work or otherwise provide services on any Project Site related to the construction of any Project (such work or services, the "**On-Site Services**," and each such contractor or subcontractor, an "**On-Site Contractor**") are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any. Nothing in the Developer Agreement shall require Developer or its subcontractors or contractors to comply with, or assume liability created by, inapplicable provisions of any California labor laws.

(b) Hiring Requirements. In accordance with the terms of the Developer Agreement, Ava shall use commercially reasonable efforts to cause Developer and/or each On-Site Contractor to (i) hire individuals who reside in either Alameda County or San Joaquin County for the performance of the majority of total hours spent performing On-Site Services, and (ii) utilize union labor in the performance in On-Site Services.

Section 7.11 ***Notice of Hazardous Substances***. If any product being offered, delivered or supplied to the City or at the Project Site in connection with this Agreement is listed in the Hazardous Substances list of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Ava shall cause Developer to include a Material Safety Data Sheet ("**MSDS**") with delivery or shipment to the Project Site. Each MSDS shall include the contract/purchase order number and identify the "Ship To Address." Ava shall cause Developer to ensure all shipments and containers comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the Hazardous Substance, name and address of the manufacturer, and the appropriate hazard warning regarding potential physical safety and health hazards.

ARTICLE 8
PERFORMANCE GUARANTEES; WARRANTIES

Section 8.1 ***Guaranteed Energy Production.***

(a) Guaranteed Energy Production. Starting on the second (2nd) Contract Year, during each Performance Measurement Period, Ava shall be required to deliver to City no less than eighty-five percent (85%) of the Expected Annual Contract Quantity set forth on **Exhibit I** (the "**Guaranteed Energy Production**"). For purposes of determining whether Ava has achieved the Guaranteed Energy Production, Ava shall be deemed to have delivered to City the "**Adjusted Energy Production**", which shall consist of (i) all Project Energy (measured in kWh) actually delivered by Ava to City during the applicable Contract Year, and (ii) any energy in the amount it could have delivered to City but was prevented from delivering to City by reason of (A) the occurrence of a Force Majeure Event (so long as such Force Majeure Event was properly declared in accordance with Section 10.1), (B) a Planned Outage, and/or (C) a Forced Outage ("**Lost Output**"). For each Contract Year, Ava shall be deemed to have achieved the Guaranteed Energy Production if the Adjusted Energy Production is greater than or equal to eighty-five percent (85%) of the Expected Annual Contract Quantity. If Ava fails to achieve the Guaranteed Energy Production amount in any Contract Year, Ava shall pay City Guaranteed Energy Damages calculated in accordance with Section 8.1(b). For purposes of this Section 8.1(a), "**Performance Measurement Period**" means each rolling three (3) Contract Year period starting on the second (2nd) Contract Year (i.e., Contract Years 2, 3, and 4 shall comprise the first such period, Contract Years 3, 4, and 5 shall constitute the second such period, etc.) during the Portfolio Delivery Period (and, for the avoidance of doubt, as first determined after the end of the fourth (4th) Contract Year with respect to the first Performance Measurement Period).

(b) Guaranteed Energy Damages. On or before the fifteen (15th) day of the first monthly billing period of the following Performance Measurement Period, City shall invoice Ava for all Guaranteed Energy Damages accrued, if any, during the preceding Performance Measurement Period, in accordance with the following:

(i) In any Performance Measurement Period, in the event that Ava fails to achieve the Guaranteed Energy Production, Ava shall pay City the Guaranteed Energy Damages accrued during such Performance Measurement Period; provided, however, that Ava shall have no obligation to pay Guaranteed Energy Damages in excess of seventy-five percent (75%) of the applicable PV Payments accrued during such Performance Measurement Period (the "**Guaranteed Energy Damages Cap**"). Guaranteed Energy Damages will be City's sole and exclusive remedy for Ava's failure to achieve the Guaranteed Energy Production.

Section 8.2 ***Guaranteed Storage Availability.***

(a) Guaranteed Storage Availability. Starting on the second (2nd) Contract Year, during each Contract Month, Ava shall be required to maintain a Monthly Storage Availability greater than or equal to ninety percent (90%) (the "**Guaranteed Storage Availability**"). For purposes of determining the Monthly Storage Availability, a Storage Project shall be deemed to be available during the occurrence of any of the following events (each, an "**Excused Storage Event**"): (i) Force Majeure Event, (ii) Planned Outage, (iii) City-Requested

Outage (to the extent such outages do not exceed the Outage Allowance for the applicable Contract Year), or (iv) Forced Outage. In each Contract Month, the "**Monthly Storage Availability**" shall be calculated for each Storage Project as a percentage based on the quotient of: (A) (i) the total number of hours in the Contract Month, minus (ii) the total number of hours in such Contract Month during which the Storage Project was unavailable, other than as a result of Excused Storage Event; divided by (B) the total number of hours in the Contract Month. Ava shall be deemed to have achieved the Guaranteed Storage Availability in a particular Contract Month if the Monthly Storage Availability is greater than or equal to ninety percent (90%).

(b) Guaranteed Storage Damages. In any Contract Month, if Ava fails to achieve the Guaranteed Storage Availability, the following terms shall apply:

(i) If the Monthly Storage Availability for any Storage Project is less than ninety percent (90%) but greater than seventy percent (70%), Ava shall owe City liquidated damages ("**Guaranteed Storage Damages**") in an amount equal to the product of (A) the applicable Storage Payment for such Contract Month, multiplied by (B) ninety percent (90%), minus the Monthly Storage Availability, multiplied by (C) two (2). Such Guaranteed Storage Damages shall be passed through from Ava to the City in the form of a bill credit on a monthly invoice issued hereunder, which reduces the Monthly Payment owed by the City.

(ii) If the Monthly Storage Availability for any Storage Project is less than seventy percent (70%), the applicable Storage Payment owed by City for such Contract Month shall be reduced to zero dollars ($0).

Section 8.3 ***Ava Performance Warranties***.

(a) Roof Damage Warranty. Ava warrants that no damage will be inflicted on the roof of any Improvement on which any Project is installed ("**Project Roof**") as a result of the installation or maintenance of such Project ("**Roof Damage Warranty**"). With respect to each Project, Ava shall provide such Roof Damage Warranty starting on the applicable Construction Start Date and ending on the date that is the later of (x) ten (10) years after Ava's most recent performance of installation or maintenance activities on such Project Roof, or (y) the expiration of any then-effective installer warranty on the applicable Project Roof. In the event that Ava or Developer damages any Project Roof during the term of the Roof Damage Warranty, Ava shall promptly repair and remedy such damage to the reasonable satisfaction of City.

(b) Workmanship Warranty. Ava warrants that each Project will be fit for its intended purpose and free from defects in design, materials, and workmanship for a period of three (3) years, starting on the Commercial Operation Date. If any Project, or any component or portion thereof, fails to conform to the foregoing warranty, Ava shall, at its own expense, remedy such defect in a timely manner.

(c) Project Equipment Warranty. With respect to each Project, Ava warrants that on the applicable Commercial Operation Date, all Project Equipment will be (1) new, (2) Error-Free, (3) provided by a Tier 1 Supplier, and (4) with respect to each Storage Project only, will (i) benefit from a manufacturer's warranty, including an energy retention warranty, and (ii)

include all of the components, functionality, and other material features that affect performance and provide the user experience of a standard, high-quality storage project.

Section 8.4 ***NO OTHER WARRANTY***. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AVA MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AND EXPLICITY DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

ARTICLE 9
RECS AND INCENTIVES; OPTIMIZATION SAVINGS

Section 9.1 ***Renewable Energy Credits***. Upon purchasing the Product pursuant to this Agreement, City is entitled to the benefit of, and will retain all ownership interests in, the RECs associated with such Product. Ava is entitled to the benefit of, and will retain all ownership in, the Incentives. Ava shall cooperate with City in obtaining, securing, and transferring any and all RECs to the City. City is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Ava. Ava shall not make any filings or statements inconsistent with City's ownership interests in the RECs. If any RECs are delivered directly to Ava, Ava shall promptly pay or deliver such items to City. For the avoidance of doubt, so long as Ava cooperates in City obtaining all ownership interests in the RECs, Ava shall have the unrestricted right to obtain and utilize all other Incentives, Ancillary Services, and Capacity Attributes associated with the Product hereunder.

Section 9.2 ***Delivery of RECs***. Ava shall take, or cause to be taken, all actions, and shall execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with RECs corresponding to any Project Energy are issued, tracked, and transferred in a timely manner to the City for the City's sole benefit. Ava shall transfer the RECs to the City. Ava shall comply with all Applicable Law, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to the City and the City shall be given sole title to all such WREGIS Certificates. In addition, with respect to each Project, prior to COD, Ava shall register the Project, or cause the Project to be registered, with WREGIS, and establish an account with WREGIS ("**Ava WREGIS Account**"), which Ava shall maintain until the end of the applicable Delivery Period. Ava shall transfer the WREGIS Certificates using Forward Certificate Transfers from the Ava WREGIS Account to the WREGIS account(s) of the City or the account(s) of a designee that the City identifies by notice to Ava ("**City WREGIS Account**"). Notwithstanding the foregoing, in the event that the City does not have a City WREGIS Account, Ava shall deliver all RECs hereunder via Attestation Form.

Section 9.3 ***Optimization Savings***. Ava shall provide Optimization Savings with the Product. "**Optimization Savings**" means the savings realized on City's utility bill(s) directly attributable to the use of the Project and shall include, but not be limited to, savings that are realized from demand charge management, energy arbitrage, load shaping, and coincident peak, installed capacity tag mitigation, or any front-of-the-meter savings, which shall be reflected in the form of a credit reduction to the applicable Monthly Payment on the monthly invoices issued by Ava hereunder. For the avoidance of doubt, any City savings resulting from a rate or tariff switch or

upfront Ava incentives enabled by the presence and/or operation of the Project shall be considered Optimization Savings. Ava shall provide Optimization Savings in a commercially reasonable manner, but Ava shall have discretion over the manner in which Optimization Savings are provided, including which services comprising constituent parts of Optimization Savings to provide at any particular time, to accrue Total System Benefit. Ava shall have no obligation and makes no guarantees as to the amount of Optimization Savings that will be provided to the City hereunder.

Section 9.4 ***Grid Services***. Ava and City acknowledge that the Storage Projects are capable of generating revenue through demand response, capacity, and/or wholesale energy (collectively, the "**Grid Services**" and each a "**Grid Service**"). Grid Services may be provided through, to, or in connection with the CAISO, the Local Electric Utility, or an aggregator. Ava may enroll the Storage Project in Grid Services if (i) Ava provides advance written notice to the City and (ii) Ava determines, in its reasonable discretion, that such enrollment will not reduce the realized Optimization Savings or impair the Storage Project's twenty percent (20%) battery back-up reserve. If Ava enrolls the Storage Project in Grid Services, Ava shall receive any value resulting from the Grid Services provided, including revenues, environmental benefits, and grid reliability and resiliency.

Section 9.5 ***Storage Management***. Ava shall, at all times during the Term, operate and maintain the Storage Projects in accordance with Prudent Operating Practice and Applicable Law. At all times throughout the Delivery Period, Ava shall cause each Storage Project to maintain a twenty percent (20%) minimum battery back-up reserve.

ARTICLE 10
FORCE MAJEURE; BUDGETARY NON-APPROPRIATION EVENT

Section 10.1 ***Force Majeure Event***. If either Party reasonably is unable to timely perform any of its obligations (other than payment obligations) under this Agreement, in whole or in part, due to a Force Majeure Event and without the fault or negligence of the Party relying thereon as justification for such delay, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of the Project to deliver electricity to the Delivery Point or to provide capacity, as applicable, the Term will be extended day-for-day for each day delivery is suspended due to the Force Majeure Event.

Section 10.2 ***Termination Due To Force Majeure***. With respect to each Project, after the Commercial Operation Date, either Party shall have the right, but not the obligation, to either (a) terminate the applicable Project or (b) relocate the applicable Project in accordance with Section 11.1, in each case, after the occurrence of the following (each, a "**Force Majeure Failure**"): (1) due to a Force Majeure Event, Ava is unable to meet its obligations under this Agreement for a period greater than ninety (90) consecutive days; or (2) the Project is (i) destroyed by a Force Majeure Event and Ava is unable to cause Developer to rebuild the Project within one

(1) year, or (ii) rendered permanently inoperable by a Force Majeure Event. For the avoidance of doubt, any Force Majeure Delay occurring prior to the Commercial Operation Date shall be subject to the requirements in Section 4.6(b).

Section 10.3 ***Budgetary Non-Appropriation Event***. Notwithstanding anything to the contrary, due to the constitutional limitations levied on City, it may be unable to appropriate funds for the procurement of any utility services for a particular fiscal year (a "**Budgetary Non-Appropriation Event**"). If a Budgetary Non-Appropriation Event occurs with respect to City during the Delivery Period of any Project hereunder, then City shall notify Ava of the starting date of such Budgetary Non-Appropriation Event (the "**Non-Appropriation Start Date**") within thirty (30) days of its receipt of the invoice for the first month affected by such Budgetary Non-Appropriation Event. During a Budgetary Non-Appropriation Event, if City does not otherwise have other funds available to make payments due under this Agreement, City is not obligated to accept delivery of, or pay for, any Product delivered under this Agreement for the period starting on the Non-Appropriation Start Date until such Budgetary Non-Appropriation Event has terminated (such period, the "**Non-Appropriation Period**"), which shall be confirmed by City in a writing timely delivered to Ava after the City has properly appropriated funds for payment hereunder. For the avoidance of doubt, during the Non-Appropriation Period, Ava shall have no obligation to deliver any Product hereunder. City agrees that it shall use its best efforts to seek appropriation for utility services during the term of this Agreement. If a Budgetary Non-Appropriation Event continues for more than one hundred eighty (180) days, Ava (but not City) may, at its sole discretion, terminate this Agreement.

Section 10.4 ***Exercise of City Permitting Authority***. If Ava, acting in good faith, reasonably determines that City lawfully, fairly, and neutrally applied its authority to deny, suspend, revoke or terminate a certificate, permit, franchise, approval, authorization, or power under Applicable Law for any Project (its "**Permitting Authority**"), and such lawful exercise of the City's Permitting Authority causes Ava or Developer to be unable to lawfully conduct operations on the Project Site (a "**Lawful Permitting Denial Event**"), then Ava may, at its sole discretion, terminate the Affected Projects in accordance with Section 10.5 below. If such Lawful Permitting Denial Event occurs prior to the Commercial Operation Date of the Affected Project, Ava shall have the right to adjust the Tranche A PPA Rate in accordance with Section 5.1(b).

Section 10.5 ***No-Fault Termination***. If either Party terminates one or more Projects (the "**Affected Projects**") due to, (a) after Construction Start, either a Force Majeure Failure in accordance with Section 10.2 or a Budgetary Non-Appropriation Event in accordance with Section 10.3, or (b) at any time during the Term, a Lawful Permitting Denial Event in accordance with Section 10.4, or a Tariff Termination in accordance with Section 17.2 then upon any such termination (i) neither Party shall have any liability to the other Party with respect to such Affected Projects other than those that survive this Agreement, and (ii) Ava shall have the option to deliver a Relocation Request in accordance with Section 11.1, provided that nothing contained in this Section 10.5 shall limit the Parties' rights and obligations under Section 5.1(b). Notwithstanding the foregoing, the occurrence of a Force Majeure Event, Budgetary Non-Appropriation Event, Lawful Permitting Denial Event, or Tariff Termination shall not, to the extent an Event of Default exists during such time, limit either Party's ability to declare an Event of Default pursuant to Article 13 and receive a Termination Payment, to the extent applicable.

ARTICLE 11
RELOCATION AND REMOVAL UPON TERMINATION

Section 11.1 ***Relocation Requests***. With respect to each Project, at any time during the Project Term, either Party shall have the right to propose in writing the relocation of the applicable Project to a new Project Site upon the occurrence of an EOD Relocation Event or No-Fault Relocation Event (a "**Relocation Request**"). If both Parties agree in their reasonable discretion that the Relocation Request is practically feasible and preserves the economic value of the agreement, the Parties shall seek to negotiate in good faith an agreement for the relocation of the Project, which relocated site shall be subject to the approval of Ava in its reasonable discretion and subject to the negotiation of a mutually acceptable license. Upon successful relocation of the Project due to an EOD Relocation Event, any Event of Default associated with the original Project Site, if applicable, shall be deemed to have been cured, and the Non-Defaulting Party shall have no right to declare an Event of Default associated therewith. The costs associated with any relocation performed due to an EOD Relocation Event shall be borne entirely by the Defaulting Party, whereas the costs and expenses associated with any relocation performed due to a No-Fault Relocation Event shall be split evenly between the Parties; provided, if any relocation occurs during the Delivery Period, City shall be required to continue to make the Project Monthly Payment for the period of time between decommissioning of the Project at the original Project Site and the Commercial Operation Date of the Project at the new Project Site based upon a pro rata calculation of the Expected Annual Contract Quantity for such period. If the Parties are unable to reach agreement on relocation of the Project within one hundred twenty (120) days after the date of receipt of City's proposal, then such Relocation Request shall be deemed withdrawn and the applicable Project may be terminated in accordance with this Agreement. For purposes of this Section 11.1, an "**EOD Relocation Event**" shall be deemed to have occurred (a) with respect to either Party, if an Event of Default occurs and such Event of Default could reasonably be cured by moving the Project to another Project Site, or (b) the City terminates or withdraws the applicable Project from this Agreement for any reason other than an Ava Event of Default. A "**No-Fault Relocation Event**" shall be deemed to have occurred if (i) any Early Termination Event occurs, or (ii) a Force Majeure Failure occurs.

Section 11.2 ***Removal Services.*** Upon the expiration or earlier termination of this Agreement or any PSA hereunder, Ava shall, directly or indirectly through Developer, at Ava's sole expense (unless expressly provided otherwise in this Agreement), within ninety (90) days after the applicable termination or expiration (the "**Removal Deadline**"), perform the following actions to remove the Project from the Project Site (the "**Removal Services**"): (i) remove all tangible property comprising the Project, personal property of Ava and/or Developer, and all other related equipment; (ii) ensure that the Project Site is returned to substantially its original condition (excluding ordinary wear and tear), including by (x) removing the Project's mounting pads or other support structures and (y) repairing and restoring the roof and the roof membrane, subject to Section 8.3(a). City shall ensure that Ava and/or Developer is given sufficient access, space, and cooperation as reasonably necessary to facilitate the Removal Services. This provision shall survive the expiration or termination of this Agreement and any PSA hereunder.

Section 11.3 ***Abandonment***. If Ava fails to commence the Removal Services by the applicable Removal Deadline, any property not removed from the Project Site shall be deemed abandoned by Ava and/or Developer, and shall become the property of City, and City may, at its

option, remove the Project and/or Project Equipment from the Project Site and relocate to a warehouse, or otherwise dispose or retain ownership of such property indefinitely, as it determines in its sole discretion. If the City performs any Removal Services after the Removal Deadline in accordance with this Section 11.3, Ava shall reimburse City for the cost of such Removal Services (the "**Removal Costs**") within thirty (30) days of receipt of an invoice thereof. City shall have no liability to Ava or Developer for any property deemed abandoned per this Section 11.3. This provision shall survive the expiration or termination of this Agreement and any PSA hereunder.

Section 11.4 ***Ava Removal Security***. If a Credit Downgrade Event occurs with respect to Ava at any time during the Term, within forty five (45) days of such Credit Downgrade Event, Ava shall post or deliver to City a security deposit of fifty dollars ($50) per kW of Contract Capacity ("**Ava Removal Security**") in the form of a Letter of Credit or cash. If (i) Ava fails to commence the Removal Services by the applicable Removal Deadline, and (ii) fails to reimburse City for the cost of Removal Services within thirty (30) days of receipt in accordance with Section 11.3, then, to the extent such Ava Removal Security is available in accordance with this Section 11.4, City may draw on any outstanding Letter of Credit and retain any cash then held by City to satisfy any amounts owed by Ava with respect to the Removal Costs only; provided, that City shall be obligated to return any surplus proceeds in excess of the Removal Costs after Ava's obligations under Section 11.3 have been satisfied. Ava shall maintain the Ava Removal Security until (a) the Removal Services have been completed and (b) the Removal Costs have been paid or reimbursed by the responsible Party in full pursuant to the terms of this Agreement. Following the occurrence of both (a) and (b), City shall promptly return to Ava the Ava Removal Security, less any amounts drawn thereon in accordance with this Section 11.4.

ARTICLE 12
MEASUREMENT

Section 12.1 ***Meter***. Each Project's electricity output during the Term shall be measured by the applicable City's meter, which shall be a revenue grade meter that meets ANSI-C12.20 standards for accuracy (the "**Meter**"). The Meter shall be installed, commissioned, and operated by Developer throughout the applicable Project Term at Developer's sole cost and expense. Throughout the Term, Developer shall provide reasonable access to the Meter and measurement data associated therewith to Ava and the City.

ARTICLE 13
DEFAULTS, REMEDIES, AND DAMAGES

Section 13.1 ***Ava Project Defaults***. With respect to the affected Project only, Ava shall be deemed a Defaulting Party upon the occurrence of any of the following events (each, an "**Ava Project Default**"):

(a) The Project fails to achieve the Commercial Operation Date by the Commercial Operation Deadline (subject to any FM Delay Cure Period or COD Delay Cure Period thereto);

(b) A Forced Outage lasting longer than two hundred seventy (270) days occurs with respect to such Project; provided, however, that this Section 13.1(b) shall not apply to a Forced Outage caused solely by a Force Majeure Event; or

(c) Due to acts or omissions of Ava, a mechanics' Lien is filed against the Project, and such Lien has not been discharged, bonded or contested by Ava in good faith by proper legal proceedings within twenty (20) days of receipt of notice thereof.

Section 13.2 ***City's Remedies for Ava Project Default***. If a Ava Project Default has occurred and is continuing, and following the expiration of any applicable cure period set forth therein, City may perform any and all of the following actions: (i) suspend performance under this Agreement with respect to such Project; (ii) accelerate all amounts owing between the Parties with respect to such Project; (iii) withhold a portion of any payments due to Ava under this Agreement in an amount attributable to such Project; and/or (iv) terminate the applicable PSA. Upon the termination of any PSA hereunder, Ava shall perform the Removal Services for such Project in accordance with Section 11.2 at Ava's sole expense.

Section 13.3 ***Ava Portfolio Defaults***. Ava shall be deemed a Defaulting Party under this Agreement upon the occurrence of any of the following events (each, a "**Ava Portfolio Default**"):

(a) Ava delivers to City, without City's prior consent, energy or other product from a resource outside of the City Portfolio;

(b) a Bankruptcy Event shall have occurred with respect to Ava;

(c) Ava fails to pay City any undisputed amount owed under this Agreement within sixty (60) days after receipt of notice from City of such past due amount;

(d) Ava fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default under this Article 13) and such failure is not remedied within thirty (30) days after notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if Ava is unable to remedy such default within such initial thirty (30) day period despite exercising commercially reasonable efforts; provided, that the cure period under this Section 13.3(c) may be extended by an additional subsequent period not to exceed ninety (90) days in the event that such Ava Portfolio Default is caused by a default of Developer under the Developer Agreement and Developer's Financing Party has stepped in to effectuate a cure after the expiration of the corresponding cure period set forth in the Developer Agreement); and

(e) Any representation or warranty made by Ava herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if Ava is unable to remedy such default within such initial thirty (30) day period despite exercising commercially reasonable efforts; provided, that the cure period under this Section 13.3(d) may be extended by an additional subsequent period not to exceed ninety (90) days in the event that such Ava Portfolio Default is caused by a default of Developer under the Developer Agreement and Developer's Financing Party has stepped in to

effectuate a cure after the expiration of the corresponding cure period set forth in the Developer Agreement).

