LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, JANUARY 26, 2026

REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:30 PM

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

CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBER
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
Kristie Wang, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Steven Dunbar, Council Member

1. CLOSED SESSION - 6:30 PM

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

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

1.1 Conference with Legal Counsel – Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. One Case.
Rojas v. AFF Trans, LLC, Eriksen v. AFF Trans, LLC, Alameda County Superior Court Case No. RG21102542 (Two cases consolidated into one); City of Livermore v. The Superior Court of Alameda County, First District Court of Appeals Case No. A175197.

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Presentation of Military Banners to Families.

Recommendation:
Staff recommends City Council accept the Military Banners presentation to the families of the honorees.

Staff Report
Attachments:
1. 2025 Military Banner Program

3.2 Alameda County Transportation Commission (ACTC) Rail Safety Enhancement Program – Phase A Project update presented by Angelina Leong, Principal Program Analyst.

Recommendation:
Staff recommends the City Council receive the update.

Staff Report

4. ADVISORY BODY APPOINTMENTS - NONE

5. 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.
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

6. 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.

6.1 Approval of draft minutes - January 12, 2026 Regular Meeting.

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

Staff Report
Attachments:
1. DRAFT 2026-01-12

6.2 Resolution authorizing execution of a Memorandum of Understanding with Alameda County Transportation Commission and Construction and Maintenance Agreements with Union Pacific Railroad and Alameda County Transportation Commission for the construction of the L Street and Junction Avenue railroad crossings as part of the Rail Safety Enhancement Program – Phase A Project of Alameda County Transportation Commission and Livermore SM2025-22.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Memorandum of Understanding with Alameda County Transportation Commission (Alameda CTC) for construction of the L Street and Junction Avenue railroad crossings as part of the Rail Safety Enhancement Program – Phase A Project of Alameda CTC and Livermore SM202522, a Construction and Maintenance (C&M) agreement with Union Pacific Railroad (UPRR) and Alameda CTC for L Street, and a C&M Agreement with UPRR and Alameda CTC for Junction Avenue.

Staff Report
Attachments:

1. Location Map
2. Resolution
3. Exhibit A - MOU
4. Exhibit B - L Street C&M Agreement
5. Exhibit C - Junction Avenue C&M Agreement

6.3 Resolution authorizing execution of an agreement with Block by Block-CA, Inc. in an amount not to exceed $642,315 for FY 2025-26 and FY 2026-27 to provide essential health and sanitation services through the Community Ambassador Program.

Recommendation:
Staff recommends City Council authorize the City Manager to execute an agreement between the City of Livermore and Block by Block-CA, Inc. in an amount not to exceed $642,315 for FY 2025-26 and FY 2026-27 to provide essential health and sanitation services through the Community Ambassador Program.

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

6.4 Resolution authorizing the allocation of General Funds and Social Opportunity Endowment Funds in the total amount of $255,578 for Fiscal Years 2025-27 and authorizing the execution of documents required to receive, use and distribute funds.

Recommendation:
The Human Services Commission and staff recommend the City Council adopt a resolution authorizing the allocation of $255,578 in funding for Fiscal Years 2025-27 as listed below and authorizing the City Manager to negotiate and execute all related documents, grant agreements, and modifications.

1. General Funds in the amount of $200,000
2. Social Opportunity Endowment (SOE) Funds in the amount of $55,578

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Human Services Grant Funding FY 2025-26 and FY 2026-2027 Recommendations

6.5 Resolution accepting the Annual Comprehensive Financial Report (ACFR) and Other Audit Reports for the Fiscal Year ended June 30, 2025.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the following reports for Fiscal Year 2024-25 as completed:

1. Annual Comprehensive Financial Report, and ratify and approve the audited financial statements presented therein in accordance with Government Code §37208;
2. Alameda County Transportation Commission Measure B Program Financial

Statements;
3. Alameda County Transportation Commission Measure BB Program Financial Statements;
4. Alameda County Transportation Commission Vehicle Registration Fee (VRF) Measure F Program Financial Statements;
5. Agreed Upon Procedures for Compliance with the Proposition 111 2024-25 Appropriations Limit Increment;
6. Memorandum of Internal Control; and
7. 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

7. PUBLIC HEARINGS - NONE

8. MATTERS FOR CONSIDERATION - NONE

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

10. ADJOURNMENT

To a Regular City Council meeting on Monday, February 9, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

11. SUPPLEMENTAL MATERIALS

11.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

12. 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 Advisory Body Appointments, Consent Calendar, or Matters for Consideration items. These comments are also subject to the 3-minute limit. Public comment is not accepted on Proclamations and Presentations.

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. 3.1**

DATE: January 26, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Presentation of Military Banners to Families.

RECOMMENDED ACTION

Staff recommends City Council accept the Military Banners presentation to the families of the honorees.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2025 Military Banner Program

Prepared by: Kathy Hughes
Administrative Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

2025 Military Banner Program

Sponsor/Banner Recipeint	Honoree
Chris & Michelle Padagas*	Senior Airman Kieran Padagas
Patricia Rubio*	Sergeant First Class Margarito Rubio
Roberta Woodruff*	Lance Corporal Joseph Schweig
Helena Graves*	Captain Alexander Graves
Shirley Packard*	Private E3 Sean Packard
The Gregory Family	Seaman First Class Leonard Gregory
Ron & Marsha Gillette	Quartermaster Third Class Keith Anderson
The Alviso Family	Sergeant Alfred Alviso
Michelle Mitchell & Paul Maciolek	Sergeant Tec 4 William Mitchell
The Wilson-Smylie Families	Sergeant George Wilson
The Lee Family	Lance Corporal Mark Lee
The Coffer & Littlefield Families	Airman Second Class Robert Silva
The Lisle Family	Quartermaster Q First Class Eugene Lisle
The Sousa Family	Private E2 Enzo Barcelona
The Morgan Family	Captain Michael Morgan
The DePeralta Family	Hull Technician Chief Rudolfo DePeralta
The City of Livermore	Second Lieutenant Thomas Kelly

* Families will be present for presentation of banners.

LIVERMORE
CALIFORNIA

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

DATE: January 26, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Alameda County Transportation Commission (ACTC) Rail Safety Enhancement Program – Phase A Project update presented by Angelina Leong, Principal Program Analyst.

RECOMMENDED ACTION

Staff recommends the City Council receive the update.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Ashley Zieba
Acting City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: January 26, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - January 12, 2026 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

DECISION TYPE

Administrative

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2026-01-12

Prepared by: Ashley Zieba
Acting City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JANUARY 12, 2025

REGULAR MEETING

1. CLOSED SESSION - NONE

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

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

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS – NONE

4. ADVISORY BODY APPOINTMENTS

4.1 Confirmation of City Historian Appointment and administration of oath of office.

City Historian

Jeff Kaskey to an unexpired term ending February 1, 2026, and a regular term ending February 1, 2028.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 5-0 VOTE THE CITY COUNCIL CONFIRMED THE APPOINTMENT.*

*Per Section 15.3 of the adopted City Council Meeting Rules of Procedure, Council Member Branning's initial abstention from the item, must be tabulated in favor of the motion due to participation during consideration.

Acting City Clerk Ashley Zieba administered the oath of office.

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Joe Lee provided a comment.

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

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

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

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

6.1 Approval of draft minutes – December 8, 2025 Regular Meeting.

6.2 Adoption of Ordinance 2182 approving Planned Development (PD) 25-001 for the Abboud Townhomes.

6.3 Resolution 2026-001 authorizing the execution of a first amendment to the agreement with Interwest Consulting Group, Inc., for on-call engineering and project management services for various Capital Improvement Plan projects, increasing the not-to-exceed amount from $200,000 to $1,500,000.

6.4 Resolution 2026-002 authorizing the execution of a first amendment to the agreement with Gannett Fleming, Inc. for on-call engineering and project management services for various Capital Improvement Plan projects, increasing the not-to-exceed amount from $200,000 to $800,000.

6.5 Resolution 2026-003 authorizing the City Manager to execute first amendments to the lease agreements between the City and New Cingular Wireless PCS, LLC.

6.6 Resolution 2026-004 Intention to establish City of Livermore Community Facilities District 2026-1 (Garaventa Services).

6.7 Update on Host Community Impact Fee Reserve Policy related to the Bankhead Theater.

7. PUBLIC HEARINGS - NONE

8. MATTERS FOR CONSIDERATION - NONE

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

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL

MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

Livermore-Pleasanton Fire Department Joint Powers Authority Council Member Dunbar noted his attendance at the December 15, 2025 Board meeting.

Council Member Branning expressed support for warming stations; urged residents to reach out to local shelters and donation centers by asking for needed items.