Section 13.4 ***City's Remedies for Ava Portfolio Default***. If an Ava Portfolio Default has occurred and is continuing, and the following the expiration of any applicable cure period set forth therein, City may perform any and all of the following actions: (i) suspend performance under this Agreement; (ii) accelerate all amounts owing between the Parties; (iii) withhold all payments due to Ava under this Agreement; (iv) terminate this Agreement upon providing written notice to Ava, and upon any such termination, demand payment from Ava of the Termination Payment (as such amount may be adjusted in accordance with Section 5.6); and/or (v) exercise any other right or remedy available at law or in equity, except to the extent such remedies are expressly limited under this Agreement; provided, that no termination may occur unless and until written notice has been delivered to any Financing Party for which City has received notice in accordance with Section 18.2. Upon the termination of this Agreement, Ava shall perform the Removal Services for the entire City Portfolio in accordance with Section 11.2 at Ava's sole expense.

Section 13.5 ***City Project Default***. With respect to the affected Project only, City shall be deemed a Defaulting Party upon the occurrence of any of the following events (each, a "**City Project Default**"):

(a) Due to acts or omissions of the City, Ava indirectly loses its rights to use and enjoy the Project Site under the Non-Exclusive License, unless the Parties can agree to relocate the Project in accordance with Section 11.1, and except where such acts or omissions of the City constitute the lawful application of City's Permitting Authority pursuant to Section 10.4;

(b) The occurrence of any act or omission by City that operates to suspend, revoke or terminate any certificate, permit, franchise, approval authorization or power necessary for Ava to lawfully conduct operations on the Project Site, except where such act or omission of City is the result of (i) the negligence or willful misconduct of Ava or Developer or (ii) a Lawful Permitting Denial Event; and

(c) The occurrence of any act or omission by City that is inconsistent with this Agreement that materially interferes with Ava's or Developer's development, construction, operation or maintenance of any Project, and such failure is not remedied within thirty (30) days after notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if City is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts).

Section 13.6 ***Ava's Remedies for City Project Default***. If a City Project Default has occurred and is continuing, and following the expiration of any applicable cure period set forth therein, Ava may perform any and all of the following actions: (i) suspend performance under this Agreement with respect to such Project; (ii) accelerate all amounts owing between the Parties with respect to such Project; (iii) withhold a portion of any payments due to City under this Agreement in an amount attributable to such Project; and/or (iv) terminate the applicable PSA. Upon the termination of any PSA hereunder, Ava shall perform the Removal Services for such Project in accordance with Section 11.2 at City's sole expense.

Section 13.7 ***City Portfolio Default***. City shall be deemed a Defaulting Party under this Agreement upon the occurrence of any of the following events (each, a "**City Portfolio Default**"):

(a) A Bankruptcy Event shall have occurred with respect to City;

(b) City fails to pay Ava any undisputed amount owed under the Agreement within sixty (60) days after receipt of notice from Ava of such past due amount;

(c) City fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default set forth in this Article 13), and such failure is not remedied within thirty (30) days after notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if City is unable to remedy such default within such initial thirty (30) day period despite exercising commercially reasonable efforts); or

(d) Any representation or warranty made by City herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if City is unable to remedy such default within such initial thirty (30) day period despite exercising commercially reasonable efforts).

Section 13.8 ***Ava's Remedies for City Portfolio Default***. If a City Portfolio Default has occurred and is continuing, and following the expiration of any applicable cure period set forth therein, Ava may perform any and all of the following actions: (i) suspend performance under this Agreement; (ii) accelerate all amounts owing between the Parties; (iii) withhold all payments due to City under this Agreement; (iv) terminate this Agreement upon providing written notice to City, and upon any such termination, demand payment from City of the City Termination Payment; and/or (v) exercise any other right or remedy available at law or in equity, except to the extent such remedies are expressly limited under this Agreement. Upon receiving payment of the City Termination Payment, Ava shall perform the Removal Services in accordance with Section 11.2 at City's sole expense.

ARTICLE 14
REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 14.1 ***Ava Representations and Warranties***. Ava represents and warrants to City the following:

(a) Valid Existence. Ava is a joint powers authority and community choice aggregator, duly organized, validly existing, and in good standing under the laws of the State of California and the rules, regulations, and orders of the CPUC, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members.

(b) No Conflicts. The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfilment of and compliance with the provisions of this Agreement by Ava will not conflict with, or constitute a breach of or a default under, any Applicable Law present in effect having applicability to Ava, the documents of formation of Ava, or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of

indebtedness, or any other agreement or instrument to which Ava is a party or by which any of its property is bound.

Section 14.2 ***City's Representations and Warranties***. City represents and warrants to Ava the following:

(a) Valid Existence. The City is a municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of California, and is qualified to conduct business in the City of Livermore.

(b) No Conflicts. The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfilment of and compliance with any provisions of this Agreement by the City will not conflict with, or constitute a breach of or a default under, any Applicable Law present in effect having applicability to the City, the documents of formation of the City, or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness, or any other agreement or instrument to which the City is a party or by which any of its property is bound.

(c) Licenses. (i) City has achieved Site Control for the Project Site such that City has the full right, power, and authority to grant the Licenses in Article 6, and (ii) such grant of the Licenses does not violate any law applicable to City or the Project Site, and is not inconsistent with and will not result in a breach or default under any agreement by which City is bound or that affects the Project Site.

(d) Other Agreements. Neither the execution and delivery of this Agreement by City nor the performance by City of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which City is a party or by which City is bound.

(e) Accuracy of Information. All information provided by City to Ava, as it pertains to (i) the Project Site, (ii) the Improvements on which the Project is to be installed, if applicable, (iii) City's planned use of the Project Site and any applicable Improvements, and (iv) City's estimated electricity requirements, if provided, is accurate in all material respects.

(f) City Status. City is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company. City is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

(g) Limit on Use. No portion of the electricity generated by the Project shall be used to heat a swimming pool.

Section 14.3 ***General Covenants***. Each Party covenants to and for the benefit of the other Party that throughout the Term:

(a) Each Party shall maintain (or obtain from time to time, as required) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement.

(b) Each Party shall undertake its obligations under this Agreement in compliance with (i) all Applicable Law (including, but not limited to, those related to workplace safety, employment discrimination, prevailing wage, non-discrimination and non-preference, and conflicts of interest), Prudent Operating Practices, (ii) all applicable operating policies, criteria, rules, guidelines, tariffs and protocols of the CAISO and the Local Electric Utility, and (iii) all applicable requirements of the CPUC, CARB, FERC, NERC, and WECC (including WECC Scheduling Practices).

Section 14.4 ***Covenants of Ava***. Ava covenants to and for the benefit of City that throughout the Term:

(a) None of Ava, its employees, contractors, or agents have been suspended, debarred, or excluded from, or ineligible from, receiving federal or state funds. Ava shall notify City if Ava is suspended, barred, excluded, or determined to be ineligible for receiving state or federal funds at any time during the Term within thirty (30) days of Ava obtaining knowledge thereof.

(b) All personnel performing operation and maintenance services for the Projects shall be licensed and in good standing, and sufficiently qualified, experienced, and trained in accordance with Prudent Operating Practices.

(c) Pursuant to the Developer Agreement, starting on the Commercial Operation Date, Ava shall require Developer to post and maintain a performance security deposit of two hundred dollars ($200) per kW of capacity for each Project ("**Developer Performance Security**") until all of Developer's payment and performance obligations under the Developer Agreement have been satisfied in full. Per the terms of the Developer Agreement, Ava shall be entitled to draw on such Developer Performance Security for a Project to satisfy any damages or other amounts owed by Developer to Ava under the Developer Agreement, including as reimbursement for Removal Costs.

ARTICLE 15
INSURANCE

At all times during the Term, the Parties shall maintain the following insurance, as applicable:

Section 15.1 ***Ava's Insurance***. Ava shall cause Developer to obtain and maintain the policies of insurance in amounts and with coverage as set forth in **Exhibit IV** of the applicable Addendum for the Term of this Agreement.

Section 15.2 ***City's Insurance***. City is a self-insured public agency. Upon Ava's or Developer's request, City shall deliver to Ava or Developer certificates of insurance evidencing the insurance coverage.

ARTICLE 16
INDEMNIFICATION AND LIMITATIONS OF LIABILITY

Section 16.1 ***Indemnity by the Parties***. To the fullest extent permitted by law, each Party ("**Indemnifying Party**") shall defend, indemnify, and hold harmless, with counsel of its own choosing (subject to terms of the next paragraph), the other Party, and its successors and assigns, and their elected officials, officers, directors, employees, agents, affiliates and representatives (each, an "**Indemnified Party**") from and against any and all third-party claims, liability or losses ("**Claims**"), including but not limited to those losses arising from (i) personal injury or death, (ii) damage to property, (iii) taxes for which the Indemnifying Party is responsible under this Agreement, (iv) fines or penalties payable by the Indemnified Party, or (v) any other actions resulting in damages, losses or liabilities, to the extent such losses result from or arise out of or in any way are connected with the Indemnifying Party's performance of this Agreement or, in the case of Ava, (a) City's use of any service, technology, or good provided by Ava to City under this Agreement infringes any patent, trademark, copyright, or other intellectual property right, including trade secret rights or rights of a third party, except as may arise solely from the negligence, willful misconduct, or violation of law by the Indemnified Party, its officers, employees, subcontractors, or agents, or (b) City's damages stemming from failure to release specific records pursuant to the California Public Records Act at Ava's direction that City not release such specific requested records related to this Agreement to the public. Notwithstanding the above, an Indemnifying Party shall not be required to defend, indemnify, and hold harmless an Indemnified Party for the Indemnified Party's own negligent acts, omissions, or willful misconduct. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense, or liability attributable to that Party's negligence.

(a) Design Professional Services. To the extent that a portion of Ava's services under this Agreement are design professional services subject to Civil Code Section 2782.8, and to the extent that a particular claim or litigation arises from such design professional services, Ava's obligations under this Section 16.1(a) shall be subject to any applicable limitations mandated by Civil Code Section 2782.8.

Section 16.2 ***Notice and Participation in Third Party Claims***. The Indemnified Party shall give the Indemnifying Party written notice with respect to any liability asserted under a Claim as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 16.2 unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section 16.2 for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.

All of the Parties' obligations under this Section 16.2 are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

Section 16.3 ***Environmental Indemnification***.

(a) Ava Indemnity. Ava shall cause Developer to indemnify, defend, and hold harmless all of City's Indemnified Parties from and against all liabilities arising out of or relating to the existence at, on, above, below, or near the Project Site of any Hazardous Substance to the extent deposited, spilled, or otherwise caused by Developer, Ava, or any of their contractors, agents or employees, to the extent such liabilities do not result from the gross negligence or willful misconduct of City.

(b) City Indemnity. City shall indemnify, defend, and hold harmless Developer and all of Ava's Indemnified Parties from and against all liabilities arising out of or relating to the existence at, on, above, below, or near the Project Site of any Hazardous Substance, except to the extent deposited, spilled, or otherwise caused by Developer, Ava, or any of their contractors, agents or employees, to the extent such liabilities to not result from the gross negligence or willful misconduct of Developer or Ava.

(c) Notice. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Project Site generally or any deposit, spill, or release of any Hazardous Substance.

Section 16.4 ***Limitations on Liability***.

(a) No Consequential Damages. EXCEPT TO THE EXTENT (i) PART OF AN EXPRESS REMEDY OR EXPRESS MEASURE OF DAMAGES HEREIN, INCLUDING ANY TERMINATION PAYMENT, (ii) PART OF A THIRD PARTY INDEMNITY CLAIM, OR (iii) RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT BY STATE, IN TORT OR IN CONTRACT.

(b) Cumulative Remedies. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NON-EXCLUSIVE, THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY, PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED.

(c) Exclusive Remedies. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE RIGHTS OF THE NON-DEFAULTING PARTY AND THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT, AS THE SOLE AND EXCLUSIVE FULL, AGREED UPON

AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED.

(d) Limitation on Ava Liability Prior to COD. Notwithstanding anything herein to the contrary, with respect to each Project, Ava's liability for COD Delay Damages shall by capped in the aggregate at an amount equal to the Developer Performance Security.

ARTICLE 17
CHANGE IN LAW; COMPLIANCE EXPENDITURE CAP

Section 17.1 ***Changes in Law***. Subject to Section 17.2 below, in the event that any Change in Law occurring after the Effective Date results in this Agreement or any provisions hereof becoming incapable of being performed or administered, then either Party may request that Ava and the City enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, the Parties shall engage in such negotiations in good faith. If the Parties are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Section 20.3. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure Event, and (ii) all unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution. Notwithstanding the foregoing, in the event of any tariff enacted or imposed by a Governmental Authority after the Effective Date that results in a reasonably documented material increase to EPC Contractor's costs under the EPC Contract ("**Tariff Costs**"), then, Ava may revise the Tranche A PPA Rate to reflect the full amount of such Tariff Costs, so long as such revised Tranche A PPA Rate provides the City Portfolio with estimated Optimization Savings that result in cost neutrality; provided, however, in the event that the revised Tranche A PPA Rate would cause estimated Optimization Savings to no longer be neutral, the Parties may, upon mutual agreement, (x) terminate or withdraw one or more Project(s) from the City Portfolio in order to achieve estimated Optimization Savings that result in cost neutrality over the Portfolio Delivery Period at such increased Tranche A PPA Rate, upon which such revised Tranche A PPA Rate shall take effect under this Agreement, or (y) terminate the entire City Portfolio, if it is impossible to achieve cost neutrality for any Projects under the revised Tranche A PPA Rate (in the case of (x) or (y), a "**Tariff Termination**"). Any adjustment to the Tranche A PPA Rate made in accordance with this Section 17.1 shall be reflected in an amendment executed by both Parties in accordance with Section 20.18.

Section 17.2 ***Compliance Expenditure Cap***. With respect to each Project, if a Change in Law has increased Ava's known or reasonably expected costs to comply with its obligations under this Agreement or the applicable PSA (any action required to be taken by Ava to comply with such Change in Law, a "**Compliance Action**"), then the Parties agree that the maximum amount of costs and expenses Ava shall be required to bear during the Project Term to comply with all such obligations shall be capped at one hundred dollars ($100) per kW of such Project's Guaranteed Nameplate Capacity or Storage Inverter Power, as applicable, in aggregate over the Project Term

(the "**Compliance Expenditure Cap**"). If Ava reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Ava shall provide notice to the City of such anticipated out-of-pocket expenses. If, within ten (10) Business Days after receiving Ava's notice, the City does not agree in writing to reimburse Ava for all costs and expenses of Compliance Actions in excess of the Compliance Expenditure Cap, Ava's obligation to take any and all applicable Compliance Actions, and deliver any and all Product that may not be delivered in the absence of such Compliance Actions, shall be waived.

ARTICLE 18
ASSIGNMENT AND FINANCING

Section 18.1 ***Assignment***.

(a) Restrictions on Assignment. This Agreement may not be assigned, in whole or in part, by City. Ava may, by providing prior written notice to City, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to any (i) Financing Party, (ii) entity through which Ava is obtaining financing from a Financing Party, or (iii) California joint powers authority (each, a "**Permitted Assignee**"); provided, that, Ava is not released from liability hereunder as a result of any assignment to a joint powers authority unless such joint powers authority assumes Ava's obligations hereunder by binding written instrument. Ava will provide prior written notice to City of any assignment of the Agreement by the Developer.

(b) Successors and Permitted Assignees. This Agreement is binding on and inures to the benefit of successors and Permitted Assignees.

Section 18.2 ***Financing and Collateral Assignment***. The Parties acknowledge that Ava and/or Developer may obtain debt or equity financing or other credit support from lenders, investors, including tax equity investors, or other third parties (each a "**Financing Party**") in connection with the installation, construction, ownership, operation, and maintenance of the Projects, and that Ava's obligations under the financing documents may be secured by, among other collateral, a pledge or collateral assignment of Ava's rights under this Agreement. Ava shall promptly notify City of the identity of any Financing Party retained by Ava or Developer under this Section 18.2.

Section 18.3 ***Termination Requires Consent***. Ava and City agree that any right of Ava to terminate this Agreement is subject to the prior written consent of any Financing Party.

ARTICLE 19
CONFIDENTIALITY

Section 19.1 ***Confidential Information***. To the maximum extent permitted by Applicable Law, if either Party provides Confidential Information to the other or, if in the course of performing under this Agreement or negotiating this Agreement, a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Ava, financing, of this Agreement.

(a) Confidential Information does not include any information that (i) becomes publicly available other than through breach of this Agreement, (ii) is required to be disclosed to a Governmental Authority under Applicable Law or pursuant to a validly issued subpoena, (iii) is independently developed by the receiving Party, or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by Applicable Law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by Applicable Law.

(b) The Parties acknowledge and agree that the Agreement and any transaction entered into in connection herewith are subject to the requirements of the California Public Records Act (Government Code Section 7920.000 et seq.). In order to designate information as confidential, the disclosing Party must clearly stamp and identify the specific portion of the material designated with the word "confidential." The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as "confidential" that clearly contain information that is not Confidential Information.

Section 19.2 ***Permitted Disclosures***. Notwithstanding Section 19.1:

(a) A Party may provide such Confidential Information to its affiliates and to its and its affiliates' respective officers, directors, members, managers, employees, agents, contractors, consultants, counsel, and Financing Parties, and their respective consultants and counsel (collectively, "**Representatives**"), and potential direct or indirect assignees of this Agreement, if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any Person to whom that Party discloses Confidential Information; and

(b) Upon request or demand made to either Party hereto by a validly issued subpoena or any third party not a Party hereto and not otherwise subject to the provisions of Section 19.2(a) pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information ("**Requested Confidential Information**"), the disclosing Party shall, as soon as practical, prior to releasing any Requested Confidential Information, notify the other Party in writing via electronic mail that such request has been made. The other Party shall be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release of the Requested Confidential Information to the third party by the disclosing Party. If the other Party takes no such action within ten (10) days after receiving the foregoing notice from the disclosing Party, the disclosing Party shall, at its discretion, be permitted to comply with the third party's request or demand and is not required to defend against it. If the other Party takes or attempts to take such action, the disclosing Party shall provide timely and reasonable cooperation to the other Party, if requested by the other Party, and the other Party agrees to indemnify and hold harmless the disclosing Party and its Representatives from any claims, liability, award of attorneys' fees or damages, and to defend any action, claim or lawsuit brought against any of the disclosing Party or its Representatives for the disclosing Party's refusal to disclose any Requested Confidential Information.

Section 19.3 ***Miscellaneous***. All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed, at the receiving Party's option, after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Article 19 by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Article 19. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 19 but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two years.

Section 19.4 ***Goodwill and Publicity***. Neither Party may (i) make any press release or public announcement of the specific terms of this Agreement or the use of renewable energy or storage involving this Agreement (except for filings or other statements or releases as may be required by Applicable Law) or (ii) use any name, trade name, service mark, or trademark, as applicable, of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the Project and its use, and each Party may promptly review, comment upon, and approve any publicity materials, press releases, or other public statements before they are made. Notwithstanding the above, Ava is entitled to place signage on the Project Site with written approval from City reflecting its association with the Project and to make public statements regarding the transactions contemplated by this Agreement and the Project and its use as part of Ava's monthly, public board meetings. Ava may not use the name of City or reference any endorsement from City in any fashion for any purpose without the prior express written consent of City.

ARTICLE 20
GENERAL PROVISIONS

Section 20.1 ***Interpretation***. Unless otherwise defined or required by the context in which any term appears: (i) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement; (ii) the singular includes the plural and vice versa; (iii) the words "herein," "hereof", and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (iv) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time; (v) the words "include," "includes" and "including" mean include, includes and including "without limitation;" (vi) references to "or" shall be deemed to be disjunctive but not necessarily exclusive (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or"); (vii) words "herein," "hereunder," and "hereof" refer to the provisions of this Agreement as a whole and not to any particular portion or provision of this Agreement and (viii) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders, and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires. The captions or headings in this Agreement are strictly for convenience and will not be considered in

interpreting this Agreement. As used in this Agreement, "dollar" and the "$" sign refer to United States dollars.

Section 20.2 ***Choice of Law; Venue***. The law of the State of California governs all matters arising out of this Agreement without giving effect to conflict of laws principles. In the event that a suit is brought by either Party hereunder, the Parties agree that venue shall be exclusively vested in the state courts of California in the County of Alameda, or if federal jurisdiction is appropriate, exclusively in the United States District Court in the Northern District of California.

Section 20.3 ***Dispute Resolution***. The Parties shall negotiate in good faith and attempt to resolve expeditiously and inexpensively any dispute, controversy, or claim arising out of or relating to this Agreement (a "**Dispute**") within fifteen (15) days after the date that a Party gives written notice of such Dispute to the other Party. If the Parties are unable to resolve a Dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after submission of notice of the Dispute, the Parties shall submit the Dispute to mediation prior to seeking any and all remedies available at law in or equity. The Parties will cooperate in selecting a qualified neutral mediator selected from a panel of neutrals and in scheduling the time and place of the mediation as soon as reasonably possible, but in no event later than thirty (30) days after the request for mediation is made. The Parties agree to participate in the mediation in good faith and to share the costs of the mediation, including the mediator's fee, equally, but such shared costs shall not include each Party's own attorneys' fees and costs, which shall be borne solely by such Party. If the mediation is unsuccessful, then either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement.

Section 20.4 ***Notices***. All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier or five days after deposit in the mail. Notices must be sent to the Person identified on **Exhibit V** at the addresses set forth on **Exhibit V**. Each Party may designate a different Person and address by sending written notice to the other Party, to be effective no sooner than ten days after the date of submission of such notice designating a different Person and address.

Section 20.5 ***Survival***. The provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation the provisions enumerated in this Section 20.5, will survive termination of this Agreement:

(a) obligations to pay by either Party that have accrued prior to termination or expiration;

(b) obligations to repair damage caused by either Party under Article 7, Article 8 or otherwise;

(c) Section 5.6 (Pass Through Damages);

(d) Section 5.7 (Books and Records);

(e) Section 11.2 (Removal);

(f) Section 11.3 (Abandonment);

(g) Section 11.4 (Ava Removal Security)

(h) Article 13 (Defaults, Remedies, and Damages);

(i) Article 14 (Representations, Warranties, and Covenants);

(j) Article 16 (Indemnification and Limitations of Liability);

(k) Article 19 (Confidentiality); and

(l) Article 20 (General Provisions).

Section 20.6 ***Compliance with All Laws***. The Parties shall at all times comply with all Applicable Laws. City shall at all times keep Ava fully informed of City's charter, codes, ordinances, and regulations and of all state and federal laws in any manner affecting the performance of this Agreement to ensure that the Parties shall at all times comply with all applicable local codes, ordinances, and regulations, as they may be amended from time to time. Examples of such regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq., the Fair Packaging and Labeling Act, and the standards and regulations issued there under.

Section 20.7 ***Good Faith & Fair Dealing***. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever this Agreement requires the consent, approval or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

Section 20.8 ***Cooperation***. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

Section 20.9 ***Construction***. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

Section 20.10 ***Non-Discrimination***. Ava shall comply with all Applicable Laws, including City's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et seq.); and

California Labor Code Sections 1101 and 1102. Ava shall not discriminate (i) against any subcontractor, employee or applicant for employment or (ii) in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations or marital status in the recruitment or selection for training, including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation.

Section 20.11 ***Non-Exclusive Contract***. This Agreement does not establish an exclusive contract between the City and Ava for the purchase of electricity or power or any services. To the extent that the City has remained in compliance with and has not defaulted under any terms of this Agreement, the City expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide electricity, products, support and services; the right to request proposals from others with or without requesting proposals from Ava; and the unrestricted right to bid any such product, support or service.

Section 20.12 ***Further Assurances***. Each Party shall provide such information, execute and deliver any instruments and documents, and take such other actions as may be reasonably requested by the other Party, which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

Section 20.13 ***Waivers***. No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 20.14 ***Non-Dedication of Projects***. Nothing in this Agreement may be construed as the dedication by either Party of its Projects or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's Projects or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Ava is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Ava does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Ava may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and remove the Project in accordance with Section 11.2 of this Agreement.

Section 20.15 ***Service Contract***. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. City shall not take the position on any tax return or in any other filings suggesting that it is anything other than a City of electricity from the Project.

Section 20.16 ***No Agency, Lease, Joint Venture or Partnership***. No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other. Ava shall perform pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of City. Ava shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between City and Ava. No Person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of City, nor shall any such Person be entitled to any benefits available or granted to employees of City. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Ava's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Ava performs work under this Agreement.

Section 20.17 ***Account Manager***. Ava must assign an account manager to City to facilitate the contractual relationship and to be fully responsible and accountable for fulfilling City's requirements. Ava represents and warrants that such account manager will ensure that City receives adequate support, problem resolution assistance, and required information on a timely basis.

Section 20.18 ***Entire Agreement, Modification, Severability***. This Agreement, together with all of the exhibits, schedules, attachments, and PSAs, constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements or other communications between the Parties, oral or written. The exhibits, schedules, attachments, and PSAs attached hereto are integral parts hereof and are made part of this Agreement by reference. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of Applicable Law.

Section 20.19 ***Forward Contract***. The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. Each Party further agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or another provision of 11 U.S.C. § 101-1532.

Section 20.20 ***No Third-Party Beneficiaries***. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Ava or City, and do not imply or create any rights on the part of, or obligations to, any other Person.

Section 20.21 ***Disentanglement***. Ava shall cooperate with City to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Ava shall cooperate with City's efforts to ensure that there is no interruption of electricity and no adverse impact on the provision of services or City's activities. Ava shall return to City all City assets or information in Ava's possession. Ava shall deliver to City or its designee, at City's request, all documentation and data related to City, including, but not limited to, City data and client files, held by Ava, and Ava shall destroy all copies thereof not turned over to City, all at no charge to City.

Section 20.22 ***Accountability***. Ava will be the primary point of contact and assume the responsibility of all matters relating to this Agreement, including those involving the manufacturer, deliverer or any subcontractor, as well as payment issues. If issues arise, Ava must act as soon as reasonably practicable to correct or resolve the issues.

Section 20.23 ***Cooperation with Review***. Ava shall cooperate with City's periodic review of Ava's performance. Such review may be conducted on a bi-annual basis, in the reasonable discretion of City, upon no less than sixty (60) days' advance written notice to Ava.

Section 20.24 ***Authority***. The signatories hereto represent and warrant that they are duly authorized on behalf of their respective entities to enter into and consummate this Agreement.

Section 20.25 ***Counterparts***. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that the digital signatures of the signatories included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by Applicable Law.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

CITY OF LIVERMORE	**AVA COMMUNITY ENERGY, A CALIFORNIA JOINT POWERS AUTHORITY**
By: _____	By: _____
Name: Marianna Marysheva	Name: Howard Chang
Title: City Manager	Title: Chief Executive Officer
	APPROVED AS TO FORM:
By: _____	By: _____
Name: Jason R. Alcala	Name: Inder Khalsa
Title: City Attorney	Title: General Counsel
	Date: _____

Schedule I

Defined Terms

"**Adjusted Energy Production**" has the meaning set forth in Section 8.1(a)

"**Adverse Effect**" has the meaning set forth in Section 7.6.

"**Adverse Environmental Conditions**" means (i) the existence or the continuation of the existence of Environmental Contamination (including, without limitation, a sudden or non-sudden accidental or non-accidental Environmental Contamination), or exposure to or release of any substance, chemical, material, pollutant, Hazardous Substance, odor or audible noise or other release or emission in, into or onto the environment at, in, by or related to the Project Site, (ii) the environmental aspect of the transportation, storage, treatment or disposal or materials in connection with the Project, or (iii) the violation, or alleged violation, of any Environmental Law, permits or licenses of, by or from any Governmental Authority relating to environmental matters connected with the applicable Project Site.

"**Affected Projects**" has the meaning set forth in Section 10.5.

"**Agreement**" has the meaning set forth in the Preamble.

"**AHJ**" means any Governmental Authority, agency, organization, office or Person responsible for (i) enforcing the requirements of a statute, regulation, code or standard, (ii) issuing a Governmental Approval, or (iii) or for approving equipment, materials, an installation or a procedure in relation to a Project.

"**Ancillary Services**" means operating reserves, regulation, black-start capability, reactive supply, voltage control, frequency response, contingency reserves, other products associated with electric generation and Energy that a Project is capable of providing and all other beneficial attributes and outputs of the Project not required for the operation of the Project.

"**Annual Escalator**" has the meaning set forth in Section 5.1(a)(i).

"**Applicable Law**" means all national, state, local or municipal laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, Governmental Approvals, licenses, permits, directives, and requirements of all regulatory and other Governmental Authorities.

"**Attestation Form**" means documentation provided by Ava to City transferring title to the RECs, specifying the Project, REC quantity, and REC vintage with respect to the RECs sold herein.

"**Ava**" has the meaning set forth in the Preamble.

"**Ava Event of Default**" means an Ava Portfolio Default or an Ava Project Default, or both, as the context may require.

"**Ava Pass-Through Costs**" has the meaning set forth in Section 5.6

"**Ava Portfolio Default**" has the meaning set forth in Section 13.3.

"**Ava Project Default**" has the meaning set forth in Section 13.1.

"**Ava Removal Security**" has the meaning set forth in Section 11.4.

"**Ava Termination Payment**" means the corresponding amount set forth in the schedule set forth in **Exhibit VI**.

"**Ava WREGIS Account**" has the meaning set forth in Section 9.2.

"**Avoided Utility Cost**" means the applicable amount set forth in **Exhibit I**.

"**Bankruptcy Event**" means with respect to any entity, the occurrence of any of the following: such entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such case filed against it is not dismissed in 60 days, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (e) is generally unable to pay its debts as they fall due.

"**Budgetary Non-Appropriation Event**" has the meaning set forth in Section 10.3.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in the State of California are authorized or required to close.

"**CAISO**" means the California Independent System Operator or any successor entity performing similar functions.

"**Capacity Attribute**" means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Project can accept at or deliver to the Delivery Point at a particular moment and that can be purchased and sold under CAISO market rules, including Resource Adequacy Benefits.

"**CARB**" means the California Air Resources Board.

"**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any Applicable Law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation) or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority.

"**Charging Energy**" means the PV Energy and/or grid energy, net of Station Use, delivered to the Storage Project as measured by the Meter in accordance with CAISO metering requirements and

Prudent Operating Practice, as such meter readings are adjusted pursuant to CAISO requirements for any applicable Electrical Losses.

"**City**" has the meaning set forth in the Preamble.

"**City Portfolio**" means, collectively, all Projects contemplated under this Agreement.

"**City Portfolio Default**" has the meaning set forth in Section 13.7.

"**City Project Default**" has the meaning set forth in Section 13.5.

"**City WREGIS Account**" has the meaning set forth in Section 9.2.

"**City-Requested Outage**" has the meaning set forth in Section 7.8.

"**City Termination Payment**" means the corresponding amount set forth in the schedule set forth in **Exhibit VII**.

"**Claims**" has the meaning set forth in Section 16.1.

"**COD Delay Cure Period**" means a period of up to one hundred twenty (120) days.

"**COD Delay Damages**" means, with respect to each Project, for each day after the Commercial Operation Deadline that the applicable Project has not achieved COD, liquidated damages in an amount equal to the Pass-Through Damages received from Developer pursuant to the Developer Agreement, less any reasonably incurred Ava Pass-Through Costs calculated in accordance with Section 5.6.

"**COD Delay Notice**" has the meaning set forth in Section 4.6(c).

"**Commercial Operation**" means that the Project is mechanically complete, capable of providing electricity to the Delivery Point at the capacity specified on the applicable Project Site Addendum, subject to the caveats set forth in this Agreement, and has permission to operate from the relevant Governmental Authority. The Project is fully operational, reliable, and interconnected, fully integrated and synchronized with the distribution system.

"**Commercial Operation Date**" or "**COD**" means, for each Project, the date upon which Commercial Operation has been achieved, as indicated via written notice from Ava to the City in accordance with Section 4.6(d).

"**Commercial Operation Deadline**" has the meaning set forth in Section 4.6(a).

"**Commissioning Test**" has the meaning set forth in Section 4.6(d).

"**Compliance Action**" has the meaning set forth in Section 17.2.

"**Compliance Expenditure Cap**" has the meaning set forth in Section 17.2.

"**Confidential Information**" means, whether oral or written, which is delivered by the receiving Party or learning Party, including information that either the learning Party or the receiving Party stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

"**Construction Start**" has the meaning set forth in Section 4.4(a).

"**Construction Start Date**" has the meaning set forth in Section 4.4(a).

"**Contract Capacity**" means the sum of the Guaranteed Nameplate Capacity of each Generating Project and Storage Inverter Power of each Storage Project within the City Portfolio.

"**Contract Month**" means any calendar month during the Term, commencing on the first calendar month to occur subsequent to the Commercial Operation Date of the first Project to achieve COD hereunder.

"**Contract Price**" means the Tranche A PPA Rate or the Storage Rate, or both, as the context may require.

"**Contract Year**" means any consecutive twelve (12)-month period during the Term, commencing on the Commercial Operation Date of the first Project to achieve COD and ending on the last day of such twelve (12)-month period.

"**CPUC**" means the California Public Utilities Commission or any successor agency performing similar statutory functions.

"**Credit Downgrade Event**" means (a) the long-term, senior, unsecured debt rating of Ava (i) falls below BBB- from S&P and (ii) Baa3 from Moody's, or (b) Ava is no longer rated by either of S&P and Moody's.

"**Critical Milestones**" means the Construction Start Date and the Commercial Operation Deadline.

"**Defaulting Party**" means any Party with respect to which an Event of Default has occurred and is ongoing.

"**Delivery Equipment**" means utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, and other necessary appurtenances.

"**Delivery Period**" has the meaning set forth in Section 3.1.

"**Delivery Point**" means, with respect to each Project, the point where such Project is interconnected to City's existing electrical system.

"**Design Plan**" has the meaning set forth in Section 4.3.

"**Developer**" means, [Green Bridge], a [_____], or any successor thereto, in each case, with whom Ava is contracting for the installation, construction, operation, and maintenance of the Project.

"**Developer Agreement**" has the meaning set forth in Section 2.1.

"**Developer Performance Security**" has the meaning set forth in Section 14.4(c).

"**Discharging Energy**" means, with respect to a Storage Project, all Energy delivered to the applicable Delivery Point from the Storage Project, as measured by the Meter in accordance with CAISO metering requirements and Prudent Operating Practices, adjusted pursuant to CAISO requirements for any applicable Electrical Losses.

"**Dispute**" has the meaning set forth in Section 20.3.

"**Early Termination Event**" has the meaning set forth in Section 3.2(a).

"**Effective Date**" has the meaning set forth in the Preamble.

"**Electrical Losses**" means all transmission or transformation losses between the Project and the Delivery Point, including, as applicable, losses associated with (i) delivery of PV Energy to the Delivery Point, (ii) delivery of Charging Energy to the Storage Project, (iii) conversion of Charging Energy into Discharging Energy, and (iv) delivery of Discharging Energy to the Delivery Point.

"**Energy**" means electrical energy generated by the Generating Project.

"**Environmental Contamination**" means the presence of a Hazardous Substance in a concentration exceeding legally allowable limits in violation of Applicable Law, including Environmental Law.

"**Environmental Law**" means any Applicable Law related to (a) the prevention, abatement or elimination of pollution, (b) the protection or preservation of the environment (including air, soil, land surface, subsurface strata, ground water, surface water, coastal water, and wetlands), wildlife (including endangered, threatened or protected species, migratory birds and bald or golden eagles), wildlife habitat, cultural resources, or natural resources, and (c) the use, generation, handling, treatment, storage, disposal, release, transportation or regulation of, or exposure to, Hazardous Substances.

"**EOD Relocation Event**" has the meaning set forth in Section 11.1.

"EPC Contract" means, with respect to each Project, one or more commercially negotiated contract(s) for the engineering, procurement, construction, and installation of the applicable Project, which shall be entered into by and between Developer and an EPC Contractor.

"**EPC Contractor**" means Gridscape Solutions, Inc., or any other contractor proposed by Developer and approved by Ava in its reasonable discretion.

"**Error-Free**" means the Project Equipment (i) is free from material defects in design, materials, and workmanship, (ii) substantially conforms to the specifications set forth in this Agreement, including the Design Plan, and (iii) functions as designed.

"**Estimated Construction Start Date**" has the meaning set forth in the applicable PSA.

"**Event of Default**" means an Ava Event of Default or a City Event of Default, as the context may require.

"**Exclusive License**" has the meaning set forth in Section 6.1(f).

"**Excused Storage Event**" has the meaning set forth in Section 8.2(a).

"**Expected Annual Contract Quantity**" has the meaning set forth in **Exhibit I**.

"**FERC**" means the Federal Energy Regulatory Commission.

"**Financing Party**" has the meaning set forth in Section 18.2.

"**FM Delay Cure Period**" has the meaning set forth in Section 4.6(b).

"**Force Majeure Delay**" has the meaning set forth in Section 4.6(b).

"**Force Majeure Event**" means any event or circumstance beyond the reasonable control of and without the fault or negligence of the affected Party, including, without limitation: tornado, hurricane, lightning, tsunami, flood, earthquake or other acts of God; fire; explosion; invasion, acts of terrorism, war (declared or undeclared) or other armed conflict; riot, revolution, insurrection or similar civil disturbance; global pandemic (except as excluded below); sabotage; strikes, walkouts, lock-outs, work stoppages or other labor disputes (in each case, not attributable to the actions of Ava); and action, inaction or restraint by a Governmental Authority, other than the City, that materially impairs the affected Party's ability to perform its obligations under this Agreement, provided that the affected Party used and continues to use commercially reasonable efforts to timely request and diligently pursue the applicable action or inaction of such Governmental Authority, and understanding that any exercise of City Permitting Authority that prevents an affected Party from performing its obligations hereunder will be governed by Section 10.4. Notwithstanding the foregoing, none of the foregoing shall constitute Force Majeure Events: (i) Ava's ability to sell, or City's ability to purchase the Product, or any portion thereof, at a more advantageous price than what is provided under this Agreement; (ii) inability to obtain any supply of goods or services, unless due to an independent Force Majeure Event; (iii) economic hardship, including lack of money; (iv) the increased costs of electricity, materials, equipment, steel, labor services or transportation; (v) delays in customs or similar regulatory clearance, unless due to an independent Force Majeure Event; or (vi) any equipment failure, unless due to an independent Force Majeure Event.

"**Force Majeure Failure**" has the meaning set forth in Section 10.2.

"**Forced Outage**" means an unexpected failure of one or more components of the Project that prevents Ava from generating Energy or making Project Energy available at the Delivery Point and that is not the result of a Force Majeure Event.

"**Forward Certificate Transfers**" has the meaning set forth in the WREGIS Operating Rules.

"**Generating Project**" has the meaning set forth in the Recitals.

"**Governmental Approval**" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions, notices to and declarations of or with any Governmental Authority and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable Environmental Law, that are required for the development, use, and operation of any Project hereunder.

"**Governmental Authority**" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental AHJ or effective control over a Party.

"**Grid Services**" has the meaning set forth in Section 9.4.

"**Guaranteed Energy Damages**" means liquidated damages in an amount equal to the product of (a) the applicable Avoided Utility Cost, multiplied by (b) the Guaranteed Energy Shortfall.

"**Guaranteed Energy Damages Cap**" has the meaning set forth in Section 8.1(b)(i).

"**Guaranteed Energy Production**" has the meaning set forth in Section 8.1(a).

"**Guaranteed Energy Shortfall**" means, with respect to each year in any Performance Measurement Period, the difference between (a) the product of (i) Expected Annual Contract Quantity, and (ii) 0.85; and (b) the Adjusted Energy Production; provided, if the foregoing formula results in a negative number, the Guaranteed Energy Shortfall shall be zero (0) kWh.

"**Guaranteed Nameplate Capacity**" has the meaning set forth on the applicable PSA.

"**Guaranteed Storage Availability**" has the meaning set forth in Section 8.2(a)

"**Guaranteed Storage Damages**" has the meaning set forth in Section 8.2(b)(i).

"**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

"**Improvements**" means any buildings and other improvements on the Project Site other than the Project or the Project Equipment.

"**Incentives**" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the Project such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the Project, (iii) investment tax credits, production tax credits, and similar tax

credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the Project (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the Project, provided that Incentives shall not include RECs.

"**Indemnified Party**" has the meaning set forth in Section 16.1.

"**Indemnifying Party**" has the meaning set forth in Section 16.1.

"**Initial Term**" has the meaning set forth in Section 3.1.

"**Insolation**" has the meaning set forth in Section 7.4.

"**Installed Capacity**" means, with respect to any Project that has achieved COD, the maximum dependable operating capability of such Project to deliver Project Energy at the Meter, and adjusted for Electrical Losses to the Delivery Point (up to but not in excess of the Project Capacity).

"**Installed Capacity Certificate**" means a certificate issued by a Licensed Professional Engineer confirming the Installed Capacity of the Project.

"**Interconnection Agreement**" means the interconnection agreement entered into by Developer pursuant to which the Project will be interconnected with the Transmission System, and pursuant to which Developer's interconnection Projects and any other interconnection Projects will be constructed, operated, and maintained during the Term.

"**Interest Rate**" has the meaning set forth in Section 5.3.

"**Invoice Information**" has the meaning set forth in Section 5.2.

"**Joint Powers Act**" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).

"**Joint Powers Agreement**" means that certain Joint Powers Agreement dated December 1, 2016, as amended from time to time, under which Ava is organized as a joint powers authority in accordance with the Joint Powers Act.

"**kW**" means kilowatt in alternating current, unless expressly stated in terms of direct current.

"**kWh**" means kilowatt-hour in alternating current, unless expressly stated in terms of direct current.

"**Lawful Permitting Denial Event**" has the meaning set forth in Section 10.4.

"**Letter of Credit**" means an irrevocable, standby letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- without an outlook designation of "stable" from S&P or A3 with an outlook designation of "stable" from Moody's, the form of which shall be mutually agreeable to the Parties.

"**License Term**" has the meaning set forth in Section 6.1(a).

"**Licensed Professional Engineer**" means an independent, professional engineer selected by Ava and reasonably acceptable to City, licensed in the State of California.

"**Licensees**" has the meaning set forth in Section 6.1(a).

"**Licenses**" has the meaning set forth in Section 6.1(f).

"**Lien**" has the meaning set forth in Section 6.3.

"**Local Electric Utility**" means Pacific Gas and Electric Company, an investor-owned utility headquartered in San Francisco, California.

"**Lost Output**" has the meaning set forth in Section 8.1(a).

"**Meter**" has the meaning set forth in Section 12.1.

"**Modified Design Plan**" has the meaning set forth in Section 4.3.

"**Monthly Payment**" has the meaning set forth in Section 5.1(a)(ii).

"**Monthly Storage Availability**" has the meaning set forth in Section 8.2(a).

"**MSDS**" has the meaning set forth in Section 7.11.

"**NERC**" means the North American Electric Reliability Corporation.

"**No-Fault Relocation Event**" has the meaning set forth in Section 11.1.

"**Non-Appropriation Period**" has the meaning set forth in Section 10.3.

"**Non-Appropriation Start Date**" has the meaning set forth in Section 10.3.

"**Non-Defaulting Party**" means, with respect to the occurrence of any Event of Default, the Party that is not the Defaulting Party in connection with such Event of Default.

"**Non-Exclusive License**" has the meaning set forth in Section 6.1(a).

"**On-Site Services**" has the meaning set forth in Section 7.10(a).

"**On-Site Contractor**" has the meaning set forth in Section 7.10(a).

"**Optimization Savings**" has the meaning set forth in Section 9.3.

"**Outage Allowance**" has the meaning set forth in Section 7.8.

"**Parties**" and "**Party**" have the meanings set forth in the Preamble.

"**Pass-Through Damages**" has the meaning set forth in Section 5.6.

"**Performance Measurement Period**" has the meaning set forth in Section 8.1(a).

"**Permitted Assignee**" has the meaning set forth in Section 18.1(a).

"**Permitting Authority**" has the meaning set forth in Section 10.4.

"**Person**" means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

"**Planned Outage**" has the meaning set forth in Section 7.7.

"**Portfolio Delivery Period**" means the period starting on the first Commercial Operation Date to occur with respect to any Project hereunder and ending upon the expiration or early termination of all Project Terms hereunder.

"**Product**" means PV Energy, Storage Capacity, and RECs.

"**Progress Report**" has the meaning set forth in Section 4.2.

"**Project"** means any individual Generating Project or Storage Project.

"**Project Energy**" means the sum of PV Energy and Discharging Energy during the monthly billing period contemplated under this Agreement, net of Electrical Losses and Station Use, as measured by the Meter, which Meter will be adjusted in accordance with CAISO meter requirements and Prudent Operating Practice to account for Electrical Losses and Station Use.

"**Project Equipment**" means PV modules, PV inverters, PV racking, battery modules, battery inverters, charge controllers, electrical panels, electrical disconnects, electric meters, transformers, and any other supporting equipment, structures, and security features, each to the extent applicable for any given Project.

"**Project Monthly Payment**" has the meaning set forth in Section 5.1(a)(ii).

"**Project Roof**" has the meaning set forth in Section 8.3(a).

"**Project Site**" means, with respect to a Project, the real property upon which such Project shall be installed, as described or depicted in the applicable PSA.

"**Project Site Addendum**" or "**PSA**" has the meaning set forth in the Recitals.

"**Project Term**" has the meaning set forth in Section 3.1.

"**Prudent Operating Practice**" means (a) the applicable practices, methods, and acts required by or consistent with Applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the solar industry during the relevant time period with respect to

distributed generation generating projects with integrated storage in the Western United States or (b) any of the practices, methods, and acts that, in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to distributed generation generating projects with integrated storage in the Western United States. Prudent Operating Practice includes compliance with Applicable Laws, applicable reliability criteria, and the criteria, rules, and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

"**PV Energy**" means that portion of Energy that is delivered directly to the Delivery Point from a Generating Project and is not Discharging Energy.

"**PV Payment**" has the meaning set forth in Section 5.1(a)(i).

"**REC**" means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, in each case relating to the construction, ownership, use or production of energy from the Project, provided that RECs shall not include Incentives.

"**Relocation Request**" has the meaning set forth in Section 11.1.

"**Removal Costs**" has the meaning set forth in Section 11.3.

"**Removal Deadline**" has the meaning set forth in Section 11.2.

"**Removal Services**" has the meaning set forth in Section 11.2.

"**Renewal Term**" has the meaning set forth in Section 3.1.

"**Representatives**" has the meaning set forth in Section 19.2(a).

"**Requested Confidential Information**" has the meaning set forth in Section 19.2(b).

"**Resource Adequacy Benefits**" means the rights and privileges attached to the Project that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any CPUC decision and includes any local, zonal or otherwise locational attributes associated with the Project, in addition to flex attributes.

"**Roof Damage Warranty**" has the meaning set forth in Section 8.3(a).