10. ADJOURNMENT – at 7:18 pm to a Regular City Council Meeting on Monday, January 22, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
ASHLEY ZIEBA, ACTING CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: January 26, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of a Memorandum of Understanding with Alameda County Transportation Commission and Construction and Maintenance Agreements with Union Pacific Railroad and Alameda County Transportation Commission for the construction of the L Street and Junction Avenue railroad crossings as part of the Rail Safety Enhancement Program – Phase A Project of Alameda County Transportation Commission and Livermore SM2025-22.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Memorandum of Understanding with Alameda County Transportation Commission (Alameda CTC) for construction of the L Street and Junction Avenue railroad crossings as part of the Rail Safety Enhancement Program – Phase A Project of Alameda CTC and Livermore SM202522, a Construction and Maintenance (C&M) agreement with Union Pacific Railroad (UPRR) and Alameda CTC for L Street, and a C&M Agreement with UPRR and Alameda CTC for Junction Avenue.

DECISION TYPE

Administrative

SUMMARY

Alameda CTC is the Project Sponsor and Implementing Agency for the Rail Safety Enhancement Program – Phase A (RSEP-A) Project. The RSEP-A Project will construct at-grade crossing pedestrian and roadway safety improvements at 26 at-grade crossings and 2 trespass locations throughout Alameda County, including the L Street and Junction Avenue at-grade crossings in the City of Livermore. Attachment 1 shows the locations of the Livermore crossings. The construction MOU and 2 C&M Agreements are required for Alameda CTC to complete the Right-of-Way Certification allowing Alameda CTC to obtain grant funding for construction.

DISCUSSION

The RSEP-A Project addresses an urgent safety need along several Alameda County rail corridors and was developed as an outgrowth from the 2016 Countywide Goods Movement Plan and the 2018 Rail Strategy Study which prioritized at-grade crossings in Alameda County. RSEP-A will install proven safety measures recommended by the California Public Utilities Commission (CPUC) as the safety regulatory agency, UPRR and the local jurisdiction and aims to achieve the following objectives:

- Improve safety for all users by reducing trespass collisions at railroad crossings
- Improve safety of rail operations
- Improve efficiency and reliability of freight operations
- Close gaps and remove barriers in multimodal transportation network
- Encourage shift to active transportation modes

The proposed improvements at the Livermore at-grade crossings at L Street and Junction Avenue include the following elements:

- New concrete track panels required for the added pedestrian infrastructure
- Upgraded train-activated vehicle gate arms and flashing light signals
- New train-activated pedestrian gate arms and flashing light signals
- Manual emergency swing gates
- Upgraded advance railroad warning pavement markings and signage
- New sidewalk
- New railing for pedestrians
- Detectable warning surfaces to alert people with disabilities
- Fencing to prevent trespassing in a dangerous train environment
- Median islands to prevent driving around activated gates during a train event
- Street lighting upgrades

RSEP-A has secured $80 million of external grant funding for the construction phase [$25 million from the Federal Railroad Administration's Consolidated Rail Infrastructure and Safety Improvements Program, $25 million from the Metropolitan Transportation Commission's Regional Measure 3 Program and $30 million from the California Transportation Commission's (CTC) Senate Bill 1 Trade Corridor Enhancement Program]. RSEP-A will be delivered in multiple-phased construction packages and will use the alternative Construction Manager/General Contractor (CM/GC) delivery method which allows for early contractor engagement and a streamlined construction procurement process.

The grade crossings in the City of Livermore and the City of Hayward are part of the first construction package. Alameda CTC has awarded the Construction Management contract to WSP USA, Inc., and a pre-construction services contract for CM/GC services with Clark Construction. Alameda CTC is working with City of Livermore staff before and during construction to provide sufficient noticing and coordination with transit operators, stakeholders and the public. Securing funding from the external agencies is required to award the construction phase of the contract. Alameda CTC anticipates the following project milestones for Package 1 of RSEP-A:

- Right-of-Way Certification – March 2026
- Ready to List – March 2026
- CTC Meeting to Construction Funding – May 2026
- Award Construction Contract – June 2026
- End Construction for Livermore crossings – June 2027

The MOU with Alameda CTC defines the respective roles and responsibilities between the agencies during the construction phase. The C&M Agreements with UPRR and Alameda CTC define the construction and maintenance roles and responsibilities between the agencies. UPRR is responsible for constructing the track panel and signal work within UPRR right-of-way. Alameda CTC is responsible for all costs associated with UPRR's construction work which includes constructing the concrete track panels and vehicle and pedestrian gate signals and license fees since the project requires additional UPRR right-of-way for the improvements. The City of Livermore is responsible for making annual payments to UPRR for maintenance of improvements by UPRR between the track tie ends and for maintenance of the new improvements outside the track tie ends after the project is constructed.

These agreements are necessary for Alameda CTC to complete the Right-of-Way Certification which is a required document to achieve Ready-to-List and secure funding for construction from the CTC. Therefore, staff recommends the City Council adopt a resolution authorizing the City Manager to execute the necessary agreements required for construction of the RSEP-A Project.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the Railroad Crossings at Junction Avenue and L Street Project SM202522 is included in the 2025-2030 Capital Improvement Program (CIP), with $40,000 of Gas Tax Fund 560 in Fiscal Year 2025-26, $80,000 of Gas Tax Fund 560 in Fiscal Year 2026-27, and $40,000 of Gas Tax Fund 560 in Fiscal Year 2027-28. As Alameda CTC is the project sponsor and the implementing agency, the funding included in the Livermore 2025-2030 CIP is just for supporting services from City of Livermore staff such as design review and construction inspections. No additional appropriations are necessary for the project.

However, as indicated in the C&M Agreements, effective as of three years from effective date of the Agreements or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System, the City of Livermore is responsible to pay UPRR $3,125 per year per crossing, for a total of $6,250, payable annually in advance, as payment for UPRR's maintenance of the Signal System that is installed at Junction Avenue and L Street at-grade crossings. UPRR will increase such annual signal maintenance fee by 3% to account for future cost increases. This adjustment may be made by means of automatic adjustment in billing. These future maintenance costs will be included in the annual maintenance budget of the Public Works Department.

COMMUNITY PILLAR

1: A Safe Community That Thrives.

GOAL

10: Work to maintain a safe and efficient local transportation network and address safety concerns.

ATTACHMENTS

1. Location Map
2. Resolution

3. Exhibit A - MOU
4. Exhibit B - L Street C&M Agreement
5. Exhibit C - Junction Avenue C&M Agreement

Prepared by: Joanna Liu
Senior Transportation Engineer

Approved by:



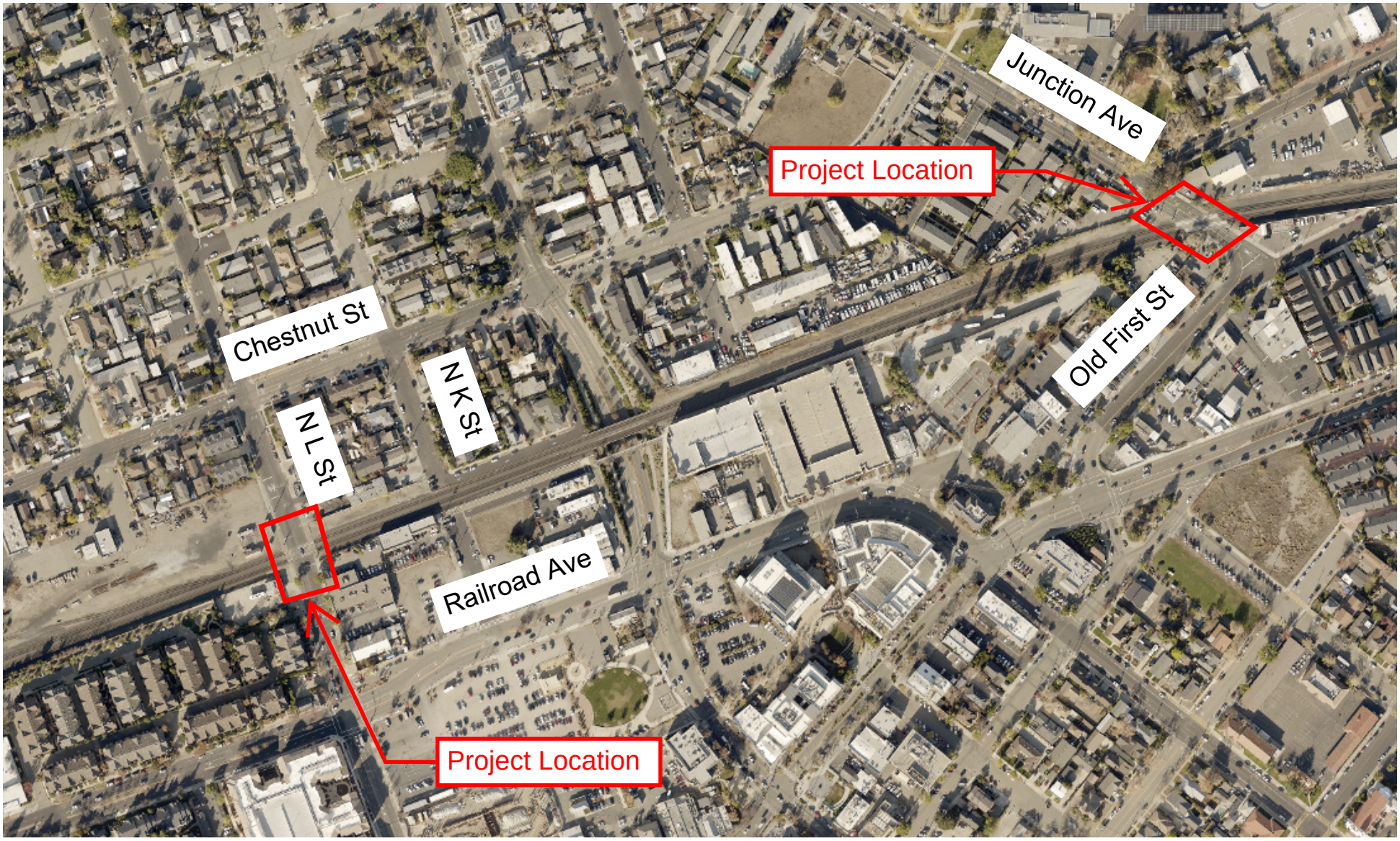
Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Project Location Map