"**Site Control**" means that City: (A) is the fee simple owner of the Project Site; or (B) is the lessee of the Project Site pursuant to a lease which (i) has a term no shorter than the duration of the Initial Term, and (ii) authorizes City to act in all manners relating to the control and operation of the Project Site.

"**Station Use**" means: (i) the Energy produced or discharged by the Project that is used within the Project to power the lights, motors, control systems, and other electrical loads that are necessary for operation of the Project; and (ii) the Energy produced or discharged by the Project that is consumed within the Project's electric energy distribution system as losses.

"**Storage Capacity**" means the maximum dependable operating capability of the Storage Project to discharge electric energy that can be sustained for four consecutive hours (in kWh).

"**Storage Inverter Power**" means the nameplate discharging power rating, in kWs, of a Storage Project, as specified in the applicable PSA.

"**Storage Payment**" has the meaning set forth in Section 5.1(a)(i).

"**Storage Project**" has the meaning set forth in the Recitals.

"**Storage Rate**" has the meaning set forth in Section 5.1(a)(i).

"**Tariff Termination**" has the meaning set forth in Section 17.1.

"**Term**" has the meaning set forth in Section 3.1.

"**Termination Payment**" means the Ava Termination Payment or City Termination Payment, or both, as the context may require.

"**Tier 1**" means, with respect to the Generating Project, any equipment offered by any Tier 1 Supplier and, with respect to a Storage Project, any battery storage system that (i) is offered by any Tier 1 Supplier, (ii) benefits from a manufacturer's warranty (including an energy retention warranty), and (iii) includes all of the components, functionality, and other material features that affect performance and the user experience (i.e., data acquisition and operating controls) of a standard, high-quality storage project.

"**Tier 1 Supplier**" means a "Tier 1 Module Manufacturer" as listed from time to time by *Bloomberg New Energy Finance's PV Market Outlook*, published on a quarterly basis, or if no longer published, a similar publication agreed upon by Ava and City in writing, and as agreed to by City.

"**Total System Benefit**" means the sum of all revenue and bill savings from Optimization Savings realized by the operation of the Project, net of any electricity expenses associated with the operation of the Project, as calculated by Ava. Total System Benefit does not include RECs or Incentives. A hypothetical calculation of Total System Benefit is as follows: (i) estimated cumulative Project Site utility expenses during the Term if the Project did not exist, less (ii) estimated cumulative Project Site utility expenses during the Term with the Project in operation, less (iii) cumulative Monthly Payments during the Term.

"**Tranche A PPA Rate**" has the meaning set forth in Section 5.1(a)(i).

"**Tranche A Project**" means a Project designated as such in the applicable PSA.

"**Tranche B Project**" means a Project designated as such in the applicable PSA.

"**Transmission System**" means the transmission Projects operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.

"**WECC**" means the Western Electricity Coordinating Council.

"**WREGIS**" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

"**WREGIS Certificate**" has the same meaning as "certificate" as defined in the WREGIS Operating Rules.

"**WREGIS Operating Rules**" means those operating rules and requirements adopted by WREGIS as of November 2024, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

EXHIBIT I

EXPECTED ANNUAL CONTRACT QUANTITY AND AVOIDED UTILTY COST

[*Attached*]

Exhibit I

Expected Annual Contract Quantity and Avoided Utility Cost

City: Livermore

Year	Expected Project Energy (kWh)	Guaranteed Project Energy (kWh)	Avoided Utility Cost $/kWh
1	4,632,440	3,937,574	$ -
2	4,609,277	3,917,886	$ -
3	4,586,115	3,898,198	$ -
4	4,562,953	3,878,510	$ 0.0153
5	4,539,791	3,858,822	$ 0.0159
6	4,516,629	3,839,134	$ 0.0164
7	4,493,466	3,819,446	$ 0.0170
8	4,470,304	3,799,759	$ 0.0176
9	4,447,142	3,780,071	$ 0.0182
10	4,423,980	3,760,383	$ 0.0188
11	4,400,818	3,740,695	$ 0.0195
12	4,377,655	3,721,007	$ 0.0202
13	4,354,493	3,701,319	$ 0.0209
14	4,331,331	3,681,631	$ 0.0216
15	4,308,169	3,661,944	$ 0.0224
16	4,285,007	3,642,256	$ 0.0231
17	4,261,844	3,622,568	$ 0.0240
18	4,238,682	3,602,880	$ 0.0248
19	4,215,520	3,583,192	$ 0.0257
20	4,192,358	3,563,504	$ 0.0266
21	4,169,196	3,543,816	$ 0.0275
22	4,146,033	3,524,128	$ 0.0284
23	4,122,871	3,504,441	$ 0.0294
24	4,099,709	3,484,753	$ 0.0305
25	4,076,547	3,465,065	$ 0.0315

EXHIBIT II

PROJECT SITE ADDENDA

[*Attached*]

Exhibit II - Livermore - Project Site Addendum Summary

City:	**Livermore**
City Effective Date:	[ ], 2025
Initial Term:	**25 years**
Cumulative Guaranteed Nameplate Capacity (kW):	**2,822.5kW**
Storage Inverter Power (kW):	**690.0kW**

Contract Capacity	**3,512.5kW**
Tranche A PPA Rate:	**$ 0.2040**
Tranche B PPA Rate:	**$ -**
Renewable Rate Escalator:	**3.50%**
Storage Rate:	**$10.00/kW-month**

Livermore Site Name	Project Address	Tranche	Project Type (Generating, Storage, Both)	Project PV Description (e.g., carport, rooftop, etc.)	Guaranteed Nameplate Capacity (kW)	Storage Inverter Power (kW)	Storage Contract Capacity (kWh)	Estimated Construction Start Date	Estimated Commercial Operation Date
Livermore City Hall	1052 S Livermore Ave. Livermore, CA 94550	Tranche A	Both	Carport	150.00kW	180.00kW	471.04kWh	7/3/2025	2/28/2026
Livermore City Council Chambers	1016 S Livermore Ave. Livermore, CA 94550	Tranche A	Both	Carport & Rooftop	56.87kW	60.00kW	163.84kWh	7/3/2025	2/28/2026
Livermore Water Treatment Plant	101 W Jack London Blvd. Livermore, CA 94551	Tranche A	Both	Carport	2,475.00kW	0.00kW	0.00kWh	4/15/2025	2/28/2026
Livermore Police Station	1110 S Livermore Ave. Livermore, CA 94550	Tranche A	Both	Rooftop	75.00kW	360.00kW	829.44kWh	7/3/2025	2/28/2026
Livermore Maintenance Service Center	3500 Robertson Park Road Livermore, CA 94550	Tranche A	Both	Rooftop	65.62kW	90.00kW	245.76kWh	7/3/2025	2/28/2026
Livermore Total:					**2,822.49kW**	**690.00kW**	**1,710.08kWh**		

Exhibit II-1

PSA for Livermore City Hall

[See following pages]

Exhibit II-1 - Project Site Addendum

Project Name	Project Type (Generating, Storage, Both)	Project PV Description (e.g., carport, rooftop, etc.)	City / Site Owner	Project Address
Livermore City Hall	Both	Carport	Livermore	1052 S Livermore Ave. Livermore, CA 94550

Tranche	Tranche A

Milestone Schedule			
Estimated Construction Start Date	**Construction Start Deadline**	**Estimated Commercial Operation Date**	**Commercial Operation Deadline**
7/3/2025	7/19/2025	2/28/2026	2/28/2026

Generating Project Terms
Guaranteed Nameplate Capacity (kW)
150.00kW

Storage Project Terms	
Storage Inverter Power (kW)	**Storage Contract Capacity (kWh)**
180.00kW	471.04kWh

Project Site Information

Project Site Description: The Project Site is the City of Livermore City Hall, located at 1052 South Livermore Avenue. The Generating Project will include PV panels located on carports on the northeast and northwest sides of the parking lot, and the Storage Project will include a battery energy storage system located at the north end of the parking lot. The Project shall be built as documented within the enclosed design plans, which are subject to further modification with City's approval.

Access Points: [*City to advise, as applicable*]

Construction Assumptions: Not applicable

Electrical Diagram: [See attached]

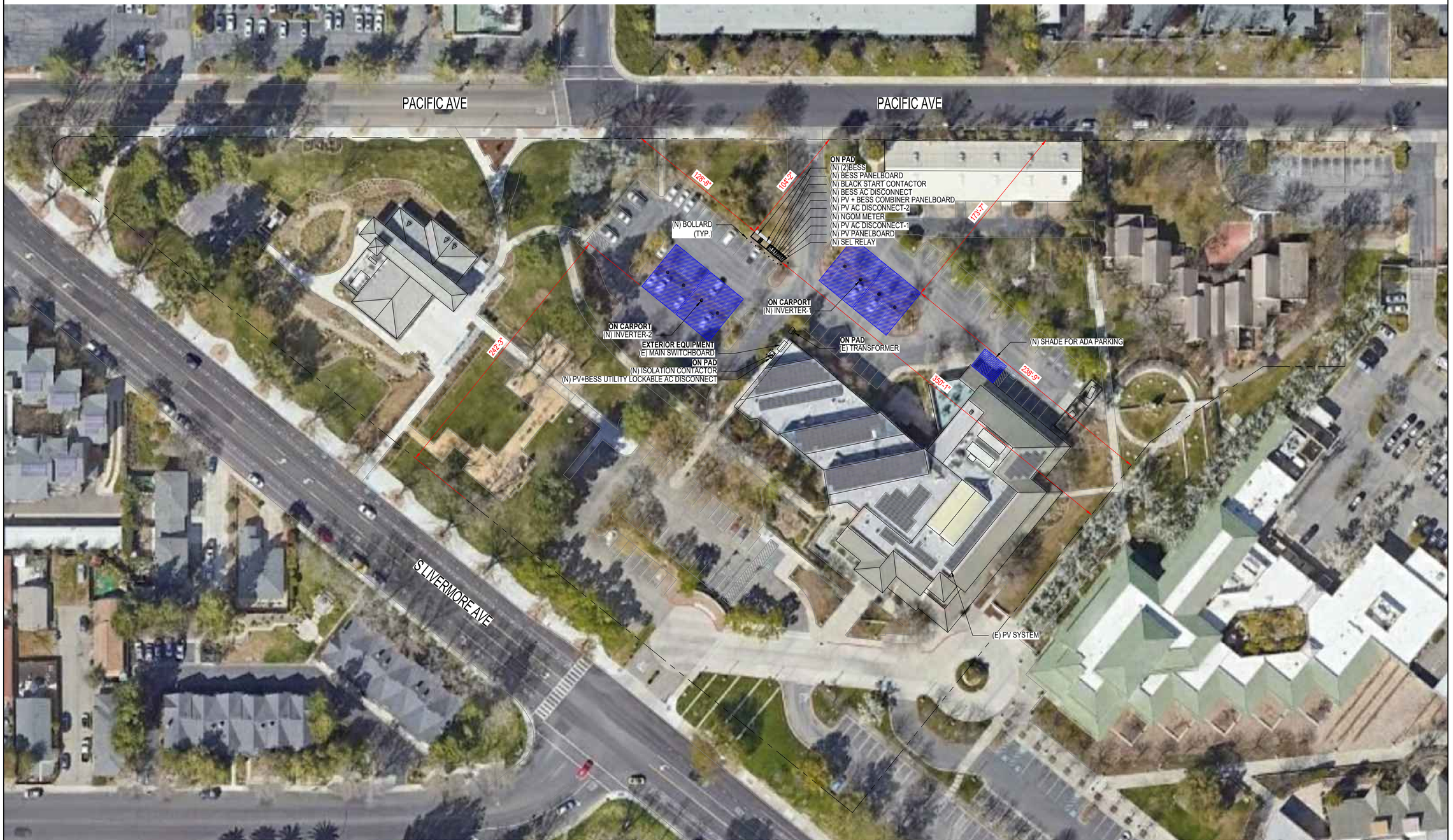
Exhibit II-1

Site Plan, Electrical Diagrams, and Metering Information for Livermore City Hall

[See following pages]

EXHIBIT A

NEW SYSTEM INFO	
PV SYSTEM SIZE	: 150.00 kWDC; 120.00 kWAC
BESS SYSTEM SIZE	: 180.00 kWAC; 471.04 kWh
PV MODULE	: (240) RUNERGY, HY-DH156N8 625 (625W)
PV INVERTER TYPE	: (02) CPS SCA60KTL-DO/US-480 (60kW)
BATTERY TYPE	: (01) GRIDSCAPE GSX200 (204.80kWh)
	: (01) GRIDSCAPE GSX260 (266.24kWh)
BATTERY INVERTER	: (02) GRIDSCAPE GS90X (90kW)



01 SITE PLAN
1" = 40'-0" 0 20' 40'

N

GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE: 510-894-6030

GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB.: #1121493
CONTACT INFO: 510-894-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	12.05.2024
B	90% DESIGN SET	12.26.2024

PROJECT

NEW PV SYSTEM: 150.00 kWDC/120.00 kWAC
NEW BESS SYSTEM: 180.00 kWAC/ 471.04 kWh

CITY HALL

1052 S LIVERMORE AVE, LIVERMORE
CA 94550

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE: SITE PLAN

(SHEET 2 OF 15)

DATE: 1.7.2025
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER: A-101

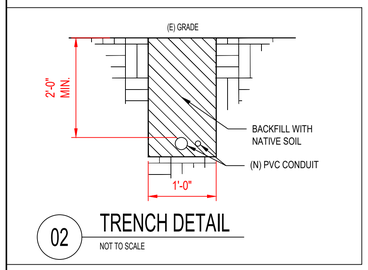
EXHIBIT A

NEW SYSTEM INFO	
PV SYSTEM SIZE	: 150.00 kWDC; 120.00 kWAC
BESS SYSTEM SIZE	: 180.00 kWAC; 471.04 kWh
PV MODULE	: (240) RUNERGY, HY-DH156N8 625 (625W)
PV INVERTERS TYPE	: (02) CPS SCA60KTL-DO/US-480 (60kW)
BATTERY TYPE	: (01) GRIDSCAPE GSX200 (204.80kWh)
	: (01) GRIDSCAPE GSX260 (266.24kWh)
BATTERY INVERTERS	: (02) GRIDSCAPE GS90X (90kW)

GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS
2. SEE SHEET T-001 FOR LEGEND OF SYMBOLS

ELECTRICAL EQUIPMENT



02 TRENCH DETAIL
NOT TO SCALE

CARPORT ARRAY 1 - 37.5 kW
[x60] (N) MODULES
TILT: 10 DEGREES
AZIMUTH: 219 DEGREES

CARPORT ARRAY 2 - 37.5 kW
[x60] (N) MODULES
TILT: 10 DEGREES
AZIMUTH: 219 DEGREES

37'-7" (TYP.)

1' (TYP.)

ON PAD
(N) (2)BESS
(N) BESS PANELBOARD
(N) BLACK START CONTACTOR
(N) PV + BESS COMBINER PANELBOARD
(N) BESS AC DISCONNECT
(N) PV AC DISCONNECT-2
(N) NGOM METER
(N) PV AC DISCONNECT-1
(N) PV PANELBOARD
(N) SEL RELAY

ON CARPORT
(N) INVERTER-1

(N) AC TRENCH (TYP.)

NOTE: TRENCH PATH ARE INDICATIVE ONLY.SURVEY FOR OBSTRUCTIONS PRIOR TO DIGGING.

(N) BOLLARD (TYP.)

CARPORT ARRAY 3 - 37.5 kW
[x60] (N) MODULES
TILT: 10 DEGREES
AZIMUTH: 219 DEGREES

CARPORT ARRAY 4 - 37.5 kW
[x60] (N) MODULES
TILT: 10 DEGREES
AZIMUTH: 219 DEGREES

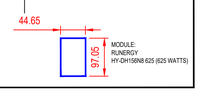
ON PAD
(E) TRANSFORMER

EXTERIOR EQUIPMENT
(E) MAIN SWITCHBOARD

ON PAD
(N) ISOLATION CONTACTOR
(N) PV+BESS UTILITY LOCKABLE AC DISCONNECT

ON CARPORT
(N) INVERTER-2

01 ARRAY ELECTRICAL PLAN
1"=10'-0"
0 5' 10'



GRIDSCAPE
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PHONE: 510-894-6030

GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB:: #1121493
CONTACT INFO: 510-894-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	12.05.2024
B	90% DESIGN SET	12.26.2024

PROJECT

NEW PV SYSTEM: 150.00 kWDC/120.00 kWAC
NEW BESS SYSTEM: 180.00 kWAC/ 471.04 kWh

CITY HALL

1052 S LIVERMORE AVE, LIVERMORE
CA 94550

ENGINEER OF RECORD

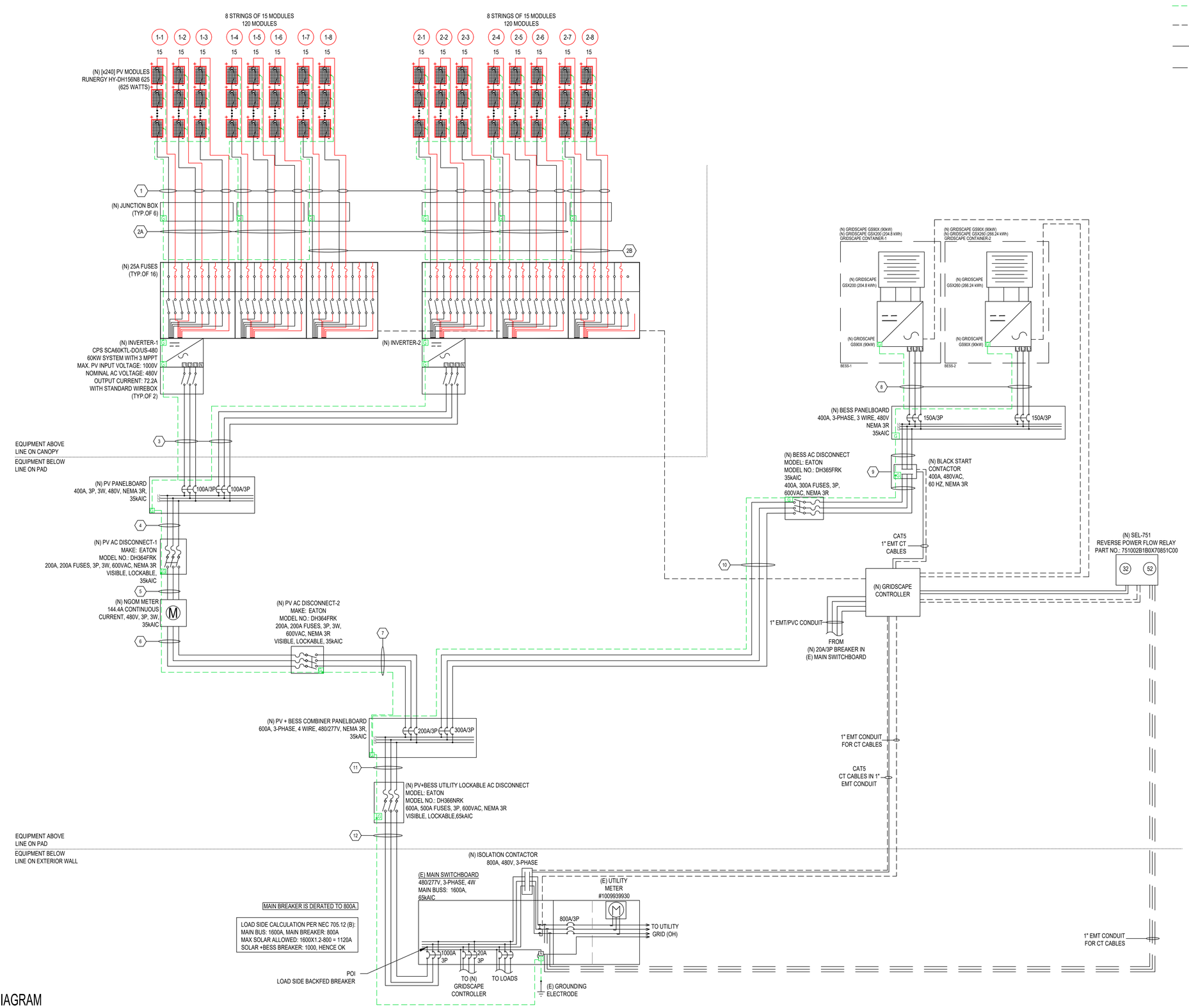
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SHEET TITLE:
ARRAY ELECTRICAL PLAN

(SHEET 3 OF 15)

DATE: 1.7.2025
DESIGN BY: RES
CHECKED BY: GS

SHEET NUMBER:
A-102



01 THREE LINE DIAGRAM
NTS

GRIDSCAPE
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GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB.: #1121493
CONTACT INFO: 510-894-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	12.05.2024
B	90% DESIGN SET	12.26.2024

PROJECT

NEW PV SYSTEM: 150.00 kWDC/120.00 kWAC
NEW BESS SYSTEM: 180.00 kWAC/ 471.04 kWh

CITY HALL

1052 S LIVERMORE AVE, LIVERMORE
CA 94550

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
THREE LINE DIAGRAM

(SHEET 10 OF 15)

DATE: 1.7.2025
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:
E-601

Exhibit II-1

Attachment A: Project Site Safety & Security Requirements

[*City to provide no later than thirty (30) days prior to Construction Start, as applicable.*]

Exhibit II-2

PSA for Livermore City Council Chambers

[See following pages]

Exhibit II-2 - Project Site Addendum

Project Name	Project Type (Generating, Storage, Both)	Project PV Description (e.g., carport, rooftop, etc.)	City / Site Owner	Project Address
Livermore City Council Chambers	Both	Carport & Rooftop	Livermore	1016 S Livermore Ave. Livermore, CA 94550

Tranche	Tranche A

Milestone Schedule			
Estimated Construction Start Date	**Construction Start Deadline**	**Estimated Commercial Operation Date**	**Commercial Operation Deadline**
7/3/2025	7/19/2025	2/28/2026	2/28/2026

Generating Project Terms
Guaranteed Nameplate Capacity (kW)
56.87kW

Storage Project Terms	
Storage Inverter Power (kW)	**Storage Contract Capacity (kWh)**
60.00kW	163.84kWh

Project Site Information

Project Site Description: The Project Site is the Livermore City Council Chambers, located at 1016 South Livermore Avenue. The Generating Project will include PV panels located on the rooftop of the main building, as well as a carport located on the west side of the parking lot. The Storage Project will include a battery energy storage system located on the southwest side of the property parallel to South Livermore Avenue. The Project shall be a built as documented within the enclosed design plans, which are subject to further modification with City's approval.

Access Points: [*City to advise, as applicable*]

Construction Assumptions: Not applicable

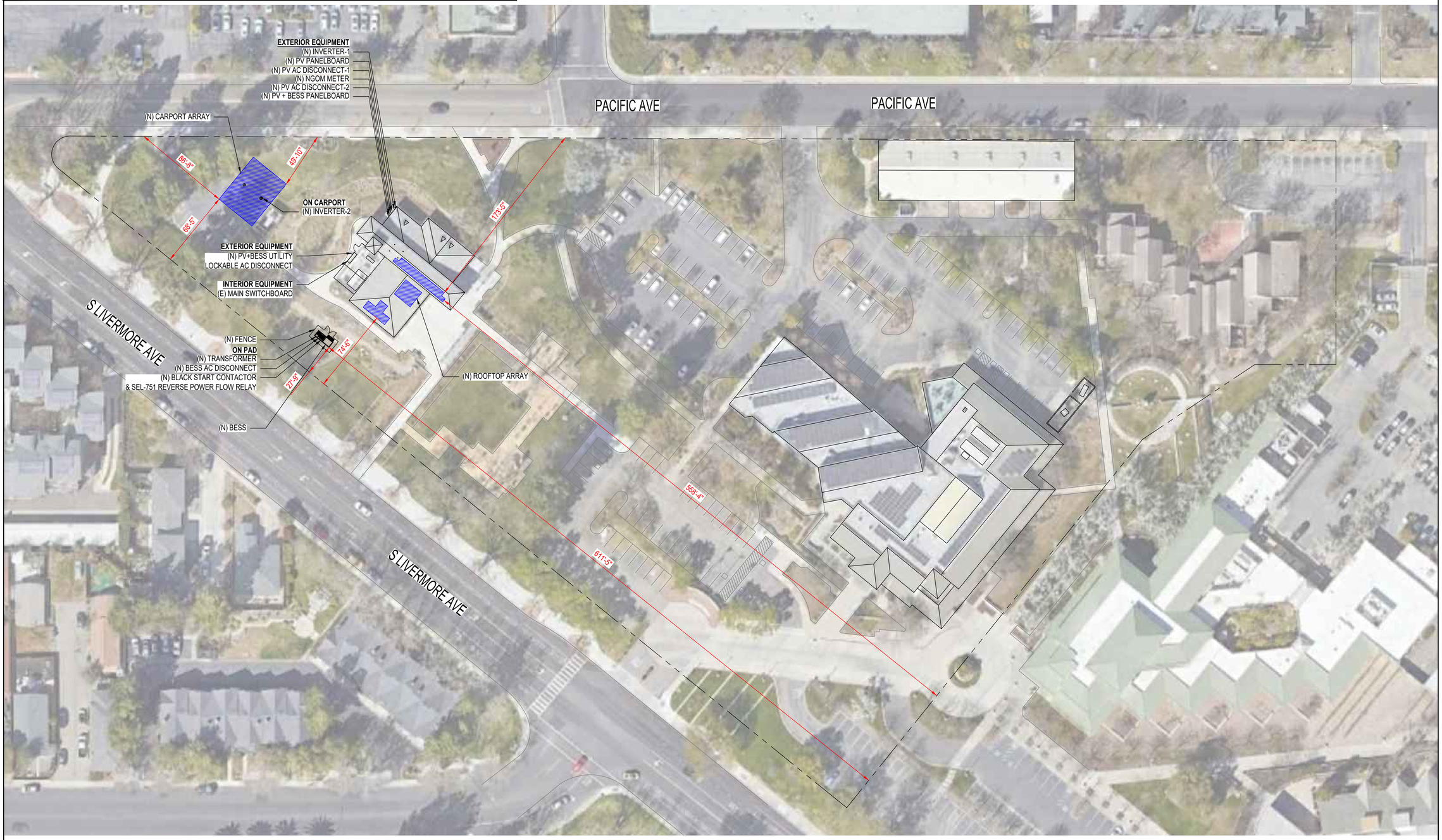
Electrical Diagram: [See attached]

Exhibit II-2

Site Plan, Electrical Diagrams, and Metering Information for Livermore City Council Chambers

[See following pages]

SYSTEM INFO	
PV SYSTEM SIZE	: 56.87 kWDC; 50.00 kWAC
BESS SYSTEM SIZE	: 60.00 kWAC; 163.84 kWh
PV MODULE	: (91) RUNERGY HY-DH156N8 625
RAPID SHUTDOWN	: (16) AP SMART RSD-D-20 RAPID SHUTDOWN DEVICES
PV INVERTER TYPE	: (02) CPS SCA25KTL-DO/US-208 (25kW)
BATTERY TYPE	: (01) GRIDSCAPE GSX160 (163.84kWh)
BATTERY INVERTER	: (01) GRIDSCAPE GS60X (60kW)



01 SITE PLAN
1/40" = 1' 0 40' 80'

N
W E
S

GRIDSCAPE SOLUTIONS
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FREMONT, CA 94538
PHONE: 510-894-6030

GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB: #1121493
CONTACT INFO: 510-894-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	11.18.2024
B	90% DESIGN SET	12.23.2024

PROJECT

NEW PV SYSTEM: 56.87 kWDC / 50.00 kWAC
NEW BESS: 60.00 kWAC / 163.84 kWh

CITY COUNCIL CHAMBERS

1016 SOUTH LIVERMORE AVE,
LIVERMORE, CA 94550

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
SITE PLAN

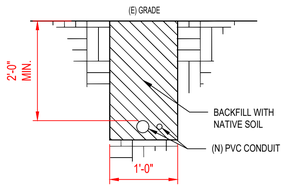
(SHEET 2 OF 19)

DATE: 01.07.2025
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:
A-101

EXHIBIT A

SYSTEM INFO

PV SYSTEM SIZE	: 56.87 kWDC; 50.00 kWAC
BESS SYSTEM SIZE	: 60.00 kWAC; 163.84 kWh
PV MODULE	: (91) RUNERGY HY-DH156N8 625
RAPID SHUTDOWN	: (16) AP SMART RSD-D-20 RAPID SHUTDOWN DEVICES
PV INVERTER TYPE	: (02) CPS SCA25KTL-DO/US-208 (25kW)
BATTERY TYPE	: (01) GRIDSCAPE GSX160 (163.84kWh)
BATTERY INVERTER	: (01) GRIDSCAPE GS60X (60kW)

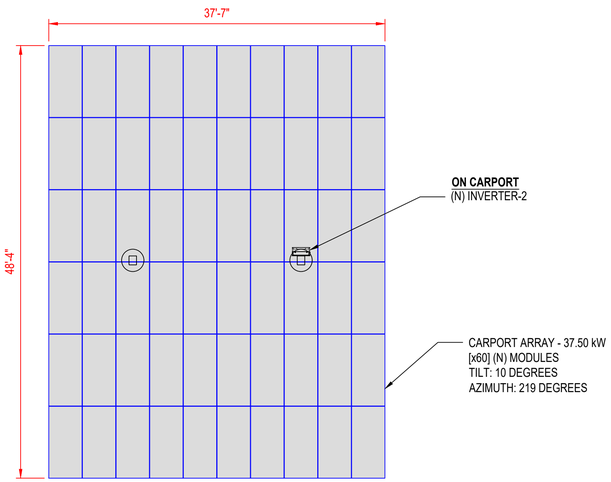


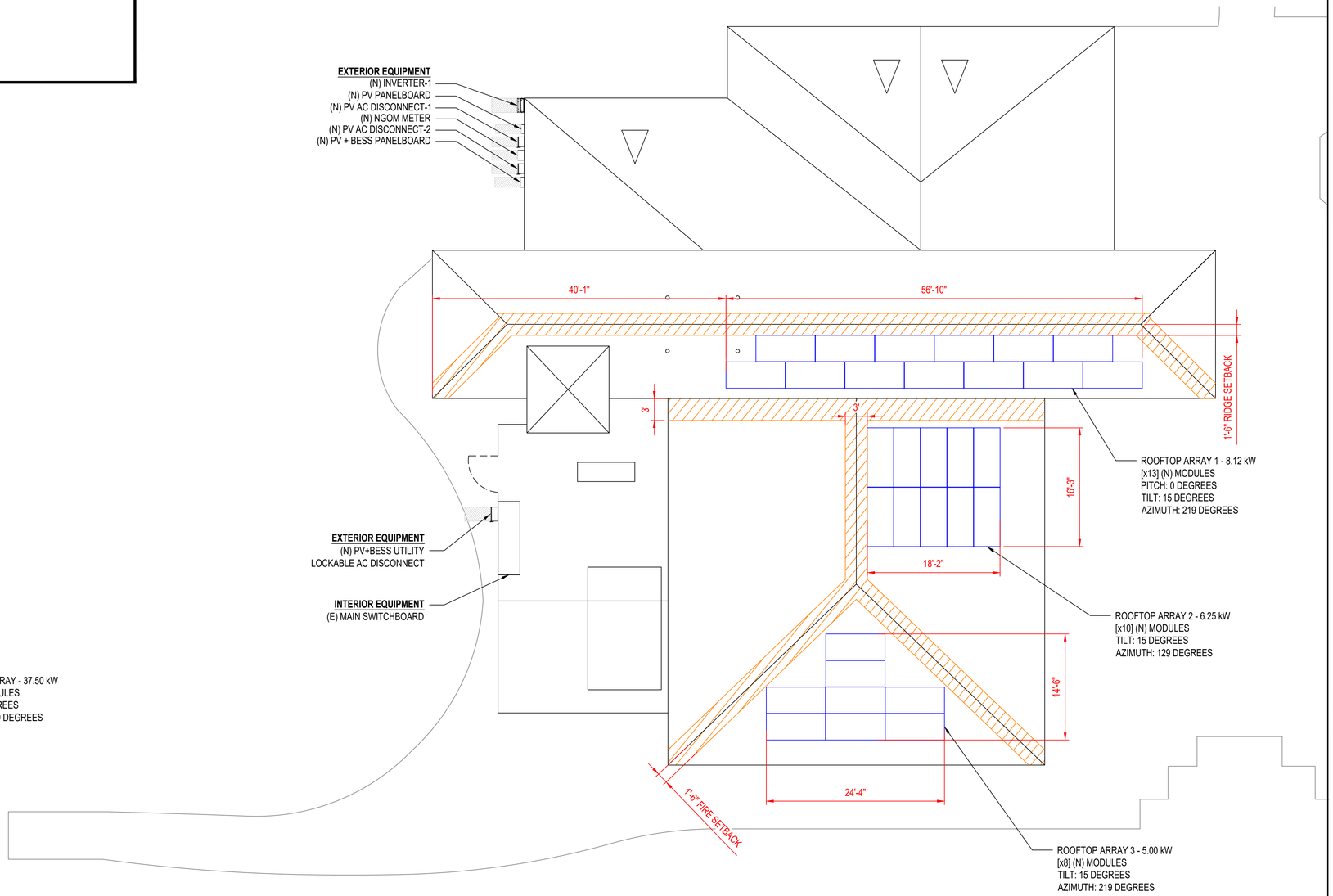
02 TRENCH DETAIL
NOT TO SCALE

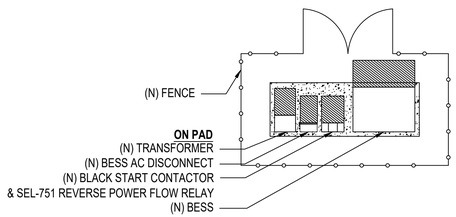
GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS
2. SEE SHEET T-001 FOR LEGEND OF SYMBOLS

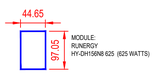
ELECTRICAL EQUIPMENT







01 ARRAY ELECTRICAL PLAN
1"=15'-0"
0 15' 30'



GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE: 510-894-6030

GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB: #1121493
CONTACT INFO: 510-894-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	11.18.2024
B	90% DESIGN SET	12.23.2024

PROJECT

NEW PV SYSTEM: 56.87 kWDC / 50.00 kWAC
NEW BESS: 60.00 kWAC / 163.84 kWh

CITY COUNCIL CHAMBERS

1016 SOUTH LIVERMORE AVE,
LIVERMORE, CA 94550

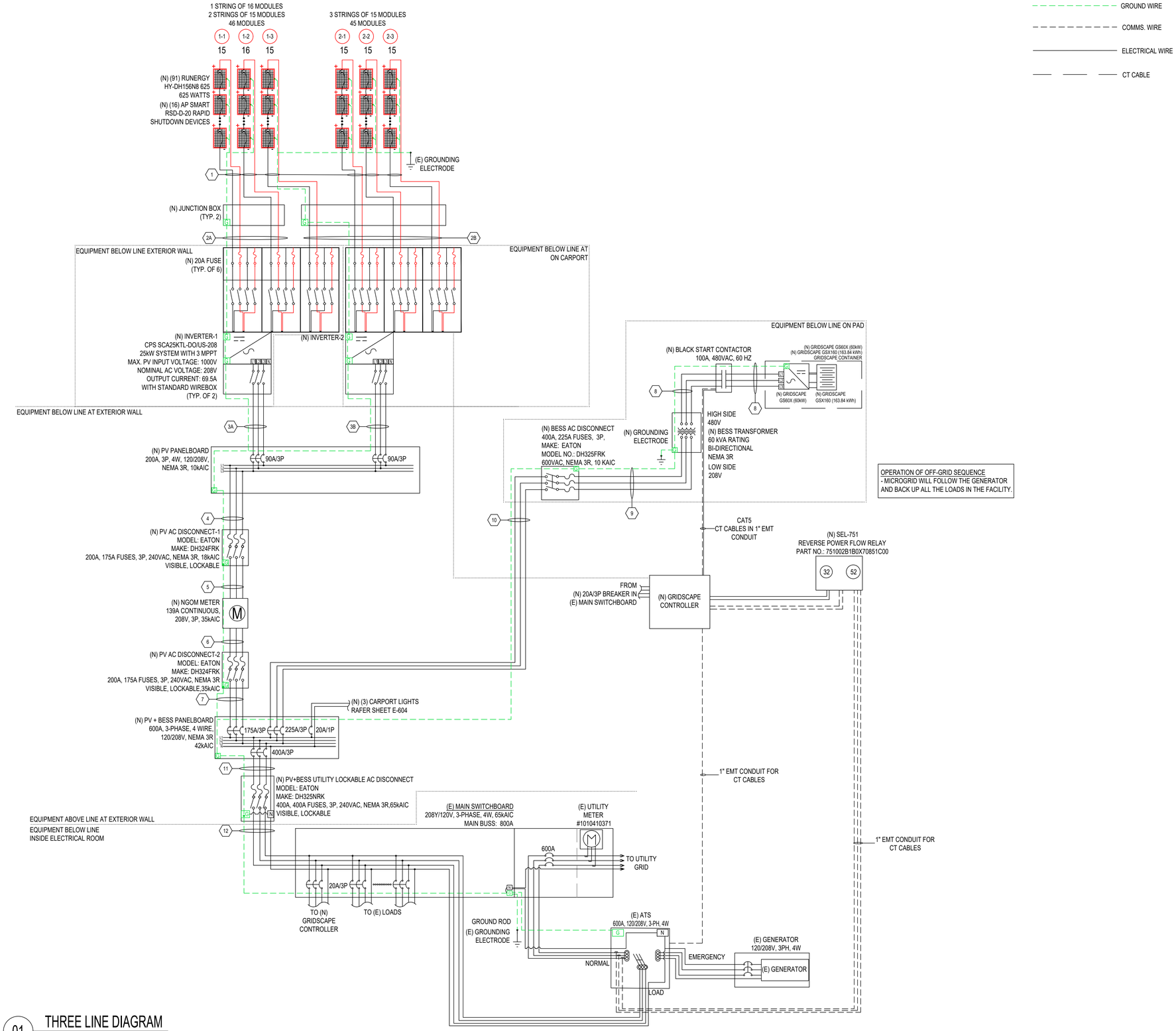
ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
ARRAY ELECTRICAL PLAN

(SHEET 3 OF 19)

DATE: 01.07.2025
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:
A-102



01 THREE LINE DIAGRAM
NTS

GRIDSCAPE
GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE: 510-894-6030

GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB: #1121493
CONTACT INFO: 510-894-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	11.18.2024
B	90% DESIGN SET	12.23.2024

PROJECT

NEW PV SYSTEM: 56.87 kWDC / 50.00 kWAC
NEW BESS: 60.00 kWAC / 163.84 kWh

CITY COUNCIL CHAMBERS

1016 SOUTH LIVERMORE AVE,
LIVERMORE, CA 94550

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
THREE LINE DIAGRAM

(SHEET 11 OF 19)

DATE: 01.07.2025
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:
E-601

Exhibit II-2

Attachment A: Project Site Safety & Security Requirements

[*City to provide no later than thirty (30) days prior to Construction Start, as applicable.*]

Exhibit II-3

PSA for Livermore Water Treatment Plant

[See following pages]

Exhibit II-3 - Project Site Addendum

Project Name	Project Type (Generating, Storage, Both)	Project PV Description (e.g., carport, rooftop, etc.)	City / Site Owner	Project Address
Livermore Water Treatment Plant	Generating	Carport	Livermore	101 W Jack London Blvd. Livermore, CA 94551

Tranche	Tranche A

Milestone Schedule			
Estimated Construction Start Date	**Construction Start Deadline**	**Estimated Commercial Operation Date**	**Commercial Operation Deadline**
4/15/2025	4/20/2025	2/28/2026	2/28/2026

Generating Project Terms
Guaranteed Nameplate Capacity (kW)
2,475.00kW

Storage Project Terms	
Storage Inverter Power (kW)	**Storage Contract Capacity (kWh)**
0.00kW	0.00kWh

Project Site Information

Project Site Description: The Project Site is the water treatment plant at the City of Livermore Water Resources, located at 101 West Jack London Boulevard. The Generating Project will include PV panels located on a carport in the secondary basin area on the north side of the property. The Project shall be built as documented within the enclosed design plans, which are subject to further modification with City's approval.

Access Points: [*City to advise, as applicable*]

Construction Assumptions: Not applicable

Electrical Diagram: [See attached]

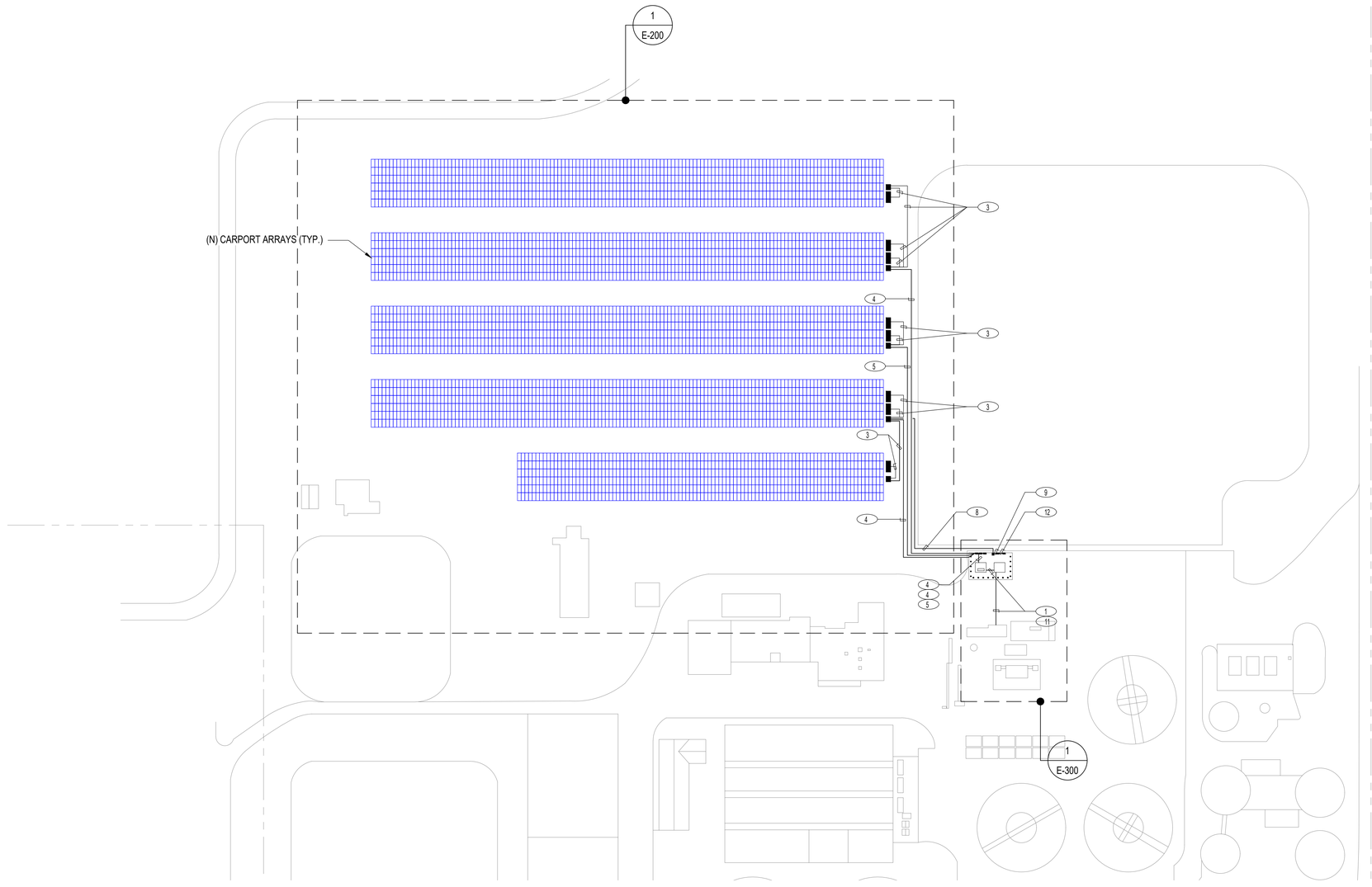
Exhibit II-3

Site Plan, Electrical Diagrams, and Metering Information for Livermore Water Treatment Plant

[See following pages]

SYSTEM SUMMARY		
ITEM	DETAIL	TOTAL
SYSTEM SIZE DC:	DC	2.475 MW
SYSTEM SIZE AC:	AC	2.00 MW
DC/AC RATIO	---	1.2
MODULE:	625W QCells, Q.TRON XL-G2.7/BFG	3,960
INVERTER:	SHANGHAI CHINT POWER SYSTEMS CPS SCH275KTL-DO (250KW)	8
STRINGS:	24 MODULES IN SERIES	165
ORIENTATION:	TILT & AZIMUTH	±10°, 180°
RACKING:	CARPORT MOUNT	-

FEEDER SCHEDULE	
TAG	CONDUCTORS & CONDUITS
1	3#1/0 AL 25KV EP CABLE 100%INSULATION IN 4"C PVC UNDERGROUND
2	#10 PV WIRE, COPPER, 90°C EACH IN 3/4" RGS / PVC
3	4#250 XHHW-2 CU & 1#4 XHHW-2 CU GND IN 3"C
4	3 SETS OF 4#300 XHHW-2 CU & 1#1/0 XHHW-2 CU GND IN 3"C + (1) 4"C FOR COMMUNICATION + (1) 4"C SPARE
5	2 SETS OF 4#350 XHHW-2 CU & 1#1 XHHW-2 CU GND IN 3"C
6	NOT USED
7	NOT USED
8	4#10 XHHW-2 CU & 1#10 XHHW-2 CU GND IN 3/4"C
9	4#3 XHHW-2 CU & 1#8 XHHW-2 CU GND IN 1-1/4"C
11	(1) 6"C SPARE + (3) 2"C COMM
12	(1) 1"C



01 SOLAR AC PLAN
1" = 60'

N
W E
S

GRIDSCAPE
GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538

PHONE:
LIC. NO.: ....