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH ALAMEDA COUNTY TRANSPORTATION COMMISSION AND CONSTRUCTION AND MAINTENANCE AGREEMENTS WITH UNION PACIFIC RAILROAD AND ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR THE CONSTRUCTION OF THE L STREET AND JUNCTION AVENUE RAILROAD CROSSINGS AS PART OF THE RAIL SAFETY ENHANCEMENT PROGRAM – PHASE A PROJECT OF ALAMEDA COUNTY TRANSPORTATION COMMISSION AND LIVERMORE SM2025-22

Alameda County Transportation Commission (Alameda CTC) is the Project Sponsor and Implementing Agency for the Rail Safety Enhancement Program – Phase A (RSEP-A) Project. The RSEP-A Project will construct at-grade crossing pedestrian and roadway safety improvements at 26 at-grade crossings and two trespass locations throughout Alameda County, including the Junction Avenue and L Street at-grade crossings in the City of Livermore. The execution of the construction Memorandum of Understanding (MOU) and two Construction and Maintenance (C&M) Agreements are required for Alameda CTC to complete the Right-of-Way Certification allowing Alameda CTC to obtain grant funding for construction.

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 Memorandum of Understanding (MOU) with Alameda County Transportation Commission (CTC) for construction of the L Street and Junction Avenue railroad crossings as part of the Rail Safety Enhancement Program – Phase A Project of Alameda CTC and Livermore SM2025-22, attached hereto as Exhibit A, a Construction and Maintenance (C&M) agreement with Union Pacific Railroad (UPRR) and Alameda CTC for L Street, attached hereto as Exhibit B, and a C&M Agreement with UPRR and Alameda CTC for Junction Avenue, attached hereto as Exhibit C.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Ashley Zieba
Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – MOU
Exhibit B – L Street C&M Agreement
Exhibit C – Junction Avenue C&M Agreement

Docusign Envelope ID: 0DE3DE37-E143-4146-A9B5-2064E87DFC4B

MEMORANDUM OF UNDERSTANDING

for the

CONSTRUCTION OF THE RAIL SAFETY ENHANCEMENT PROGRAM – PHASE A PROJECT IN LIVERMORE

by and between

THE ALAMEDA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF LIVERMORE

This Memorandum of Understanding ("MOU") is dated for reference purposes only as of this _____, 2026, by and among the ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC") and the CITY OF LIVERMORE ("CITY"). ALAMEDA CTC and CITY are sometimes referred hereinafter to as the "PARTIES."

RECITALS

A. On March 22, 2018, ALAMEDA CTC approved the at-grade crossing prioritization framework in Alameda County through the Rail Strategy Study which resulted in the Rail Safety Enhancement Program ("RSEP").
B. On July 23, 2020, ALAMEDA CTC approved the award of pre-construction contracts for the RSEP-Phase A ("RSEP-A") Project ("PROJECT").
C. The PROJECT proposes to construct at-grade crossing improvements for bicyclists, pedestrians and vehicles at 26 at-grade crossings and two trespass areas throughout Alameda County to improve safety at grade crossings.
D. Alameda CTC, in cooperation with the CITY, proposes to deliver the PROJECT crossings within the City of Livermore, which includes the following crossings:
    1. Junction Avenue (DOT# 834044E)
    2. L Street (DOT #834040C)
E. ALAMEDA CTC is the Sponsor and Implementing Agency for the Project.
F. On February 1, 2023, Alameda CTC, as the lead agency, approved the California Environmental Quality Act Categorical Exemption for the Livermore crossings.
G. On June 7, 2024, the CITY, Union Pacific Railroad ("UPRR") and the California Public Utilities Commission ("CPUC") approved the 100% design plans for the Livermore crossings.
H. On September 5, 2024, the Federal Railroad Administration approved the National Environmental Policy Act Categorical Exclusion for the Livermore crossings.
I. ALAMEDA CTC has obtained competitive grants for the PROJECT including through Regional Measure 3 ("RM3"), California's Trade Corridor Enhancement Program ("TCEP"), and federal Consolidated Rail Infrastructure and Safety Improvements ("CRISI") program, which require that ALAMEDA CTC execute one or more memoranda of understanding or interagency agreements.
J. The PARTIES understand that they will need Commission and Council approval to enter into Construction and Maintenance Agreements with UPRR to memorialize the construction and maintenance roles and responsibilities and associated costs for PROJECT elements within UPRR right-of-way.
K. The PARTIES enter into this MOU to document and clearly define the respective roles and responsibilities during the construction phase of the PROJECT.
L. Execution of this MOU was approved pursuant to action of the ALAMEDA CTC on November 19, 2020 and by the City Council of the CITY by Resolution No. _____ on January ____, 2026.

Docusign Envelope ID: 0DE3DE37-E143-4146-A9B5-2064E87DFC4B

AGREEMENT

NOW, THEREFORE, ALAMEDA CTC and CITY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

SECTION A. DEFINITIONS

A.1 "Accept" or "Acceptance": The written acceptance by the CITY of ALAMEDA CTC's design and construction work on and within the limits of the PROJECT within the CITY right-of-way, including all improvements and related property interests.

A.2 "Contract": One or more contracts for the construction of the PROJECT within the City of Livermore.

A.3 "Contract Documents": The official bid documents, including general and technical provisions/specifications for construction of the PROJECT, which outline required materials, construction methods, and other requirements to be utilized and executed by ALAMEDA CTC's construction contractor.

A.4 "Contract Drawings": The official plans, profiles, typical cross sections, elevations, schedules, and details listed or referenced in ALAMEDA CTC's contract for construction of the PROJECT or amendments thereto which show the locations, character, details, and dimensions of the PROJECT to be constructed by ALAMEDA CTC.

A.5 "PROJECT": Refer to Recital C.

A.6 "PROJECT Construction Area": The areas of improvements as well as work zones, staging areas, or other additional areas determined by construction contractor to be necessary for effectuating project construction.

A.7 "Maintenance": The preservation and keeping of rights-of-way and roadway infrastructure in good condition and repair, drainage infrastructure, electrical infrastructure, landscaping, and other facilities in the safe and useable condition, exclusive of reconstruction or further improvement.

A.8 "Construction Stage": A series of construction activities, as determined by contractor's approved schedule, that will be initiated and completed prior to beginning subsequent stages.

SECTION B. CONSTRUCTION

ALAMEDA CTC AGREES:

A. To advertise, award, and administer the Contract for construction, and cause such construction to be performed in accordance with Contract Documents and Drawings as approved by the CITY.
B. To manage and oversee the Engineer of Record, Construction Management and construction contractor contracts.
C. That all improvements to be constructed that will be accepted by CITY will be designed and constructed in full compliance with the Contract Drawings, as potentially modified by any change orders, subject to CITY review and approval.
D. To cause construction contractors and their subcontractors to indemnify each of the PARTIES with respect to any liability or claims arising at any time out of the construction, and shall cause the

Docusign Envelope ID: 0DE3DE37-E143-4146-A9B5-2064E87DFC4B

construction contractor and its subcontractors to name each of the PARTIES as additional insured parties on the companies' respective liability insurance policies.

E. To provide CITY with drafts of any Bid Addendums or Change Orders to the Contract that affect CITY facilities, for such affected party's review and approval. CITY review and approval shall be limited to confirming whether each such Change Order is consistent with the description of the PROJECT in ***Exhibit A***, reflects prior decisions made by the PARTIES with respect to design of any improvements affected by the Change Order (if any), and is consistent with CITY construction standards.

F. To include all necessary fees in its contractor's bid and ensure its contractor obtains all necessary permits from the CITY to construct the PROJECT within CITY right-of-way, as required, prior to start of construction.

G. To provide two (2) months advance notice to CITY prior to commencement of project construction activities, including work to be completed by ALAMEDA CTC's contractor, UPRR, and utility relocation work for purposes of clearance of any jobsite obstructions.

H. Prior to the final CITY inspection, review and acceptance, ALAMEDA CTC will provide the CITY with all necessary historic project information, i.e. inspection reports, pictures, quality assurance documentation, and as-built records, for all improvements constructed within CITY right-of-way and/or improvements that the CITY will be required to maintain.

CITY AGREES:

A. To provide a Letter of Concurrence to ALAMEDA CTC stating approval of the final design plans before ALAMEDA CTC awards the Contract.

B. To issue all permits and to complete reviews of Contract Drawings, Bid Addendums, Change Orders and Requests for Information (RFIs), and provide all approvals required for construction of the PROJECT in a timely manner, as defined in the table below, and in accordance with any applicable relevant agency codes and ordinances.

Document	Response Time (Working Days)
Encroachment Permits	15
Contract Drawings	10
Bid Addendums	5
Change Orders	10
Response to RFIs	3
Traffic-Related Requests and Inquiries – Traffic Handling, Ingress/Egress and Lane Closures, etc.	3
Hazardous Material Submittals	5
Shop Drawing Submittals	14
Other Submittals	5
Commissioning Report	14
Final Punch List	5
Letter of Acceptance	5

C. To intermittently evaluate—through targeted construction inspections, oversight, and/or communications with ALAMEDA CTC staff—the improvements constructed within CITY right-of-way and/or improvements that the CITY will be required to maintain.

Docusign Envelope ID: 0DE3DE37-E143-4146-A9B5-2064E87DFC4B

D. Upon completion of the PROJECT construction, and after ALAMEDA CTC provides the CITY with all necessary historic project information, CITY will thereupon, without due delay, perform the necessary final reviews and inspections and issue determination as to whether work has been performed in accordance with CITY construction standards and contract documents. Upon acceptance of the PROJECT improvements, the CITY will provide a Letter of Acceptance, and CITY will accept ownership and maintenance responsibilities for the PROJECT from and after that time.

THE PARTIES AGREE:

A. To work cooperatively and develop a Communication Plan to further define and outline the PARTIES respective roles and responsibilities during the construction phase of the project.
B. To modify this MOU via written amendment(s) by PARTIES to this MOU, when reasonably requested by either PARTY.

SECTION C. OWNERSHIP

A. CITY will retain fee title to any underlying right-of-way that they currently hold upon which the PROJECT improvements will be constructed.
B. After CITY provides a final Letter of Acceptance, the CITY shall own all PROJECT improvements including asphalt and concrete pathways, curb ramps, sidewalks, median islands, street lighting, fencing, railings, drainage infrastructure, signage, pavement markings and landscaping, whether constructed upon right-of-way owned in fee by CITY, or upon land subject to an easement interest held by CITY.

Docusign Envelope ID: 0DE3DE37-E143-4146-A9B5-2064E87DFC4B

IN WITNESS WHEREOF, the PARTIES hereto have executed this MOU on the day and year first above written.

CITY OF LIVERMORE:

By: _____

Marianna A. Burch Date
City Manager

Approved as to Form:

DocuSigned by: DS
Tara Mazzanti JS
B099F65715704E2...

Deputy/Assistant/Senior Assistant/City Attorney

ALAMEDA COUNTY TRANSPORTATION COMMISSION:

By: _____

Tony Tavares Date
Executive Director

Recommended:

By: _____

Vivek Bhat Date
Deputy Executive Director
of Projects

Reviewed as to Budget/Financial Controls:

By: _____

Patricia Reavey Date
Deputy Executive Director
of Finance and Administration

Approved as to Legal Form:

By: _____

Fennemore LLP Date
ALAMEDA CTC Counsel

EXHIBITS

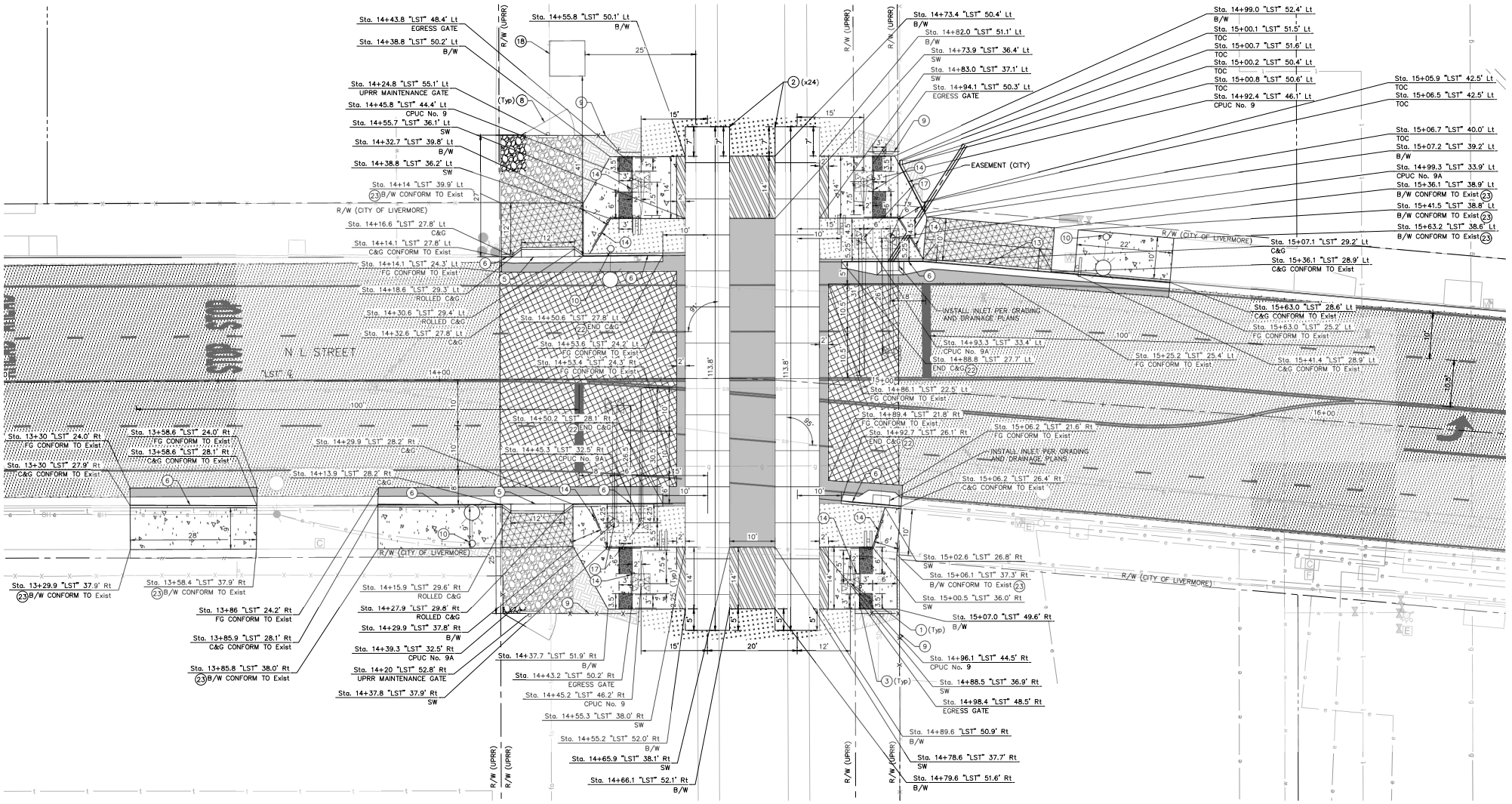
A. Project Improvement Layouts

Docusign Envelope ID: 0DE3DE37-E143-4146-A9B5-2064E87DFC4B

EXHIBIT A
TO
MEMORANDUM OF UNDERSTANDING

PROJECT IMPROVEMENT LAYOUT

EXHIBIT A



GENERAL NOTES

1. ALL ROADWAY ELEMENTS SHALL BE CONSTRUCTED PER CALTRANS STANDARDS, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL CONTACT UPRR PUBLIC PROJECTS MANAGER PRIOR TO ANY WORK WITHIN UPRR RIGHT-OF-WAY.
3. SEE SIGNING AND STRIPING PLANS FOR PAVEMENT MARKING AND SIGNAGE INFORMATION.
4. SEE PAVEMENT REHABILITATION PLANS FOR LIMITS OF PAVEMENT WORK