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
1	PRELIMINARY 90% SET	01/13/25

PROJECT

NEW PV DC SYSTEM: 2.475 MW

LIVERMORE WATER TREATMENTFACILITY STATION

101 W JACK LONDON BLVD,
LIVERMORE, CA 94551

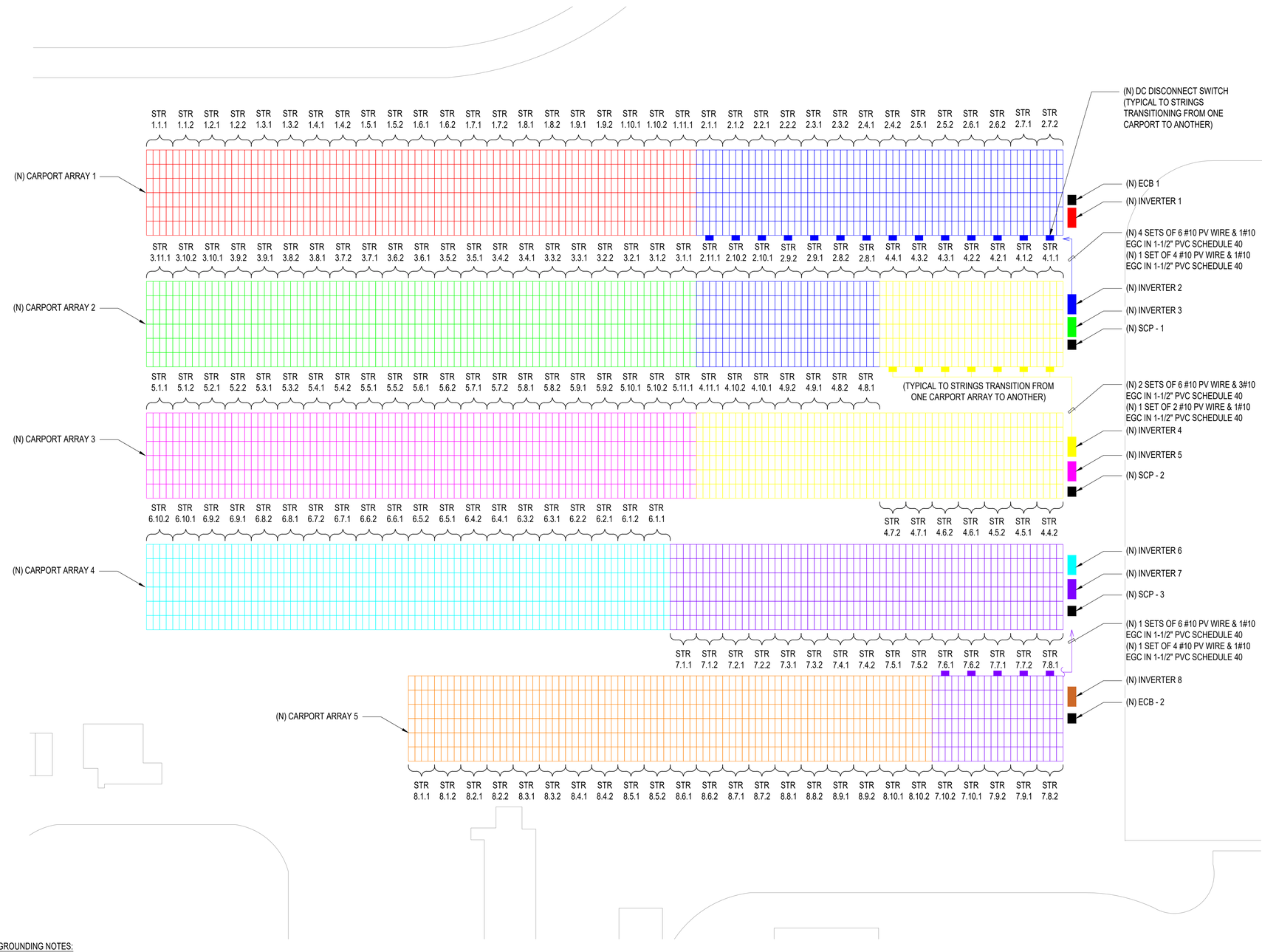
ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
SOLAR AC PLAN

(SHEET 3 OF 17)

DATE: 10/14/2024
DESIGN BY:
CHECKED BY:
SHEET NUMBER:
E-100



ELECTRICAL PV NOTES

1. (E) INDICATES EXISTING TO REMAIN. (N) INDICATES NEW.
2. CONTRACTOR SHALL COORDINATE EXACT EQUIPMENT LOCATIONS ON FIELD AND CONFIRM IT WITH OWNER.
3. BREAKER PANELS SCP AND ECB SHALL BE INSTALLED WITHIN SIGHT OF THE INVERTERS OF ASSOCIATED ARRAY.

SYSTEM SUMMARY - CARPORT ARRAY 1		
ITEM	DETAIL	TOTAL
SYSTEM SIZE DC:	DC	0.525 MW
SYSTEM SIZE AC:	AC	0.375 MW
DC/AC RATIO	---	1.40
MODULE:	625W QCells, Q.TRON XL-G2.7/BFG	840EA
INVERTER:	SHANGHAI CHINT POWER SYSTEMS CPS SCH275KTL-DO (250KW)	1,2
STRINGS:	24 MODULES IN SERIES	21
ORIENTATION:	TILT & AZIMUTH	7°, 180°
RACKING:	CARPORT MOUNT	-

SYSTEM SUMMARY - CARPORT ARRAY 2		
ITEM	DETAIL	TOTAL
SYSTEM SIZE DC:	DC	0.525 MW
SYSTEM SIZE AC:	AC	0.375 MW
DC/AC RATIO	---	1.40
MODULE:	625W QCells, Q.TRON XL-G2.7/BFG	840 EA
INVERTER:	SHANGHAI CHINT POWER SYSTEMS CPS SCH275KTL-DO (250KW)	2,3,4
STRINGS:	24 MODULES IN SERIES	35
ORIENTATION:	TILT & AZIMUTH	7°, 180°
RACKING:	CARPORT MOUNT	-

SYSTEM SUMMARY - CARPORT ARRAY 3		
ITEM	DETAIL	TOTAL
SYSTEM SIZE DC:	DC	0.525 MW
SYSTEM SIZE AC:	AC	0.375 MW
DC/AC RATIO	---	1.40
MODULE:	625W QCells, Q.TRON XL-G2.7/BFG	840 EA
INVERTER:	SHANGHAI CHINT POWER SYSTEMS CPS SCH275KTL-DO (250KW)	4,5
STRINGS:	24 MODULES IN SERIES	35
ORIENTATION:	TILT & AZIMUTH	7°, 180°
RACKING:	CARPORT MOUNT	-

SYSTEM SUMMARY - CARPORT ARRAY 4		
ITEM	DETAIL	TOTAL
SYSTEM SIZE DC:	DC	0.525 MW
SYSTEM SIZE AC:	AC	0.375 MW
DC/AC RATIO	---	1.40
MODULE:	625W QCells, Q.TRON XL-G2.7/BFG	840 EA
INVERTER:	SHANGHAI CHINT POWER SYSTEMS CPS SCH275KTL-DO (250KW)	6,7
STRINGS:	24 MODULES IN SERIES	35
ORIENTATION:	TILT & AZIMUTH	7°, 180°
RACKING:	CARPORT MOUNT	-

SYSTEM SUMMARY - CARPORT ARRAY 5		
ITEM	DETAIL	TOTAL
SYSTEM SIZE DC:	DC	0.375 MW
SYSTEM SIZE AC:	AC	0.268 MW
DC/AC RATIO	---	1.40
MODULE:	625W QCells, Q.TRON XL-G2.7/BFG	600 EA
INVERTER:	SHANGHAI CHINT POWER SYSTEMS CPS SCH275KTL-DO (250KW)	7, 8
STRINGS:	24 MODULES IN SERIES	25
ORIENTATION:	TILT & AZIMUTH	7°, 180°
RACKING:	CARPORT MOUNT	-

ELECTRICAL GROUNDING NOTES:

1. PROVIDE (N) GROUND GRID UNDER (N) HOUSEKEEPING PAD.
2. CARPORTS SHALL ENSURE GROUNDING CONTINUITY.
3. CONNECTIONS TO GROUND RODS SHALL BE EXOTHERMIC TYPE. TEST WELL CONNECTIONS SHALL BE BOLTED TYPE.
4. THE CONTRACTOR SHALL MAKE GROUND RESISTANCE MEASUREMENTS AS REQUIRED BY THE LATEST EDITION OF NEC, DOCUMENT THE READINGS AND REPORT THEM TO THE ENGINEER.
5. MAJOR EQUIPMENT SHALL BE CONNECTED TO THE GROUND GRID BY TWO CONNECTIONS FROM DIFFERENT PARALLEL MAIN GRID CONDUCTORS.
6. WHEN AN EXPOSED GROUND CABLE IS RUN IN METAL CONDUIT OR PROTECTED BY A METAL GUARD; THE GROUND CABLE SHALL BE BONDED AT BOTH ENDS TO THE CONDUIT OR THE GUARD.
7. UNLESS OTHERWISE NOTED, BURIED GROUNDING CONDUCTORS SHALL HAVE A MINIMUM OF 2½ FEET OF COVER (30").
8. BURIED GROUNDING CONDUCTORS SHALL BE KEPT A MINIMUM OF 12 INCHES WHEN CROSSING METAL OBJECTS, SUCH AS BURIED PIPING OR STEEL.
9. WHERE GROUNDING CONDUCTOR IS BURIED PARALLEL TO UNDERGROUND METALLIC PIPING, THREE (3) FEET SEPARATION SHALL BE MAINTAINED BETWEEN THE PIPING AND GROUND CONDUCTOR TO PREVENT POSSIBLE GALVANIC ACTION.

01 PV SYSTEM STRINGING AND DC PLAN
1" = 30'

STRING DESIGNATION:

STR 3.2.1
- 1 — MPPT INPUT NUMBER
- 2 — MPPT NUMBER
- 3 — INVERTER NUMBER
- STR — "STRING"

INVERTER LEGEND:
- INVERTER 1 (504 MODULES)
- INVERTER 2 (504 MODULES)
- INVERTER 3 (504 MODULES)
- INVERTER 4 (504 MODULES)
- INVERTER 5 (504 MODULES)
- INVERTER 6 (480 MODULES)
- INVERTER 7 (480 MODULES)
- INVERTER 8 (480 MODULES)

GRIDSCAPE
GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE:
LIC. NO.: ....

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
1	PRELIMINARY 90% SET	01/13/25

PROJECT

NEW PV DC SYSTEM: 2.475 MW

LIVERMORE WATER TREATMENTFACILITY STATION

101 W JACK LONDON BLVD,
LIVERMORE, CA 94551

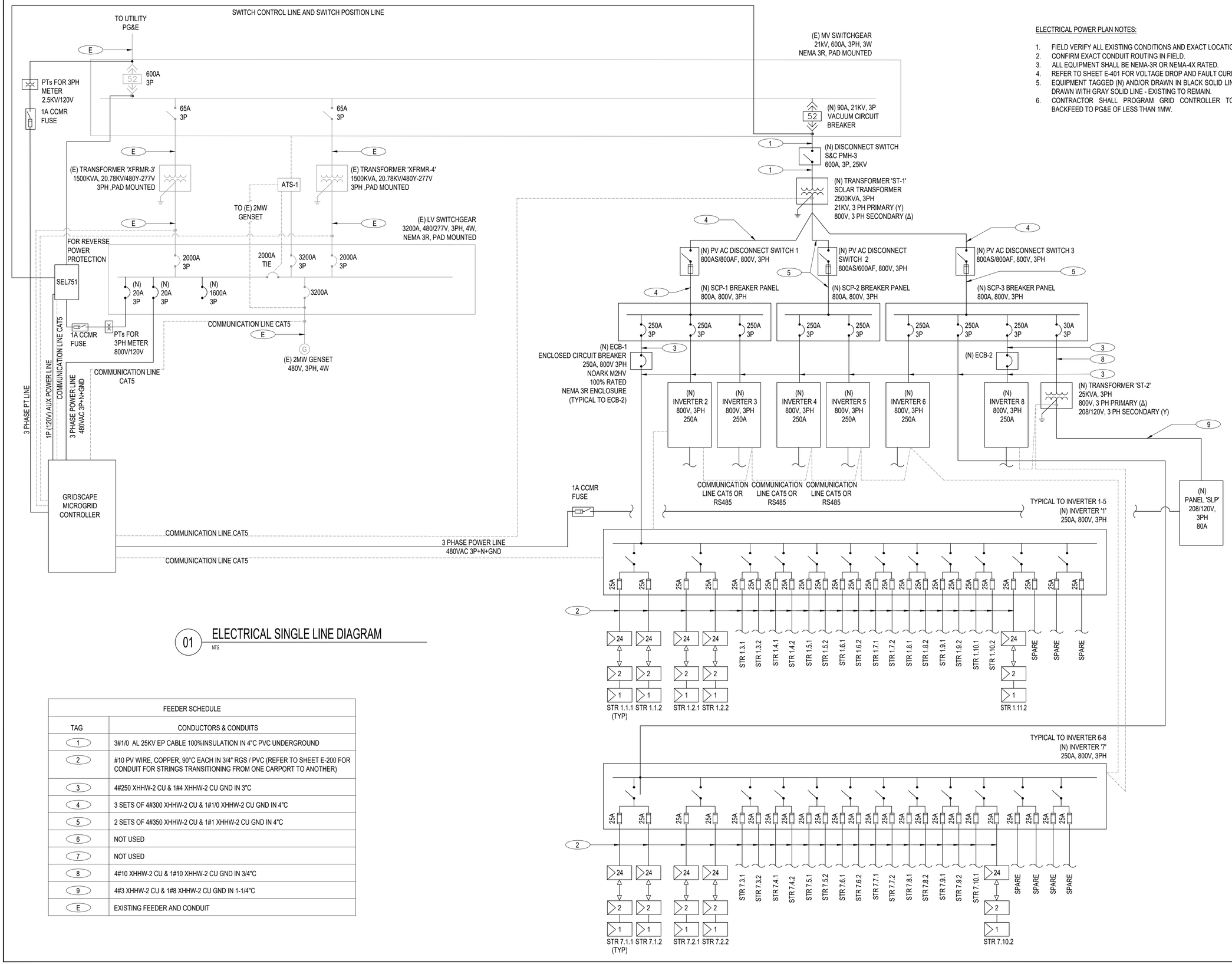
ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
PV SYSTEM STRINGING & DC PLAN

(SHEET 6 OF 17)

DATE: 10/14/2024
DESIGN BY:
CHECKED BY:
SHEET NUMBER:
E-200



01 ELECTRICAL SINGLE LINE DIAGRAM

NTS

FEEDER SCHEDULE	
TAG	CONDUCTORS & CONDUITS
1	3#1/0 AL 25KV EP CABLE 100%INSULATION IN 4"C PVC UNDERGROUND
2	#10 PV WIRE, COPPER, 90°C EACH IN 3/4" RGS / PVC (REFER TO SHEET E-200 FOR CONDUIT FOR STRINGS TRANSITIONING FROM ONE CARPORT TO ANOTHER)
3	4#250 XHHW-2 CU & 1#4 XHHW-2 CU GND IN 3"C
4	3 SETS OF 4#300 XHHW-2 CU & 1#1/0 XHHW-2 CU GND IN 4"C
5	2 SETS OF 4#350 XHHW-2 CU & 1#1 XHHW-2 CU GND IN 4"C
6	NOT USED
7	NOT USED
8	4#10 XHHW-2 CU & 1#10 XHHW-2 CU GND IN 3/4"C
9	4#3 XHHW-2 CU & 1#8 XHHW-2 CU GND IN 1-1/4"C
E	EXISTING FEEDER AND CONDUIT

ELECTRICAL POWER PLAN NOTES:

1. FIELD VERIFY ALL EXISTING CONDITIONS AND EXACT LOCATIONS OF EQUIPMENT.
2. CONFIRM EXACT CONDUIT ROUTING IN FIELD.
3. ALL EQUIPMENT SHALL BE NEMA-3R OR NEMA-4X RATED.
4. REFER TO SHEET E-401 FOR VOLTAGE DROP AND FAULT CURRENT CALCULATIONS.
5. EQUIPMENT TAGGED (N) AND/OR DRAWN IN BLACK SOLID LINE IS NEW, (E) AND/OR DRAWN WITH GRAY SOLID LINE - EXISTING TO REMAIN.
6. CONTRACTOR SHALL PROGRAM GRID CONTROLLER TO LIMIT PV SYSTEM BACKFEED TO PG&E OF LESS THAN 1MW.

GRIDSCAPE
GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE:
LIC. NO.: ....

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
1	PRELIMINARY 90% SET	01/13/25

PROJECT

NEW PV DC SYSTEM: 2.475 MW

LIVERMORE WATER TREATMENTFACILITY STATION

101 W JACK LONDON BLVD,
LIVERMORE, CA 94551

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
ELECTRICAL SINGLE LINE DIAGRAM

(SHEET 10 OF 17)

DATE: 10/14/2024
DESIGN BY:
CHECKED BY:
SHEET NUMBER:
E-402

Exhibit II-3

Attachment A: Project Site Safety & Security Requirements

[*City to provide no later than thirty (30) days prior to Construction Start, as applicable.*]

Exhibit II-4

PSA for Livermore Police Station

[See following pages]

Exhibit II-4 - Project Site Addendum

Project Name	Project Type (Generating, Storage, Both)	Project PV Description (e.g., carport, rooftop, etc.)	City / Site Owner	Project Address
Livermore Police Station	Both	Rooftop	Livermore	1110 S Livermore Ave. Livermore, CA 94550

Tranche	Tranche A

Milestone Schedule			
Estimated Construction Start Date	**Construction Start Deadline**	**Estimated Commercial Operation Date**	**Commercial Operation Deadline**
7/3/2025	7/19/2025	2/28/2026	2/28/2026

Generating Project Terms
Guaranteed Nameplate Capacity (kW)
75.00kW

Storage Project Terms	
Storage Inverter Power (kW)	**Storage Contract Capacity (kWh)**
360.00kW	829.44kWh

Project Site Information

Project Site Description: The Project Site is the Livermore Police Department, located at 1110 South Livermore Avenue. The Generating Project will include PV panels located on the southeast side of the rooftop, as well as a carport located on the northeast corner of the parking lot. The Storage Project will include a battery energy storage system located on the southwest corner of the property behind the main building. The Project shall be a built as documented within the enclosed design plans, which are subject to further modification with City's approval.

Access Points: [*City to advise, as applicable*]

Construction Assumptions: Not applicable

Electrical Diagram: [See attached]

Exhibit II-4

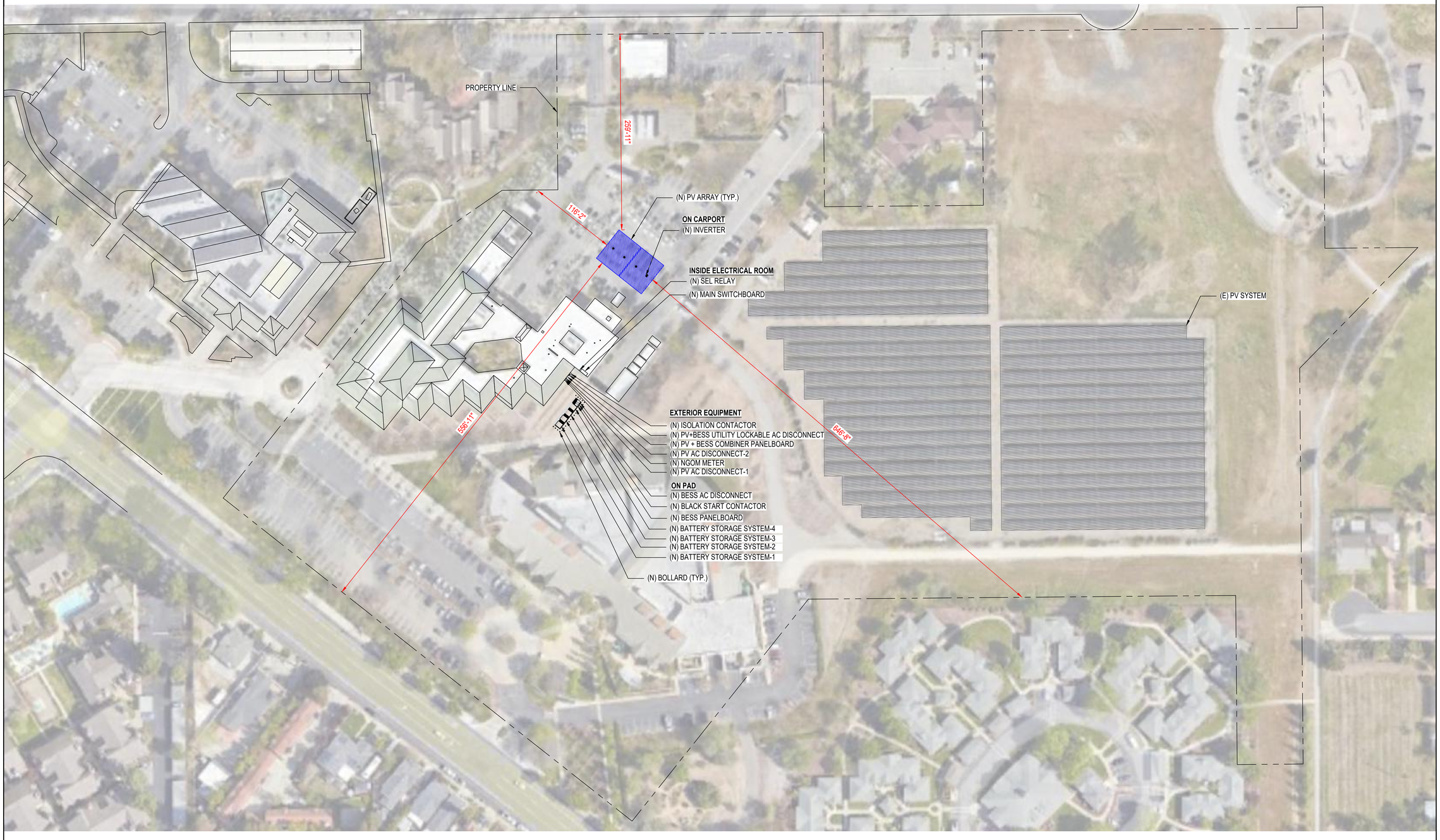
Site Plan, Electrical Diagrams, and Metering Information for Livermore Police Station

[See following pages]

EXHIBIT A

NEW SYSTEM INFO	
PV SYSTEM SIZE	: 75.00 kWDC; 60.00 kWAC
BESS SYSTEM SIZE	: 360.00 kWAC; 829.44 kWh
PV MODULE	: (120) RUNERGY, HY-DH156N8 625 (625W)
PV INVERTER TYPE	: (01) CPS SCA60KTL-DO/US-480 (60kW)
BATTERY TYPE	: (03) GRIDSCAPE GSX240 (245.76kWh)
	: (01) GRIDSCAPE GSX90 (92.16kWh)
BATTERY INVERTER	: (04) GRIDSCAPE GS90X (90kW)

WORK IN PROGRESS



01 SITE PLAN
1"=60' 0 30' 60'

N
W E
S

GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE: 510-894-6030

GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB.: #1121493
CONTACT INFO: 510-894-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	12.10.2024

PROJECT

NEW PV SYSTEM: 75.00 kWDC/60.00 kWAC
NEW BESS SYSTEM: 360.00 kWAC/829.44 kWh

POLICE STATION

1110 SOUTH LIVERMORE AVENUE
LIVERMORE, CA 94550

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
SITE PLAN

(SHEET 1 OF 13)

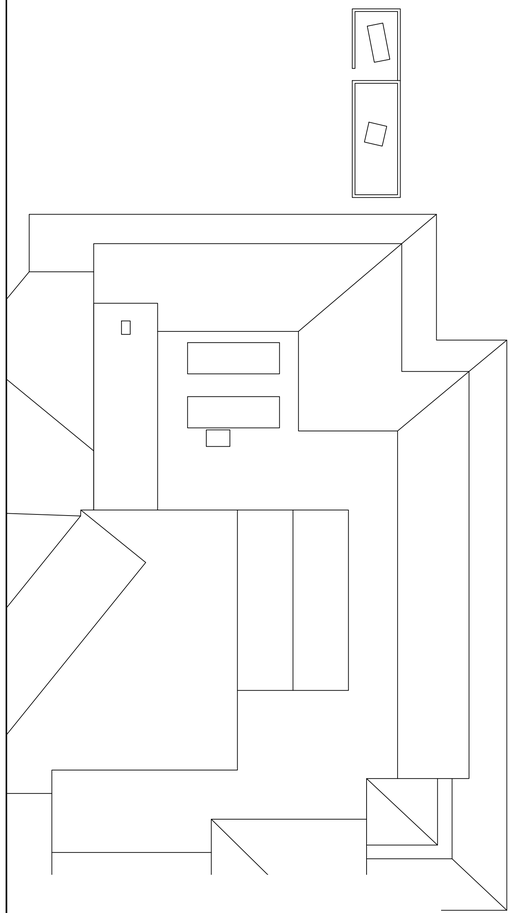
DATE: 12.10.2024
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:
A-101