LEGEND

- SIDEWALK PER CITY OF LIVERMORE STANDARD DETAIL ST-5
- REINFORCED PCC SIDEWALK, SEE DETAIL C-1 ON CD-010
- DECOMPOSED GRANITE (RAILROAD BALLAST) PER DETAIL F-2 ON CD-010
- DECOMPOSED GRANITE, PER DETAIL F-1 ON CD-010
- ASPHALT Conc Pvmt PER Exist ROADWAY Pvmt SECTION
- DETECTABLE WARNING SURFACE PER CALTRANS STANDARD DETAIL A88A
- ASPHALT Conc SIDEWALK, SEE DETAIL C-2 ON CD-010
- CHAIN LINK FENCE, SEE LAYOUT NOTE 9
- PEDESTRIAN CHANNELIZATION, SEE LAYOUT NOTE 14
- ROADWAY ASPHALT MICROSURFACING
- ROADWAY ASPHALT 2" MILL AND OVERLAY

LAYOUT NOTES

1. PROVIDE AND INSTALL CPUC No. 9 (BY UPRR FORCES).
2. PROVIDE AND INSTALL CROSSING PANELS (BY UPRR FORCES).
3. PROVIDE AND INSTALL SWING GATE PER DETAIL A ON CD-010.
5. CONSTRUCT ROLLED CURB AND GUTTER PER DETAIL D ON CD-010.
6. CONSTRUCT CURB AND GUTTER PER CITY OF LIVERMORE STANDARD DETAIL ST-9A.
8. CONSTRUCT 12' WIDE TUBULAR STEEL GATE PER UNION PACIFIC RAILROAD ENGINEERING STANDARDS DRAWING 0076.
9. CONSTRUCT 42" CHAIN LINK FENCE (TYPE CL-3.5) PER CALTRANS PLAN A85A.
10. PROPOSED LUMINAIRE. SEE STREET LIGHTING PLANS FOR DETAILS.
13. RECONSTRUCT DRIVEWAY PER CITY OF LIVERMORE STANDARD DETAIL ST-7A.
14. CONSTRUCT 3' CHAIN LINK FENCE WITH BLACK PVC COATED WIRE PER CITY OF LIVERMORE STANDARD DETAIL ST-29.
17. PROVIDE AND INSTALL CPUC No. 9A (BY UPRR FORCES).
18. PROVIDE AND INSTALL 8'x8' SIGNAL CABINET (BY UPRR FORCES AND SUBJECT TO VERIFICATION BE UPRR).
22. CONSTRUCT CURB AND GUTTER TRANSITION PER DETAIL B-2 ON CD-010.
23. CONFORM TO Exist SIDEWALK PER CITY OF LIVERMORE STANDARD DETAIL ST-31.

GRAPHIC SCALE IN FEET 0 5 10 20

NORTH

CA: 1-800-642-2444 CALL BEFORE YOU DIG UNDERGROUND SERVICE ALERT CA: 1-800-642-2444 CALL TWO WORKING DAYS BEFORE YOU DIG

NO	REVISION / SUBMISSION	DATE

DESIGNED BY	JUMANAN, L.	10/28/2025
DRAWN BY	BROWN, T.	10/28/2025
CHECKED BY	JUMANAN, L.	10/28/2025
IN CHARGE	AGUIGUI, K.	10/28/2025

REGISTERED PROFESSIONAL ENGINEER — No. 48732 — STATE OF CALIFORNIA

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

Kimley»Horn
1300 CLAY STREET, STE 900
OAKLAND, CA 94612
(510) 625-0712

ALAMEDA County Transportation Commission
Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

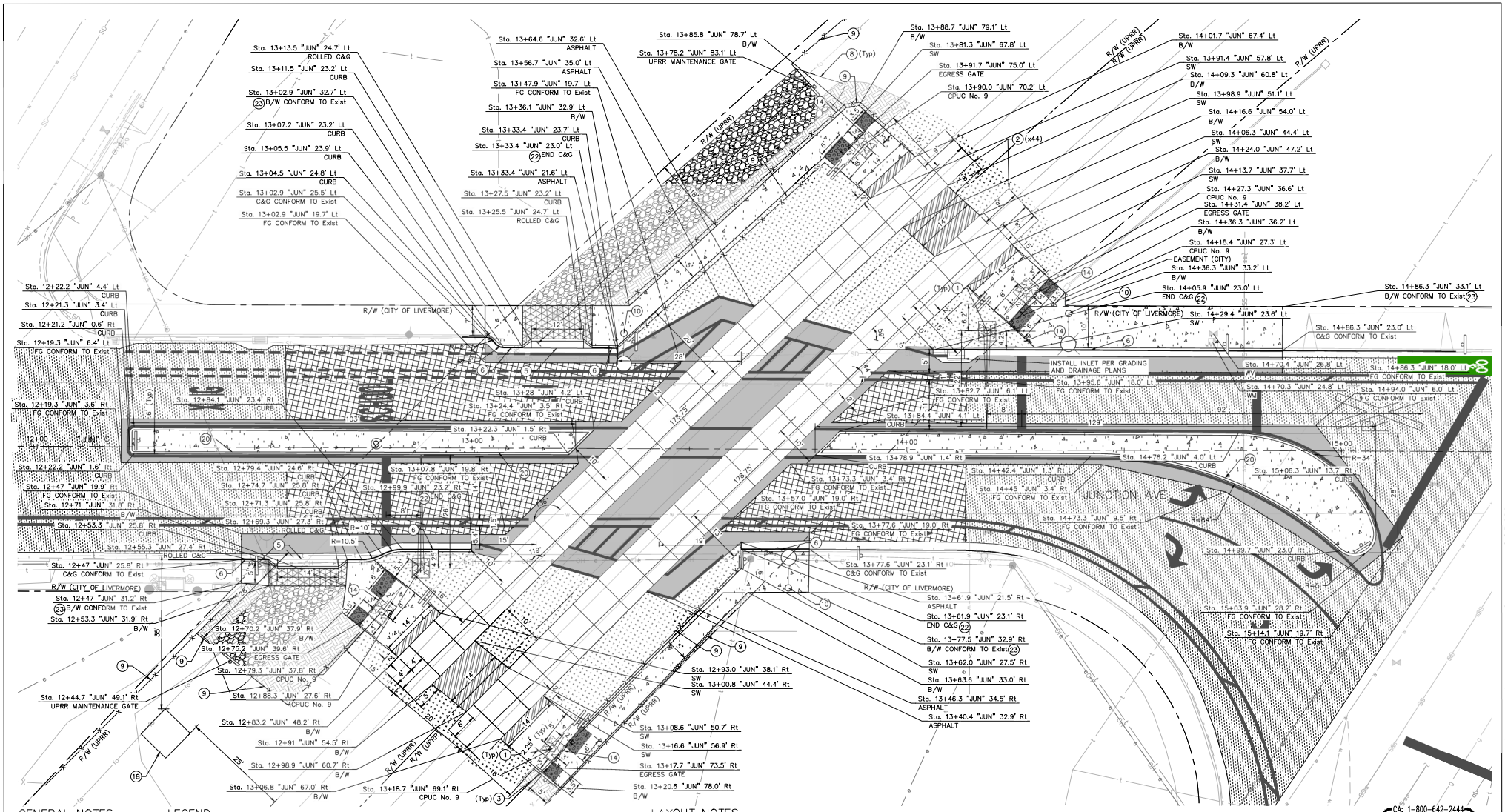
DOT# 834040C
UPRR MP 47.50 (OAKLAND SUB)
L STREET - LIVERMORE, CA
LAYOUT PLANS

DRAWING NO. L-010
SHEET NO. 10

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM

Docusign Envelope ID: 0DE3DE37-E143-4146-A9B5-2064E87DFC4B

EXHIBIT A



GENERAL NOTES

1. SEE SIGNING AND STRIPING PLANS FOR PAVEMENT MARKING AND SIGNAGE INFORMATION.
2. VEHICLE GATE ARM LENGTHS SHOWN ARE APPROXIMATE AND ASSUMED BASED ON EXISTING LANE CONFIGURATION.

LEGEND

- SIDEWALK PER CITY OF LIVERMORE STANDARD DETAIL ST-5
- REINFORCED PCC SIDEWALK, SEE DETAIL C-1 ON CD-010
- DECOMPOSED GRANITE (RAILROAD BALLAST) PER DETAIL F-2 ON CD-010
- DECOMPOSED GRANITE, PER DETAIL F-1 ON CD-010
- ASPHALT Conc Pvmt PER Exist ROADWAY Pvmt SECTION
- DETECTABLE WARNING SURFACE PER CALTRANS STANDARD DETAIL A88A
- ASPHALT Conc SIDEWALK, SEE DETAIL C-2 ON CD-010
- CHAIN LINK FENCE, SEE LAYOUT NOTE 9
- PEDESTRIAN CHANNELIZATION, SEE LAYOUT NOTE 14
- ROADWAY ASPHALT MICROSURFACING
- ROADWAY ASPHALT 2" MILL AND OVERLAY

LAYOUT NOTES

1. PROVIDE AND INSTALL CPUC No. 9 (BY UPRR FORCES).
2. PROVIDE AND INSTALL CROSSING PANELS (BY UPRR FORCES).
3. PROVIDE AND INSTALL SWING GATE PER DETAIL A ON CD-010.
5. CONSTRUCT ROLLED CURB AND GUTTER PER DETAIL D ON CD-010.
6. CONSTRUCT CURB AND GUTTER PER CITY OF LIVERMORE STANDARD DETAIL ST-9A.
8. CONSTRUCT 12' WIDE TUBULAR STEEL GATE PER UNION PACIFIC RAILROAD ENGINEERING STANDARDS DRAWING 0076.
9. CONSTRUCT 42" CHAIN LINK FENCE (TYPE CL-3.5) PER CALTRANS PLAN A85A.
10. PROPOSED LUMINAIRE. SEE STREET LIGHTING PLANS FOR DETAILS.
14. CONSTRUCT 3' CHAIN LINK FENCE WITH BLACK PVC COATED WIRE PER CITY OF LIVERMORE STANDARD DETAIL ST-29.
18. PROVIDE AND INSTALL 8'x8' SIGNAL CABINET (BY UPRR FORCES AND SUBJECT TO VERIFICATION BE UPRR).
20. CONSTRUCT 8" MEDIAN CURB PER CITY OF LIVERMORE STANDARD DETAIL ST-9B.
22. CONSTRUCT CURB AND GUTTER TRANSITION PER DETAIL B-2 ON CD-010.
23. CONFORM TO Exist SIDEWALK PER CITY OF LIVERMORE STANDARD DETAIL ST-31.

GRAPHIC SCALE IN FEET 0 5 10 20

CA: 1-800-642-2444 CALL BEFORE YOU DIG UNDERGROUND SERVICE ALERT
CA: 1-800-642-2444 CALL TWO WORKING DAYS BEFORE YOU DIG

NO	REVISION / SUBMISSION	DATE

DESIGNED BY	JUMANAN, L.	10/28/2025
DRAWN BY	BROWN, T.	10/28/2025
CHECKED BY	JUMANAN, L.	10/28/2025
IN CHARGE	AGUIGUI, K.	10/28/2025

REGISTERED PROFESSIONAL ENGINEER — No. 48732 — 9/30/26 — STATE OF CALIFORNIA

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

Kimley»Horn
1300 CLAY STREET, STE 900
OAKLAND, CA 94612
(510) 625-0712

Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

DOT# 834044E
UPRR MP 48.00 (OAKLAND SUB)
JUNCTION AVENUE - LIVERMORE, CA
LAYOUT PLANS

DRAWING NO. L-020
SHEET NO. 18

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

UP Real Estate Project No.: 0458677

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

L Street
DOT 834040C
MP 47.59 – Oakland Subdivision
Livermore, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 (”Railroad"); **ALAMEDA COUNTY TRANSPORTATION COMMISSION**, a joint powers authority, to be addressed at 1111 Broadway, Suite 800, Oakland, California 94607 (“ACTC”); and **CITY OF LIVERMORE**, a municipal corporation of the State of California to be addressed at 1052 South Livermore Avenue, Livermore, California 94550 (“City”). ACTC and the City are collectively referred to as the "Political Body".

RECITALS:

By instrument dated October 17, 1955, the Southern Pacific Company and the City entered into an agreement (the “Original Agreement”) covering the construction, use, maintenance and repair of an at grade public road crossing over L Street, DOT Number 834040C at Railroad’s Milepost 47.59 on Railroad’s Oakland Subdivision at or near Livermore, Alameda County, California.

The Railroad named herein is successor in interest to the Southern Pacific Company.

The Political Body now desires to undertake as its project (the “Project”) the reconstruction and widening of the road crossing that was constructed under the Original Agreement for the addition of sidewalks and safety improvements. The road crossing, as reconstructed and widened is hereinafter the “Roadway” and the portion of the Railroad's property where the Roadway crosses the Railroad’s property is the “Crossing Area.”

The right of way granted by the Southern Pacific Company to the City under the terms of the Original Agreement or a separate document is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway. The portion of Railroad’s property that

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

Political Body needs to use in connection with the Roadway (including the right of way area covered under the Original Agreement or in a separate document) is shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **Two Hundred Forty-Eight Thousand Four Hundred Fifty Dollars ($248,450.00)** to be paid by the ACTC to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0458677

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the ACTC's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated November 16, 2024, and November 22, 2024, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the Project is **One Million Six Hundred Forty-Six Thousand Six Hundred Seventy-Five Dollars ($1,646,675.00)**.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twenty-four (24) months from the date of the Estimates.

C. The Political Body acknowledges that the Estimates may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within three hundred sixty-five (365) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Political Body.

E. ACTC agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. ACTC, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad’s property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad’s property within twenty-four (24) months from the Effective Date.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

C. If the Agreement is terminated as provided above, or for any other reason, ACTC shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and Political Body have executed this Agreement.

(ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and City agree on the plans for such future projects, cost allocations including the City's reimbursement of Railroad maintenance costs, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad. Notwithstanding the foregoing, upon completion of the Project, ACTC shall have no further rights or obligations under this Agreement, and all future rights and obligations of the Political Body hereunder shall belong to City. Provided, however, that nothing contained herein shall be construed as releasing ACTC from its obligation to perform all of the covenants contained in this Agreement or any supplement or amendment thereto (if any) to be performed by ACTC, or from the liabilities assumed by ACTC under this Agreement.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the ACTC agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement either governing currently, or any agreement to be found in the future at the existing at-grade crossing shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

Section 16. ANNUAL SIGNAL MAINTENANCE FEE

A. Effective as of three years from effective date of this Agreement or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System(s) ("Signal System"), the City, in addition to maintaining at its sole cost and expense the portion of the Roadway described in Section 2 of Exhibit B, agrees to pay to Railroad the sum of **Three Thousand One Hundred Twenty-Five Dollars ($3,125.00)** per annum, payable annually in advance, as payment for Railroad's maintenance of the Signal System that is installed at the Roadway.

B. The Railroad will increase the annual signal maintenance fee by three percent (3%) per annum to account for future cost increases. This adjustment may be made by means of automatic adjustment in billing.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

ALAMEDA COUNTY TRANSPORTATION COMMISSION

By:

_____

Tony Tavares Date
Executive Director

Recommended by:

_____

Vivek Bhat Date
Deputy Executive Director of Projects

Reviewed as to Budget/Financial Controls:

_____

Patricia Reavey Date
Deputy Executive Director
of Finance and Administration

Approved as to form and legality:

_____

Fennemore LLP Date
Counsel to ACTC

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

CITY OF LIVERMORE

By:

_____

Marianna A. Burch Date
City Manager

Approved as to form and legality:

DocuSigned by:
Tara Mazzanti 1/8/2026 | 11:44 AM PST
B099E65715704E2...

Tara Mazzanti Date
Senior Assistant City Attorney
Legal Counsel to the CITY OF LIVERMORE

Approved as to Insurance:

DocuSigned by:
Jas Sidhu 1/8/2026 | 5:00 PM PST
A5F7D34BB6A748A...