EXHIBIT A

NEW SYSTEM INFO

PV SYSTEM SIZE	: 75.00 kWDC; 60.00 kWAC
BESS SYSTEM SIZE	: 360.00 kWAC; 829.44 kWh
PV MODULE	: (120) RUNERGY, HY-DH156N8 625 (625W)
PV INVERTER TYPE	: (01) CPS SCA60KTL-DO/US-480 (60kW)
BATTERY TYPE	: (03) GRIDSCAPE GSX240 (245.76kWh)
	: (01) GRIDSCAPE GSX90 (92.16kWh)
BATTERY INVERTER	: (04) GRIDSCAPE GS90X (90kW)

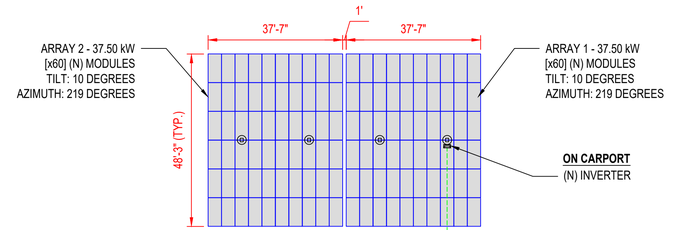
WORK IN PROGRESS

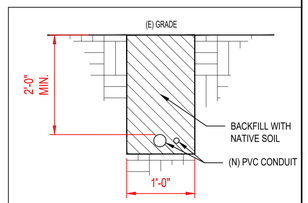


01 ARRAY ELECTRICAL PLAN

1"=20'

0 10' 20'





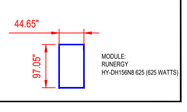
02 TRENCH DETAIL

NOT TO SCALE

GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS
2. SEE SHEET T-001 FOR LEGEND OF SYMBOLS

ELECTRICAL EQUIPMENT



MODULE:
RUNERGY
HY-DH156N8 625 (625 WATTS)

GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE: 510-894-6030

GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB:: #1121493
CONTACT INFO: 510-894-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	12.10.2024

PROJECT

NEW PV SYSTEM: 75.00 kWDC/60.00 kWAC
NEW BESS SYSTEM: 360.00 kWAC/829.44 kWh

POLICE STATION

1110 SOUTH LIVERMORE AVENUE
LIVERMORE, CA 94550

ENGINEER OF RECORD

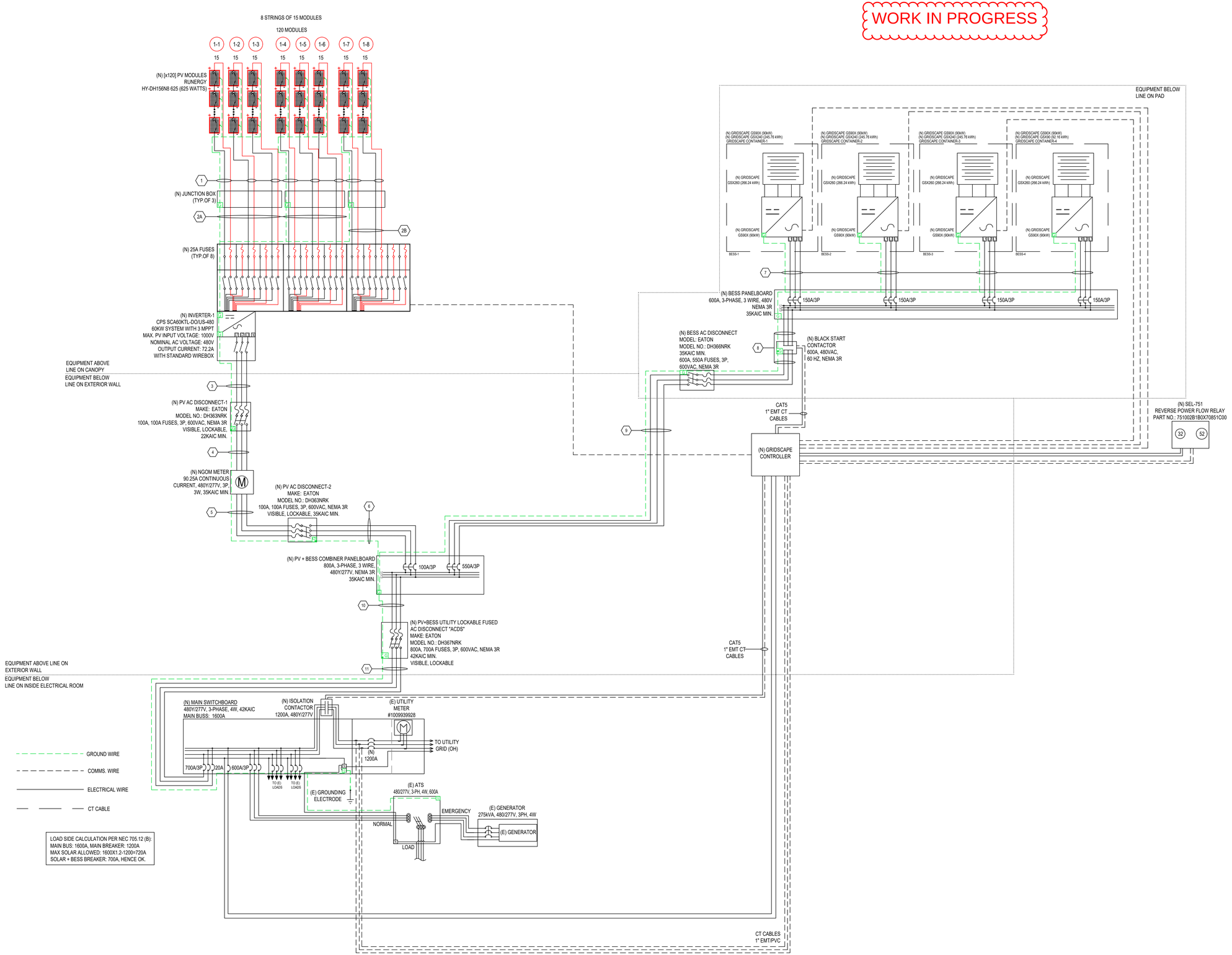
PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
ARRAY ELECTRICAL PLAN

(SHEET 2 OF 13)

DATE: 12.10.2024
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:
A-102

WORK IN PROGRESS



01 THREE LINE DIAGRAM

NTS

GRIDSCAPE
GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE: 510-894-6030

GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB.: #1121493
CONTACT INFO: 510-89-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	12.10.2024

PROJECT

NEW PV SYSTEM: 75.00 kWDC/60.00 kWAC
NEW BESS SYSTEM: 360.00 kWAC/829.44 kWh

POLICE STATION

1110 SOUTH LIVERMORE AVENUE
LIVERMORE, CA 94550

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
THREE LINE DIAGRAM

(SHEET 9 OF 13)

DATE: 12.10.2024
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:

E-601

Exhibit II-4

Attachment A: Project Site Safety & Security Requirements

[*City to provide no later than thirty (30) days prior to Construction Start, as applicable.*]

Exhibit II-5

PSA for Livermore Maintenance Service Center

[See following pages]

Exhibit II-5 - Project Site Addendum

Project Name	Project Type (Generating, Storage, Both)	Project PV Description (e.g., carport, rooftop, etc.)	City / Site Owner	Project Address
Livermore Maintenance Service Center	Both	Rooftop	Livermore	3500 Robertson Park Road Livermore, CA 94550

Tranche	Tranche A

Milestone Schedule			
Estimated Construction Start Date	Construction Start Deadline	Estimated Commercial Operation Date	Commercial Operation Deadline
7/3/2025	7/19/2025	2/28/2026	2/28/2026

Generating Project Terms
Guaranteed Nameplate Capacity (kW)
65.62kW

Storage Project Terms	
Storage Inverter Power (kW)	Storage Contract Capacity (kWh)
90.00kW	245.76kWh

Project Site Information

Project Site Description: The Project Site is the Livermore Maintenance Services building, located at 3500 Robertson Park Road. The Generating Project will include PV panels located on the rooftops of the south building and the two buildings just north of the south building. The Storage Project will include a battery energy storage system located on the south side of the property parallel to Robertson Park Road. The Project shall be built as documented within the enclosed design plans, which are subject to further modification with City's approval.

Access Points: [*City to advise, as applicable*]

Construction Assumptions: Not applicable

Electrical Diagram: [See attached]

Exhibit II-5

Site Plan, Electrical Diagrams, and Metering Information for Livermore Maintenance Service Center

[See following pages]

SYSTEM INFO	
PV SYSTEM SIZE	: 65.62 kW DC; 60 kW AC
BESS SYSTEM SIZE	: 90.00 kWAC; 245.76 kWh
PV MODULE	: (105) RUNERGY, HY-DH156N8-625 (625W)
PV INVERTER TYPE	: (01) CPS SCA60KTL-DO/US-480 (60kW)
BATTERY TYPE	: (01) GRIDSCAPE GSX240 (245.76kWh)
BATTERY INVERTER :	: (01) GRIDSCAPE GS90X (90kW)

EXISTING PV SYSTEM INFO	
SYSTEM SIZE	: 146.88 kW DC; 138.0 kW AC
PV MODULE	: (576) SOLAR WORLD, SW255 (255W)
INVERTER TYPE	: (5) POWER ONE, PVI-12.0-1 (12KW)
	: (6) POWER ONE, PVI-10.0-1 (10KW)



01 SITE PLAN

1" = 40' 0 40' 80'

N W E S

GRIDSCAPE
GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE: 510-894-6030

GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB: #1121493
CONTACT INFO: 510-894-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	12.10.2024
B	90% DESIGN SET	12.26.2024
C	UPDATED 90% DESIGN SET	01.13.2025

PROJECT

NEW PV SYSTEM: 65.62 kWDC / 60.00 kWAC
NEW BESS SYSTEM: 90.00 kWAC / 245.76 kWh

MAINTENANCE SERVICE CENTER

3500 ROBERTSON PARK RD,
LIVERMORE, CA 94550

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
SITE PLAN

(SHEET 2 OF 16)

DATE: 1.7.2025
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:
A-101

EXHIBIT A

SYSTEM INFO

PV SYSTEM SIZE	: 65.62 kW DC; 60 kW AC
BESS SYSTEM SIZE	: 90.00 kWAC; 245.76 kWh
PV MODULE	: (105) RUNERGY, HY-DH156N8-625 (625W)
PV INVERTER TYPE	: (01) CPS SCA60KTL-DO/US-480 (60kW)
BATTERY TYPE	: (01) GRIDSCAPE GSX240 (245.76kWh)
BATTERY INVERTER :	: (01) GRIDSCAPE GS90X (90kW)

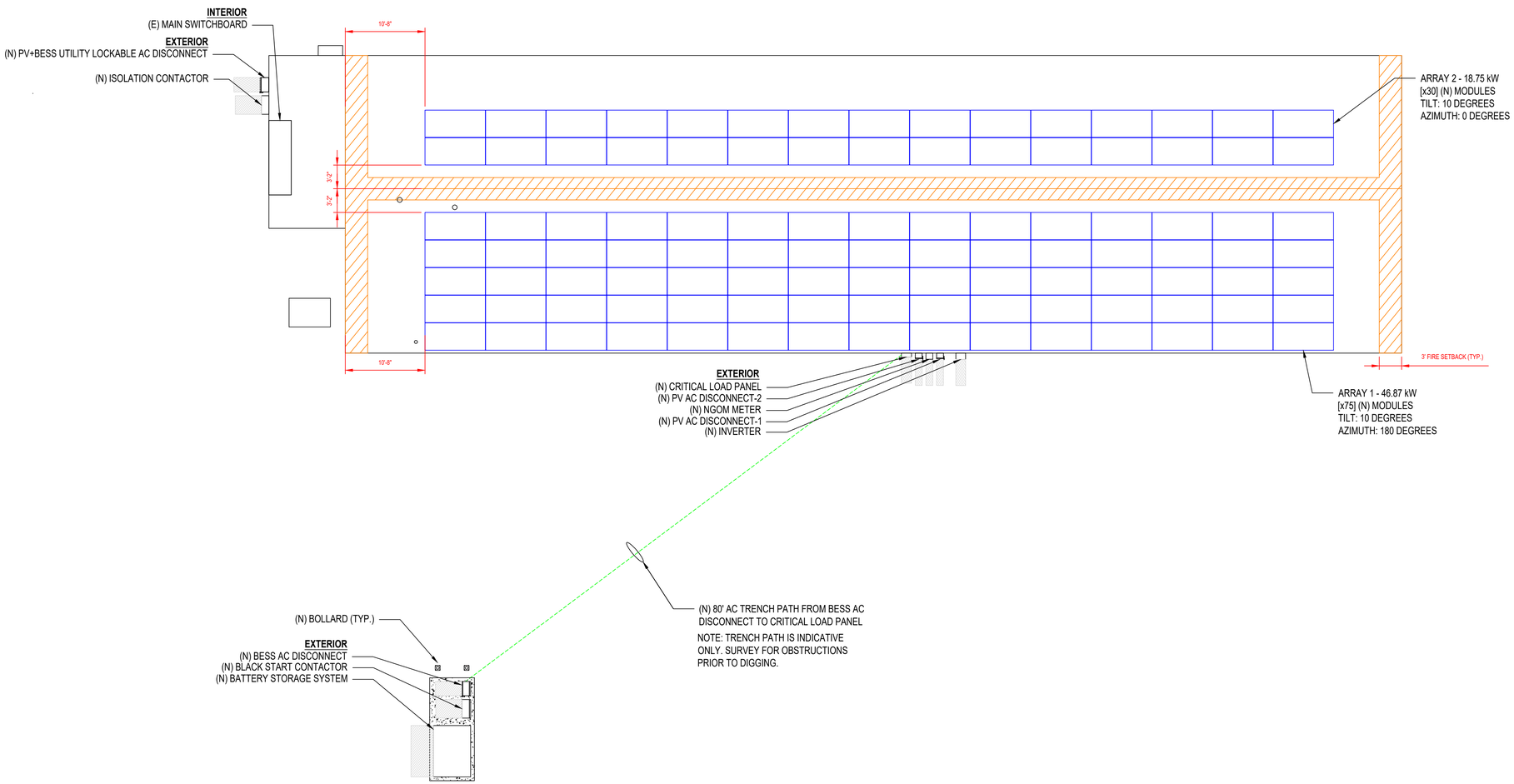
EXISTING PV SYSTEM INFO

SYSTEM SIZE	: 146.88 kW DC; 138.0 kW AC
PV MODULE	: (576) SOLAR WORLD, SW255 (255W)
INVERTER TYPE	: (5) POWER ONE, PVI-12.0-1 (12KW)
	: (6) POWER ONE, PVI-10.0-1 (10KW)

GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS
2. SEE SHEET T-001 FOR LEGEND OF SYMBOLS

ELECTRICAL EQUIPMENT



01 ARRAY ELECTRICAL PLAN

1/8"=1'-0"

0 4' 8'

N W E S

MODULE:
RUNERGY
HY-DH156N8-625 (625 WATTS)
97.05"
62.48"

GRIDSCAPE
GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE: 510-894-6030

GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
46711 FREMONT BLVD.
FREMONT, CA 94539
COMPANY NAME: GRIDSCAPE ENERGY
CSLB: #1121493
CONTACT INFO: 510-894-6030

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE
A	60% DESIGN SET	12.10.2024
B	90% DESIGN SET	12.26.2024
C	UPDATED 90% DESIGN SET	01.13.2025

PROJECT

NEW PV SYSTEM: 65.62 kWDC / 60.00 kWAC
NEW BESS SYSTEM: 90.00 kWAC / 245.76 kWh

MAINTENANCE SERVICE CENTER

3500 ROBERTSON PARK RD,
LIVERMORE, CA 94550

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

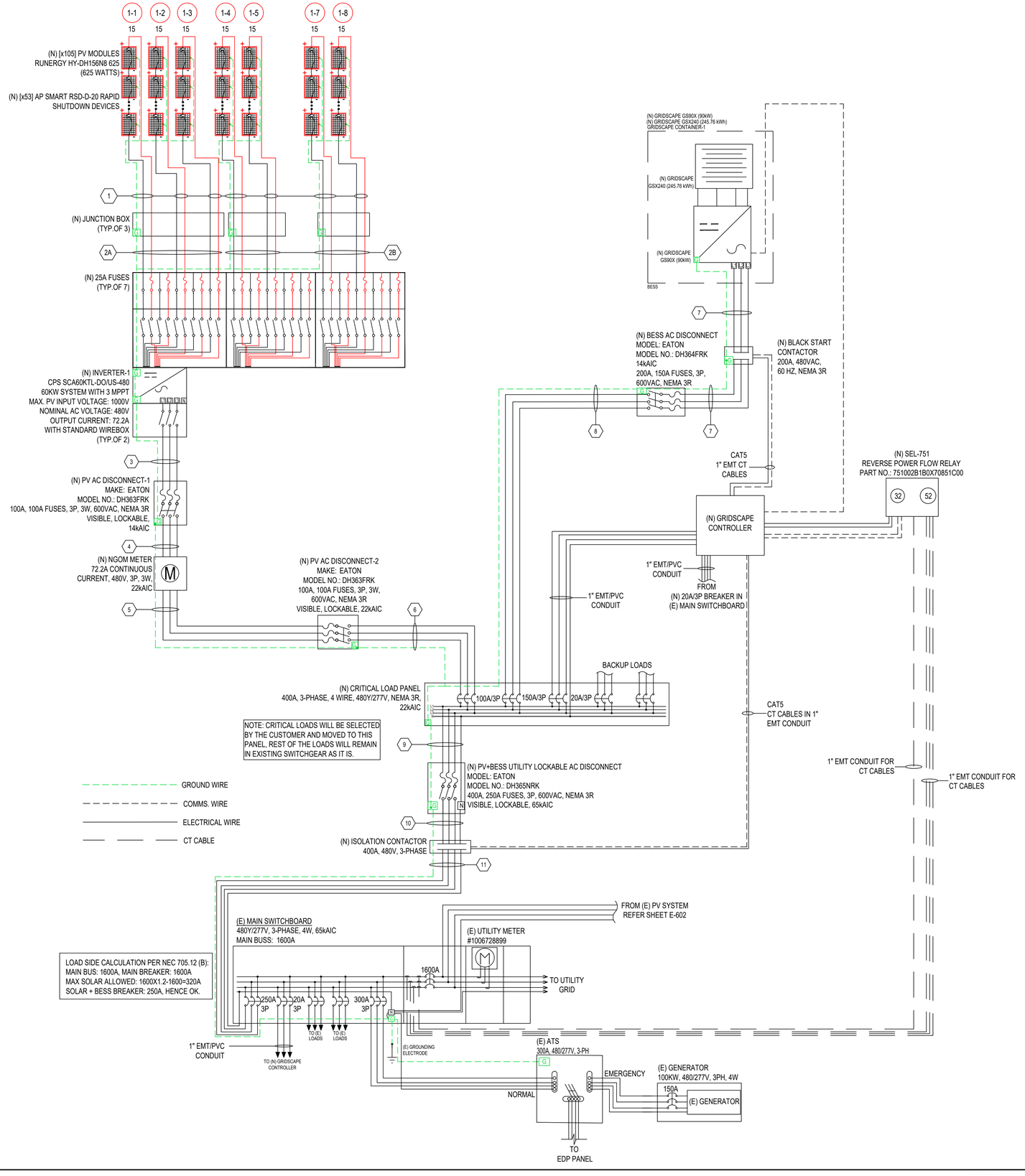
SHEET TITLE:
ARRAY ELECTRICAL PLAN

(SHEET 3 OF 16)

DATE: 1.7.2025
DESIGN BY: RES
CHECKED BY: GS

SHEET NUMBER:
A-102

EXHIBIT A



01 THREE LINE DIAGRAM
NTS

GRIDSCAPE
GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE: 510-894-6030

GRIDSCAPE ENERGY
GRIDSCAPE ENERGY
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MAINTENANCE SERVICE CENTER

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LIVERMORE, CA 94550

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
THREE LINE DIAGRAM

(SHEET 9 OF 16)

DATE: 1.7.2025
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:

E-601

Exhibit II-5

Attachment A: Project Site Safety & Security Requirements

[*City to provide no later than thirty (30) days prior to Construction Start, as applicable.*]

EXHIBIT III

CITY-SPECIFIC TERMS

N/A

EXHIBIT IV

INSURANCE REQUIREMENTS

A. ENDORSEMENTS AND CONDITIONS APPLYING TO ALL PHASES INSURANCE

Without limiting Ava's indemnification of the City, Ava shall provide and maintain at its own expense, during the term of this Agreement, or phase of this Agreement if coverage is phase-specific, or as may be further required herein, the following insurance coverages and provisions:

1. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the City. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by Ava shall not reduce or limit Ava's contractual obligation to indemnify and defend the Indemnified Parties.

2. EVIDENCE OF COVERAGE: Before commencing operations under this Agreement, Ava shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The required certificate(s) and endorsements must be sent as set forth in the notices.

   Ava shall not receive a notice to proceed with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the City. This approval of insurance shall neither relieve nor decrease the liability of Ava.

3. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of this Agreement or phase of this Agreement to which it applies. In addition, insurance policies and coverage(s) written on a claims-made basis:

   - Shall be maintained during the entire term of this Agreement or phase of this Agreement to which it applies and until 5 years following the letter of termination of this Agreement/phase of this Agreement and acceptance of all work provided under this Agreement.

   - The retroactive date must be before the execution date of the contract or the beginning of contract work.

   - If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, Ava must purchase extended reporting period coverage for a minimum of five (5) years after completion of work.

4. ADDITIONAL INSURED: All insurance required herein with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City or, its elected officials, officers, agents, employees,

volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

In all cases, the additional insured endorsement shall be at least as broad as ISO Form CG 20 38 04 13.

All private property owners granting "Rights of Entry" for construction of the work shall be covered as insureds under the same coverage as provided the City as respects their ownership of the property and the work to be done thereon.

5. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the City. Acceptance of Ava's insurance by City shall not relieve or decrease the liability of Ava hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Ava.

6. SUBCONTRACTORS: Ava shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this **Exhibit V**. Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

7. JOINT VENTURES: If Ava is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:

   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies.

   - Coverage shall be at least as broad as in the ISO forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

8. NOTICE OF CANCELLATION:

   All coverage as required herein shall not be canceled or changed so as to no longer meet the specified City insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the City or their designated agent.

9. SELF-INSURANCE:

   City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of Ava. However, this shall not in any way limit liabilities assumed by Ava under this Agreement. Any self-insurance shall be approved in writing by City upon satisfactory evidence of financial capacity. Ava's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions. City acknowledges that some insurance

requirements contained in this Agreement may be fulfilled by a combination of primary and excess liability policies. However, this shall not in any way limit liabilities assumed by Ava under this Agreement.

B. DESIGN PHASE INSURANCE REQUIREMENTS

Insurance required during the design phase will include:

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits as follows:

   a. Each occurrence -$2,000,000

   b. General aggregate -$2,000,000

   c. Personal Injury -$2,000,000

2. General liability coverage shall include:

   a. Project Site and Operations

   b. Personal Injury liability

   c. Severability of interest

3. Automobile Liability Insurance

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non owned and hired vehicles.