Jas Sidhu Date
Risk Manager, CITY OF LIVERMORE

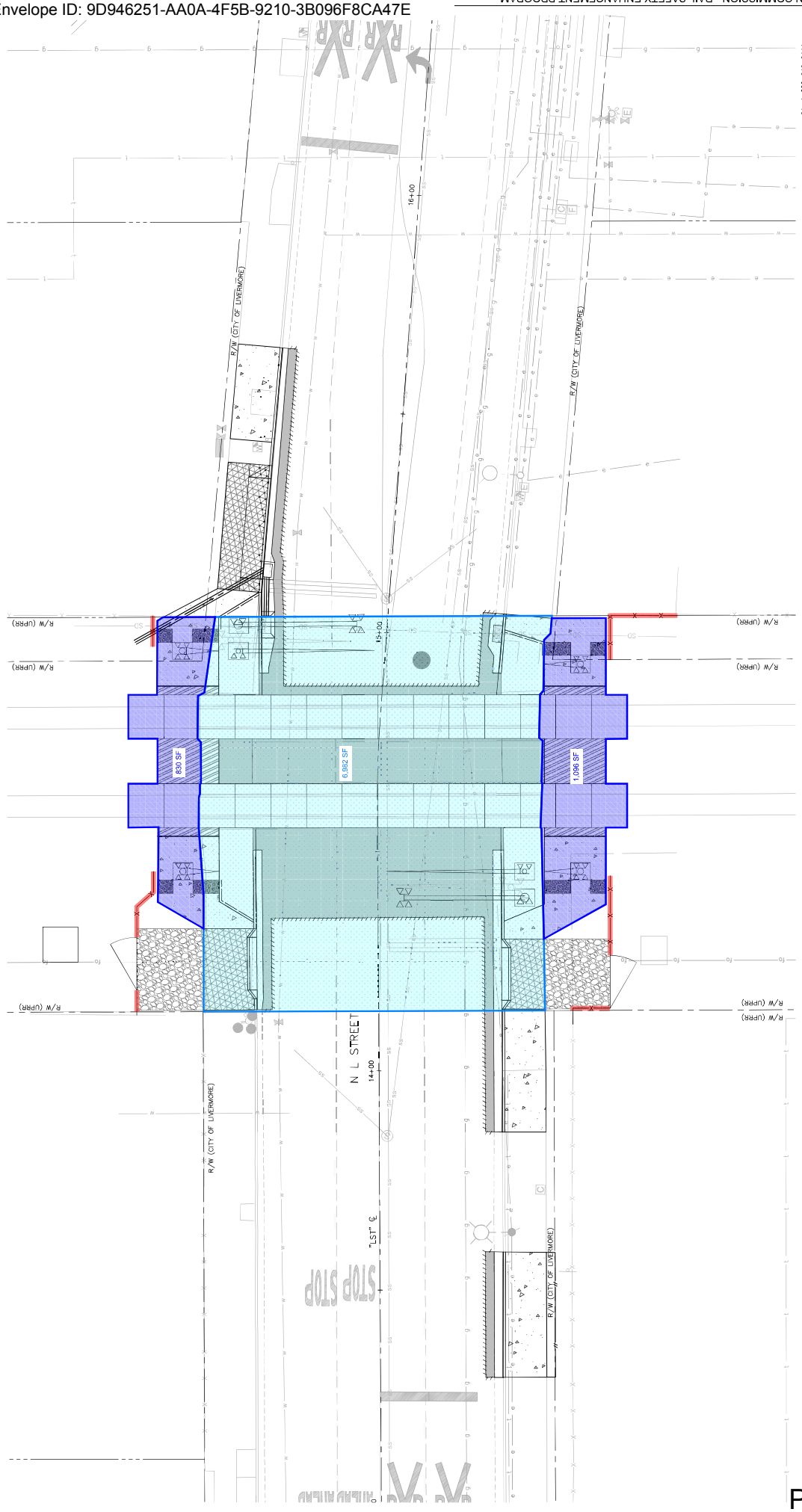
Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

EXHIBIT B



Encroachment Summary Table

Description	Quantity	Unit
Existing Encroachment	6,982	sf
Fence	81	ft
New Encroachment	1,926	sf

DOT# 834040C
UPRR MP 47.50 (OAKLAND SUB)
L STREET - LIVERMORE, CA
LIMITS OF NEW ENCROACHMENT

Alameda County Transportation Commission

RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

Kimley»Horn
1300 CLAY STREET, STE 600
OAKLAND, CA 94612
(510) 625-0712

SCALE
HORIZONTAL: 1" = 10'
VERTICAL: NA

NO.	REVISION / SUBMISSION	DATE

DESIGNED BY
DRAWN BY: GEE, N. 10/24/2024
CHECKED BY: JUMAHAN, L. 10/24/2024
IN CHARGE

DRAWING NO.
SHEET NO.

EXHIBIT B
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body’s expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body’s expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad’s tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

EXHIBIT C
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimates.

Material And Force Account Estimate
ACTC

Estimate Number: 152072 Version: 1

Standard Rates: **Labor Additive = 283.35%**

Estimate Good Until 11/16/25

Location: OAKLAND SUB, SIMN, 47.57-47.61

Description of Work: 834040C L Street Livermore CA 47.59 Oakland Sub

Prepared For: ACTC

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	63,656.00	63,656	0	63,656	0	63,656
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	4,115.98	0	4,116	4,116	0	4,116
					Sub-Total =	**63,656**	**5,916**	**69,572**	**0**	**69,572**
TRACK CONSTRUCTION - COMPANY										
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	224	TF	1,123.89	145,481	106,270	251,751	0	251,751
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	96	TF	919.02	66,384	21,842	88,226	0	88,226
	COMPJT	Transition Rail - 136#	4	PR	8,888.96	19,669	15,886	35,556	0	35,556
					Sub-Total =	**242,985**	**143,998**	**386,983**	**0**	**386,983**
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	156	TF	121.80	19,001	0	19,001	0	19,001
	TRACK	Remove Track	164	TF	47.40	7,774	0	7,774	0	7,774
					Sub-Total =	**26,775**	**0**	**26,775**	**0**	**26,775**
SITE WORK - CONTRACT										
		Asphalt	1	LS	20,000.00	0	20,000	20,000	0	20,000
		Traffic Control - Detour Signs & Coordination	1	LS	20,000.00	0	20,000	20,000	0	20,000
					Sub-Total =	**0**	**40,000**	**40,000**	**0**	**40,000**
EQUIPMENT RENTAL										
		Equipment Rental	1	LS	20,000.00	0	20,000	20,000	0	20,000
					Sub-Total =	**0**	**20,000**	**20,000**	**0**	**20,000**
Total Wgt. in Tons = 1,413					**Totals =**	**333,416**	**209,914**	**543,330**	**0**	**543,330**

Est Annual Maint. Cost = $8,456 **Grand Total = $543,330**

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, ACTC will pay actual construction costs at the current rates effective thereof.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

EXHIBIT B

orce Account Estimate

California DOT

EXHIBIT B

Estimate Creation Date: 10/9/2024 Number: 151270 Version: 1

Estimate Good Until 10/09/25

Location: OAKLAND SUB, SIMN, 30.54-84.33
Buy America: Yes

Description of Work: Livermore, CA. L Street Mp. 47.59 Oakland Sub. DOT# 834040C WO# 76215 PID# 203710 Recollectable 100% (Federal 26% Local 74%)

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL
SIGNAL							
	Xing - 2 Trk CWE w/Gates	1	EA	152,876.00	48,800	104,076	152,876
	Xing - Pedestrian Gates (pair)	2	EA	57,283.00	44,786	69,780	114,566
Cable for Switch A	Underground Cable/1000'	4	EA	11,000.00	26,000	18,000	44,000
	Xing - Cantilever Mast >40' Cant	1	EA	26,845.00	18,750	8,095	26,845
	Xing - Cantilever Mast >40' Cant	1	EA	26,845.00	18,750	8,095	26,845
	Xing - Dax Cable 1000'	4	EA	6,440.00	16,000	9,760	25,760
	Gang Day - 5 Man	2	EA	7,500.00	15,000	0	15,000
	Xing - Remove Location (Gates)	1	LS	2,000.00	2,000	0	2,000
	Xing - Public Project Mgmt	1	LS	30,000.00	0	30,000	30,000
	Xing - Cantilever Arm >40'	27	LF	800.00	0	21,600	21,600
	Xing - Cantilever Arm >40'	27.5	LF	800.00	0	22,000	22,000
Security Fence	Xing - Misc.	1	LS	25,000.00	0	25,000	25,000
	Xing - Engineering Design	1	LS	23,809.96	23,810	0	23,810
	Xing - Boring	1	LS	30,000.00	0	30,000	30,000
	Xing - Fill/Rock/Gravel	1	LS	14,000.00	0	14,000	14,000
	Xing - Meter Service	1	LS	15,000.00	0	15,000	15,000
Federal With overhead & indirect 228.88% +5% contigencies	Xing - Labor Additive	1	LS	514,043.42	514,043	0	514,043
				Sub-Total =	**727,939**	**375,406**	**1,103,345**
				Totals =	**727,939**	**375,406**	**1,103,345**

Grand Total = $1,103,345

Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

EXHIBIT D

TO

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the_____day of_____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by_____to perform work relating to_____(the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____on Railroad's_____[Subdivision or Branch] [at or near DOT No. _____located at or near_____, in_____County, State of_____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated_____between Railroad and_____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: _____	PM: _____
_____	_____
_____	_____
_____	_____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B.** The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until_____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
_____
[Insert mailing address]
_____
_____
Attn:_____
Project No. 0458677

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars ($1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