4. Workers' Compensation and Employer's Liability Insurance

   a. Statutory California Workers' Compensation coverage including broad form all states coverage.

   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

5. Professional Errors and Omissions Liability Insurance

   a. Coverage shall be in an amount of not less than two million dollars ($2,000,000) per occurrence/aggregate.

   b. If coverage contains a deductible or self-retention, it shall not be greater than two hundred fifty thousand dollars ($250,000) per occurrence/event.

   c. Coverage as required herein shall be maintained for a minimum of three years following termination or completion of this Agreement.

6. Claims Made Coverage

If coverage is written on a claims' made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the consultant's start of work

(including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. CONSTRUCTION PHASE INSURANCE REQUIREMENTS

The following limits shall apply:

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits as follows:

a. Each occurrence -$2,000,000

b. General aggregate -$4,000,000

c. Products/Completed Operations aggregate ** - $4,000,000

d. Personal Injury -$2,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

a. Project Site and Operations

b. **Products/Completed Operations with limits of four million dollars ($4,000,000) per aggregate to be maintained for three (3) years following acceptance of the work by City.

c. Contractual Liability expressly including liability assumed under this Agreement. If Ava is working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossway shall be deleted, or a railroad protective policy provided.

d. Personal Injury liability

e. City's and Ava's protective liability

f. Severability of interest

g. Explosion, Collapse, and Underground Hazards (X, C and U)

h. Broad Form Property Damage liability

3. General liability coverage shall include the following endorsements, copies of which shall be provided to City:

a. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with City.

b. X C & U (Explosion, Collapse and Underground) Endorsement:

Insurance afforded by this policy shall provide X, C and U Hazards coverage.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Property Installation floater:

The property installation floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation and testing at the entity's site. The coverage shall be in the amount of the value of the completed Project and materials.

D. OPERATIONS AND MAINTENANCE PHASE INSURANCE REQUIREMENTS

The following limits shall apply:

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

a. Each occurrence -$2,000,000

b. General aggregate -$4,000,000

c. Personal Injury -$2,000,000

2. General liability coverage shall include:

- Project Site and Operations
- Personal Injury liability
- Severability of interest

3. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4. Workers' Compensation and Employer's Liability Insurance

- Statutory California Workers' Compensation coverage including broad form all-states coverage.
- Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

EXHIBIT V[2]

NOTICES

City of Livermore	Ava
All Notices: Street: City: Attn: Phone: Email:	**All Notices:** 1999 Harrison Street, Suite 800 Oakland, CA 94612 Attn: Ava CMF Phone: (833) 699-3223 Email: avacmf@avaenergy.org
Reference Numbers: Duns: Federal Tax ID Number:	**Reference Numbers:** Duns: 081103072 Federal Tax ID Number: 82-2262960
Invoices: Attn: Phone: Email:	**Invoices:** Attn: Ava CMF Phone: (833) 699-3223 Email: finance@avaenergy.org With an additional copy to: structuredfinance@avaenergy.org
Payments: Attn: Phone: Email:	**Payments:** Attn: Ava CMF Phone: (833) 699-3223 Email: finance@avaenergy.org With an additional copy to: structuredfinance@avaenergy.org
Wire Transfer: BNK: ABA: ACCT:	**Wire Transfer:** [REDACTED]
Credit and Collections: Attn: Phone: Email:	**Credit and Collections:** Attn: Ava CMF Phone: (833) 699-3223 Email: finance@avaenergy.org With an additional copy to: structuredfinance@avaenergy.org
Emergency Contact: Attn: Phone: Email:	**Emergency Contact:** Attn: Ava CMF Phone: (833) 699-3223 Email: avacmf@avaenergy.org

[2] **Note to City:** Please populate this Exhibit V and send to Ava as soon as possible to ensure it is included in the final execution version.

City of Livermore	Ava
With Additional Notices of an Event of Default to: Attn: Phone: Email:	**With Additional Notices of an Event of Default to:** Attn: Ava CMF Phone: (833) 699-3223 Email: finance@avaenergy.org With an additional copy to: structuredfinance@avaenergy.org

EXHIBIT VI

AVA TERMINATION PAYMENT SCHEDULE

[*Attached*]

Exhibit VI

Ava Termination Payment Schedule

City: Livermore

Year	Payment Due
1	$26,766,491
2	$23,396,101
3	$20,464,208
4	$17,785,354
5	$15,049,391
6	$12,497,938
7	$12,494,204
8	$12,456,552
9	$12,381,256
10	$12,264,267
11	$12,101,178
12	$11,887,202
13	$11,553,436
14	$11,152,835
15	$10,678,855
16	$10,124,395
17	$9,481,754
18	$8,742,575
19	$7,897,800
20	$6,937,606
21	$5,851,347
22	$4,627,487
23	$3,253,525
24	$1,715,918
25	$0

EXHIBIT VII

CITY TERMINATION PAYMENT SCHEDULE

[*Attached*]

Exhibit VII

City Termination Payment Schedule

City: Livermore

Year	Payment Due
1	$26,766,491
2	$23,396,101
3	$20,464,208
4	$17,785,354
5	$15,049,391
6	$12,497,938
7	$12,494,204
8	$12,456,552
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14	$11,152,835
15	$10,678,855
16	$10,124,395
17	$9,481,754
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19	$7,897,800
20	$6,937,606
21	$5,851,347
22	$4,627,487
23	$3,253,525
24	$1,715,918
25	$0

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution adopting 180-day wait period exception to hire retired annuitant, Michael Pato, former Senior Management Analyst, in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution approving the hiring of retired annuitant, Michael Pato, former Senior Management Analyst, in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

SUMMARY

A California Public Employees Retirement System (CalPERS) retiree who returns to employment with a CalPERS agency is referred to as a "retired annuitant." CalPERS requires that retirees serve a 180-day waiting period between their retirement date and their first day of post-retirement employment. Government Code 7522.56 permits an agency to waive the 180-day waiting period in instances where the retired annuitant is needed to perform work of a limited duration, work on special projects, or to perform work due to work exceeding staff capacity. Michael Pato retired as a Senior Management Analyst on December 27, 2024. The City has an immediate need for staff to assist with review of lease proposals for City property, including telecommunications, with particular emphasis on land use and infrastructure considerations and Mr. Pato has the requisite knowledge and skills to perform this work.

DISCUSSION

In accordance with Government Code section 7522.56 and to ensure continuity of operations, staff recommends that City Council adopt a resolution approving the hiring of retired annuitant, Michael Pato, as a Special Projects Coordinator absent a 180-day waiting period. The City has an immediate need for staff to assist with review of lease proposals for City property, including telecommunications, with particular emphasis on land use and infrastructure considerations as the City has several active applications for telecommunications and other uses on City property that need to be reviewed and processed. Due to current staffing and employee workloads, additional support is needed to move these applications forward. In his role as a Senior Management Analyst, Mr. Pato performed this work and has

the experience, familiarity, and the skill to work on these complex projects with little to no training and allow for continuity of critical operations, whereas if the City were to hire a consultant or other temporary staff, it would take significant additional staff time to bring them up to speed. Given the volume of high level, complex projects the Department has, Mr. Pato will provide up to an additional 960 hours of operating support as he knows Livermore's processes, systems, and challenges.

The retiree did not receive any retirement related incentive, such as a "golden handshake" or any other incentive to retire. CalPERS rules dictate that compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties.

FISCAL AND ADMINISTRATIVE IMPACTS

The Special Projects Coordinator is not a "regular staff position" and there will be no net increase in headcount to make the temporary hire noted above. Retired annuitants are not entitled to any city employment benefits or property rights associated with regular employment. Therefore, the cost of hire is limited to salary only. The fiscal impact to make the temporary hire noted above is approximately $70,824 that will be funded through savings generated by vacant positions in the Innovation and Economic Development Department.

COMMUNITY PILLAR

5: A City That Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Resolution
2. Exhibit A - Offer Letter with Enclosures

Prepared by: Kristen Hilton
Human Resource Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING 180-DAY WAIT PERIOD EXCEPTION TO HIRE A RETIREE IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 7522.56 AND 21224

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City Council for the City of Livermore must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Michael Pato retired from the City of Livermore in the position of Senior Management Analyst, effective December 27, 2024; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 27, 2025 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Livermore, and Michael Pato certify that Michale Pato has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council for the City of Livermore hereby appoints Michael Pato as an extra help retired annuitant to perform the duties of a Special Projects Coordinator for the City of Livermore under Gov. Code section 21224 effective February 24, 2025; and

WHEREAS, the entire employment agreement, contract or appointment document between Michael Pato and the City of Livermore has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $13,030.51 and the hourly equivalent is $75.17, and the minimum base salary for this position is $10,424.41 and the hourly equivalent is $60.14; and

WHEREAS, the hourly rate paid to Michael Pato will be $73.77; and

WHEREAS, Michael Pato has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City Council of the City of Livermore hereby certifies the nature of the appointment of Michael Pato as described herein and detailed in the attached appointment document and that this appointment is necessary to fill the critically needed position of Special Projects Coordinator for the City of Livermore by February 24, 2025 because due to current staffing and employee workloads in the Innovation and Economic Development Department, additional support is needed to move critical and time sensitive projects forward. Michael Pato has the experience, familiarity, and the skill to work on these complex projects.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Conditional Offer Letter (personal information redacted for publication)

[Date to be inserted after the resolution approving the certification is adopted]

Michael Pato
XXXX **[Home address redacted from publication]**
XXXX

Dear Michael Pato:

We are pleased to inform you that the City of Livermore is extending an offer of employment to you as a temporary employee in the Innovation and Economic Development Department. Your job title will be Special Projects Coordinator. Your first day of employment will be [**date to be inserted**]. Continued temporary employment is contingent upon the successful completion of the City's backgrounding process, which includes Livescan fingerprinting and a DMV report. A Human Resources representative will contact you to provide information on scheduling your Livescan fingerprinting appointment.

In accepting this temporary position, you will be paid at the rate of $73.77 per hour and will be subject to changes in your work shift, schedule, or location as the need of the City may require. Your temporary employment is for up to 29 hours per week not to exceed 960 hours in a fiscal year.

Temporary employees are not eligible for benefits and are at-will employees. As per the City of Livermore Personnel Rules & Regulations, at-will employees are defined as an employee who does not have a legal right to continued employment with the City and who therefore may be disciplined or discharged with or without cause and without the right of appeal. All City of Livermore regular job openings are posted on our website: https://www.governmentjobs.com/careers/livermoreca. Interested candidates are encouraged to review the site regularly as new jobs are frequently posted.

Please confirm your acceptance of our job offer by signing this letter and bringing it to the Human Resources Division on your first day of work.

The Federal Immigration Act requires that you provide us with proof of citizenship or authorization to work in the United States. You are required to provide us with this proof within three days of your hire date. Enclosed is a list of acceptable documents for proof of identity and legal ability to work in the United States. You will need to bring these document(s) to Human Resources on the day you begin your employment with the City, and no later than 72 hours after reporting to work at your jobsite.

EXHIBIT A

We welcome you back and wish you every success in your employment with the City of Livermore.

Please contact us if you have any additional questions at (925) 960-4100.

Sincerely,

Tina Olson
Administrative Services Director

_____ _____
Employee's Signature Date

Enclosures
1. I-9 Lists of Acceptable Documents
2. Special Projects Coordinator Job Specification
3. Unclassified and Hourly Salary Schedule

LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.
* Documents extended by the issuing authority are considered unexpired.
Employees may present one selection from List A or a
combination of one selection from List B and one selection from List C.
Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		**1.** Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		**1.** A Social Security Account Number card, unless the card includes one of the following restrictions: **(1)** NOT VALID FOR EMPLOYMENT **(2)** VALID FOR WORK ONLY WITH INS AUTHORIZATION **(3)** VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		**2.** ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		**2.** Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		**3.** School ID card with a photograph		**3.** Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		**4.** Voter's registration card		**4.** Native American tribal document
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: **a.** Foreign passport; and **b.** Form I-94 or Form I-94A that has the following: **(1)** The same name as the passport; and **(2)** An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		**5.** U.S. Military card or draft record		**5.** U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		**6.** Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		**7.** Employment authorization document issued by the Department of Homeland Security For examples, see **Section 7** and **Section 13** of the M-274 on **uscis.gov/i-9-central**. The Form I-766, Employment Authorization Document, is a List A, **Item Number 4.** document, not a List C document.
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI				

Acceptable Receipts

May be presented in lieu of a document listed above for a temporary period.
For receipt validity dates, see the M-274.

• Receipt for a replacement of a lost, stolen, or damaged List A document. • Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. • Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.

*Refer to the Employment Authorization Extensions page on **I-9 Central** for more information.

SPECIAL PROJECTS COORDINATOR

DEFINITION

This is a temporary classification used for temporary employees who are hired to perform project/program support functions requiring specialized knowledge, skills, and abilities. This classification may not be used for ongoing or repetitive use. Duties will vary widely based on the needs of the department, division, or section.

DISTINGUISHING CHARACTERISTICS

This is a temporary, part-time, at-will position working less than 1,000 hours per fiscal year. Temporary employment does not include benefits.

SUPERVISION AND TRAINING RECEIVED

Receives direct supervision and direction from assigned supervisory or management staff.

SUPERVISION EXERCISED

None.

EXAMPLES OF IMPORTANT AND ESSENTIAL FUNCTIONS

The following list is designed to be a sample of the required essential functions:

- Completes special projects requiring specialized skills and knowledge.
- Prepares reports, memos, and records.
- Gathers records, and/or analyzes data.
- May make oral presentations.
- Interfaces orally and in writing with members of the public, and City employees.
- Provides information and assistance to the public.
- Maintains files and records.
- Operates program related equipment.
- Operates general office equipment including word processing, spreadsheet, data base, and other computer applications.
- Performs related work as required.

OTHER

Effectively applies the required knowledge and skills in the daily performance of assigned duties including but not limited to; reads, comprehends, and interprets a variety of City written materials including policies, codes, ordinances, and regulations. Must successfully complete a full background investigation as a condition of employment. May require possession of a valid California Class C Driver's License and a satisfactory driving record as determined by the City.

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EXHIBIT A

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$16.50 - $30.00	12/30/24
8205	Field/Maintenance Aide	$16.50 - $30.00	12/30/24
8210	Law Clerk	$16.50 - $26.00	12/30/24
8230	Temporary Librarian	$22.00 - $32.00	01/01/24
8235	Temporary Library Assistant	$20.00 - $30.00	01/01/24
8240	Temporary Library Clerk	$18.00 - $28.00	01/01/24
8215	Library Aide	$16.50 - $20.00	12/30/24
8220	Police Cadet	$16.50 - $26.00	12/30/24
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

6.1	Resolution authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement with Ava Community Energy and determining that the agreement is in the City's best interest. Material: PowerPoint Presentation
7.1	Resolution adopting 180-day wait period exception to hire retired annuitant, Michael Pato, former Senior Management Analyst, in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Helena Graves
Deputy City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director





Renewable Energy & Storage Power Purchase Agreement

February 10, 2025

Tricia Pontau, Sustainability Program Manger

1

Project Scope

- 25-year Power Purchase Agreement with Ava Community Energy
- Solar and battery storage at five City facilities
  - City Hall, Civic Center Meeting Hall, Maintenance Service Center, Police Department, and Water Reclamation Plant
- Benefits:
  - Provides backup power during outages
  - Reduces time-of-use (TOU) energy costs
  - Lowers reliance on diesel generators
  - Provides solar on covered carports
    - Approx. 36 spaces at City Hall, 20 spaces at Police, and 4 at Civic Center Meeting Hall





2

Financial Terms

- No upfront capital costs for the City.
- Green Bridge (project owner) and Gridscape (developer) will finance, install, own, operate, and maintain the systems.
- City will make monthly payments to Ava for energy generated and storage capacity.
- Project savings of $2.1M over the 25 years.
- Grandfathered under NEM 2.0 if installed by April 2026, ensuring higher compensation for excess solar energy.

CITY OF LIVERMORE CALIFORNIA

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Recommendation

Staff recommends the City Council adopt two resolutions:

1. Determining the project is exempt from the California Environmental Quality Act (CEQA) because it is consistent with California Public Resources Code section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot, meeting certain characteristics, are exempt from CEQA.

CITY OF LIVERMORE CALIFORNIA

4

Recommendation (cont.)

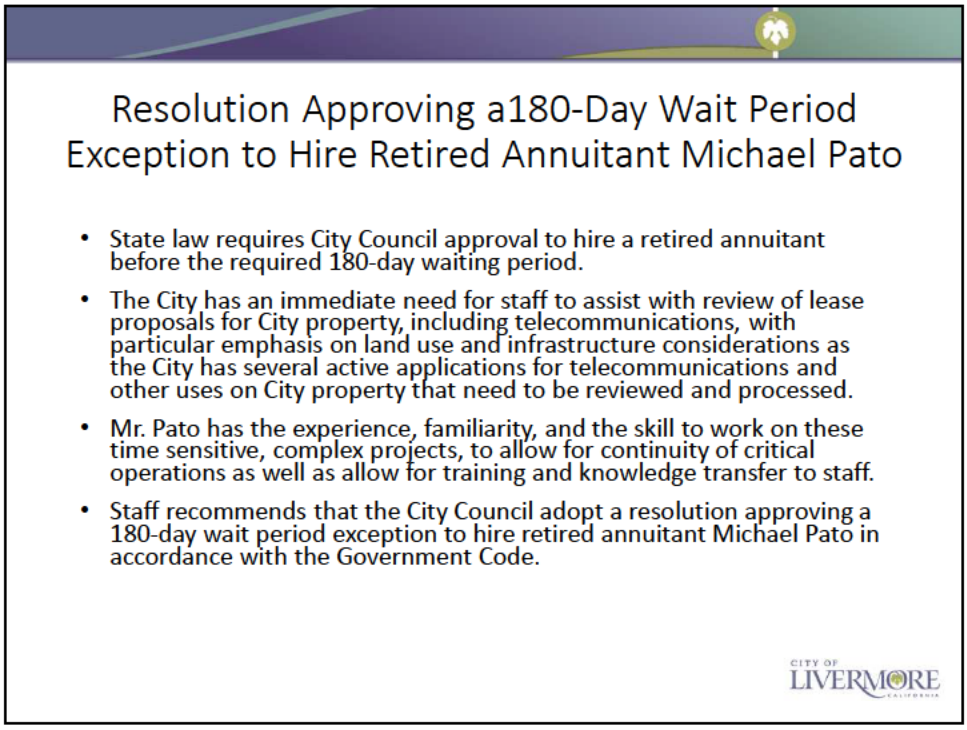
2. Authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement between the City and Ava Community Energy in substantially the same form as the draft agreement, subject to the City Attorney's approvals as to form, pursuant to the California Government Code (sections 4217.10 through 4217.18), and determining pursuant to California Government Code section 4217.12 that the agreement is in the City's best interest because the anticipated energy costs will be less than the marginal cost the City would otherwise pay for the consumed energy, which savings will also offset any potential revenue from Ava to place its equipment on City facilities.

CITY OF LIVERMORE CALIFORNIA

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LIVERMORE
CALIFORNIA
Resolution Approving a 180-Day Wait Period Exception to Hire Retired Annuitant Michael Pato
February 10, 2025
Presented by:
Kristen Hilton, Human Resources Manager
CITY OF LIVERMORE

1


Resolution Approving a180-Day Wait Period Exception to Hire Retired Annuitant Michael Pato
State law requires City Council approval to hire a retired annuitant before the required 180-day waiting period.
The City has an immediate need for staff to assist with review of lease proposals for City property, including telecommunications, with particular emphasis on land use and infrastructure considerations as the City has several active applications for telecommunications and other uses on City property that need to be reviewed and processed.
Mr. Pato has the experience, familiarity, and the skill to work on these time sensitive, complex projects, to allow for continuity of critical operations as well as allow for training and knowledge transfer to staff.
Staff recommends that the City Council adopt a resolution approving a 180-day wait period exception to hire retired annuitant Michael Pato in accordance with the Government Code.
CITY OF LIVERMORE

2

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	1/28/2025	Livermore Valley Chamber of Commerce	Board meeting	Provided City report, approved financials.
Mayor Marchand	1/29/2025	City of Livermore	Graduation	Recognized the first graduates of the Library's online High School Graduation event.
Mayor Marchand	1/30/2025	City of Livermore	TV 30 Mayor's Report	Provided City update.
Mayor Marchand	1/30/2025	Livermore Valley Chamber of Commerce	Ribbon cutting	Welcomed a new business, Junbi Matcha and Tea.
Mayor Marchand	2/1/2025	City of Livermore	Welcome, community event	Welcoming event for the Islamic Center of Livermore.
Mayor Marchand	2/5/2025	Livermore Valley Chamber of Commerce	Business Alliance	Provided City Report and heard a presentation on local real estate trends.
Mayor Marchand	2/7/2025	San Joaquin Regional Rail Commission	Commission meeting	Fair revenue and ridership are up. reviewed wayfinding manual, and received update on the Stockton Diamond project.
Mayor Marchand	2/8/2025	City of Livermore	Eagle Scout Court of Honor (COH)	Attended the COH for Jack Orthmann and presented a Certificate of Recognition.
Mayor Marchand	2/10/2025	City of Livermore	Abilities Awareness Week	Participated in the reading program.
Mayor Marchand	2/10/2025	Alameda County Transportation Commission (ACTC)	Planning, Policy and Legislation subcommittee	Heard a review and comments on the Congestion Management Plan and the legislative update.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Dunbar	2/9/2025	Dinner / Meeting with Monya Lane and UC Merced Dean of Engineering		Merced and City of Merced partnership successes, etc.
Council Member Dunbar	1/29/2025	East Bay Leadership Council Speaker Series - Judy Woodruff	East Bay Leadership Council Speaker Series - Speaker Judy Woodruff	
Council Member Dunbar	1/27/2025	Alameda County Agricultural Advisory Trails Subcommittee	Meeting	Discussed trail priorities, LARPD/EBRPD funding streams, welcomed James Boswell from LARPD.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Wang	1/28/2025	Livermore Amador Valley Transit Authority (LAVTA) Finance & Admin Committee	Committee meeting	Treasurer's report, 2025 legislative program, discussion of existing fare and fare policies.
Council Member Wang	1/29/2025	Livermore Public Library	First graduation for Career Online High School program	Congratulations to Rui Liao and Qing Bai!.
Council Member Wang	1/30/2025	Joe Michell TK-8 School	Multicultural Festival	Festival by students and parents with food, displays, activities, and performances.
Council Member Wang	2/2/2025	Livermore Valley Arts	Lunar New Year celebration at Bankhead Plaza	Food, booths, performances.
Council Member Wang	2/3/2025	Livermore Amador Valley Transit Authority (LAVTA)	Board meeting	Resolution of appreciation and bus stop naming for Karla Brown, 2025 legislative
Council Member Wang	2/5/2025	Tri-Valley Nonprofit Alliance (TVNPA)	"Know Your Rights" online webinar	Presentation by Pleasanton immigration attorney Spojmie Nasiri on our rights in potential encounters with immigration
Council Member Wang	2/6/2025	City of Livermore Maintenance Service Center	Tour by Acting Public Works Director Judy Erlandson and Maintenance & Golf Operations Manager Joe Prime	See how we make the 12,000 signs all over our city, manage the landscaping around town, maintain the traffic lights, and service our 27 buildings and 390 "rolling assets," including fire trucks and police vehicles.
Council Member Wang	2/8/2025	Las Positas College, Lawrence Livermore National Lab, local school districts, including LVJUSD	Science on Saturday	The engineering of adaptive optics.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.2**

DATE: February 10, 2025

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Item Received at the Meeting

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Skip to main content

Received at the Livermore City Council meeting of:
February 10, 2024