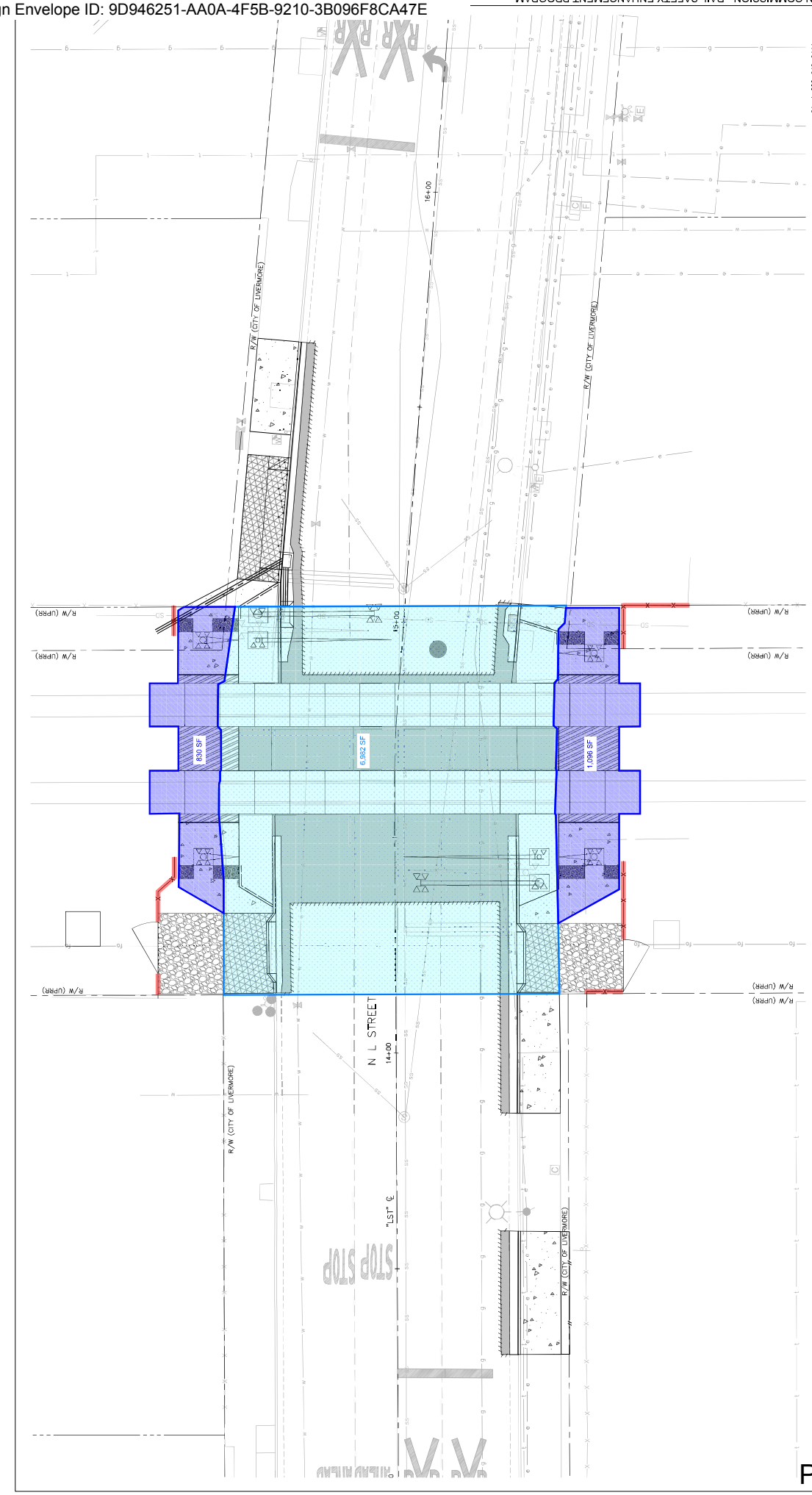
Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

EXHIBIT B



Encroachment Summary Table

Description	Quantity	Unit
Existing Encroachment	6,982	sf
Fence	81	ft
New Encroachment	1,926	sf

DOT# 834040C
UPRR MP 47.50 (OAKLAND SUB)
L STREET - LIVERMORE, CA
LIMITS OF NEW ENCROACHMENT

Alameda County Transportation Commission

RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

Kimley»Horn
1300 CLAY STREET, STE 600
OAKLAND, CA 94612
(510) 625-0712

SCALE
HORIZONTAL: 1" = 10'
VERTICAL: NA

REVISION / SUBMISSION	DATE	DESIGNED BY	DATE
		DRAWN BY: GEE, N.	10/24/2024
		CHECKED BY: JUMAWAN, L.	10/24/2024
		IN CHARGE	

DRAWING NO.
SHEET NO.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

Docusign Envelope ID: 9D946251-AA0A-4F5B-9210-3B096F8CA47E

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

UP Real Estate Project No.: 0801270

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Junction Avenue
DOT 834044E
MP 48.04 – Oakland Subdivision
Livermore, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 (”Railroad"); **ALAMEDA COUNTY TRANSPORTATION COMMISSION**, a joint powers authority, to be addressed at 1111 Broadway, Suite 800, Oakland, California 94607 (“ACTC”); and **CITY OF LIVERMORE**, a municipal corporation of the State of California to be addressed at 1052 South Livermore Avenue, Livermore, California 94550 (“City”). ACTC and the City are collectively referred to as the "Political Body".

RECITALS:

Presently, the Political Body utilizes the Railroad’s property for the existing at grade public road crossing over Junction Avenue, DOT Number 834044E at Railroad’s Milepost 48.04 on Railroad’s Oakland Subdivision at or near Livermore, Alameda County, California.

The Political Body now desires to undertake as its project (the “Project”) the reconstruction and widening of the existing at grade public road crossing for the addition of sidewalks and safety improvements. The road crossing, as reconstructed and widened is hereinafter the “Roadway.”

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway. The portion of Railroad’s property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad’s location print marked **Exhibit A** attached hereto and hereby made a part hereof (the “Crossing Area”).

The Railroad and the Political Body are entering into this Agreement to cover the above.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **Four Hundred Eight Thousand Two Hundred Eighty-Five Dollars ($408,285.00)** to be paid by the ACTC to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0801270

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the ACTC's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated November 18, 2024, and October 8, 2024, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the Project is **One Million Four Hundred Sixty-Five Thousand Four Hundred Fifty-Six Dollars ($1,465,456.00)**.

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twenty-four (24) months from the date of the Estimates.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

C. The Political Body acknowledges that the Estimates may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within three hundred sixty-five (365) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Political Body.

E. ACTC agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. ACTC, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad’s Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad’s Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the “Plans”. The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad’s property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad’s property within twenty-four (24) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, ACTC shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and Political Body have executed this Agreement.

(ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and City agree on the plans for such future projects, cost allocations including the City's reimbursement of Railroad maintenance costs, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad. Notwithstanding the foregoing, upon completion of the Project, ACTC shall have no further rights or obligations under this Agreement, and all future rights and obligations of the Political Body hereunder shall belong to City. Provided, however, that nothing contained herein shall be construed as releasing ACTC from its obligation to perform all of the covenants contained in this Agreement or any supplement or amendment thereto (if any) to be performed by ACTC, or from the liabilities assumed by ACTC under this Agreement.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the ACTC agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the original agreement either governing currently, or any agreement to be found in the future at the existing at-grade crossing shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

Section 16. ANNUAL SIGNAL MAINTENANCE FEE

A. Effective as of three years from effective date of this Agreement or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System(s) ("Signal System"), the City, in addition to maintaining at its sole cost and expense the portion of the Roadway described in Section 2 of Exhibit B, agrees to pay to Railroad the sum of **Three Thousand One Hundred Twenty-Five Dollars ($3,125.00)** per annum, payable annually in advance, as payment for Railroad's maintenance of the Signal System that is installed at the Roadway.

B. The Railroad will increase the annual signal maintenance fee by three percent (3%) per annum to account for future cost increases. This adjustment may be made by means of automatic adjustment in billing.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

ALAMEDA COUNTY TRANSPORTATION COMMISSION

By:

_____

Tony Tavares Date
Executive Director

Recommended by:

_____

Vivek Bhat Date
Deputy Executive Director of Projects

Reviewed as to Budget/Financial Controls:

_____

Patricia Reavey Date
Deputy Executive Director
of Finance and Administration

Approved as to form and legality:

_____

Fennemore LLP Date
Counsel to ACTC

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

CITY OF LIVERMORE

By:

_____

Marianna A. Burch Date
City Manager

Approved as to form and legality:

DocuSigned by:
Tara Mazzanti
B099E65715704E2...
1/8/2026 | 11:46 AM PST

Tara Mazzanti Date
Senior Assistant City Attorney
Legal Counsel to the CITY OF LIVERMORE

Approved as to Insurance:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...
1/8/2026 | 5:00 PM PST

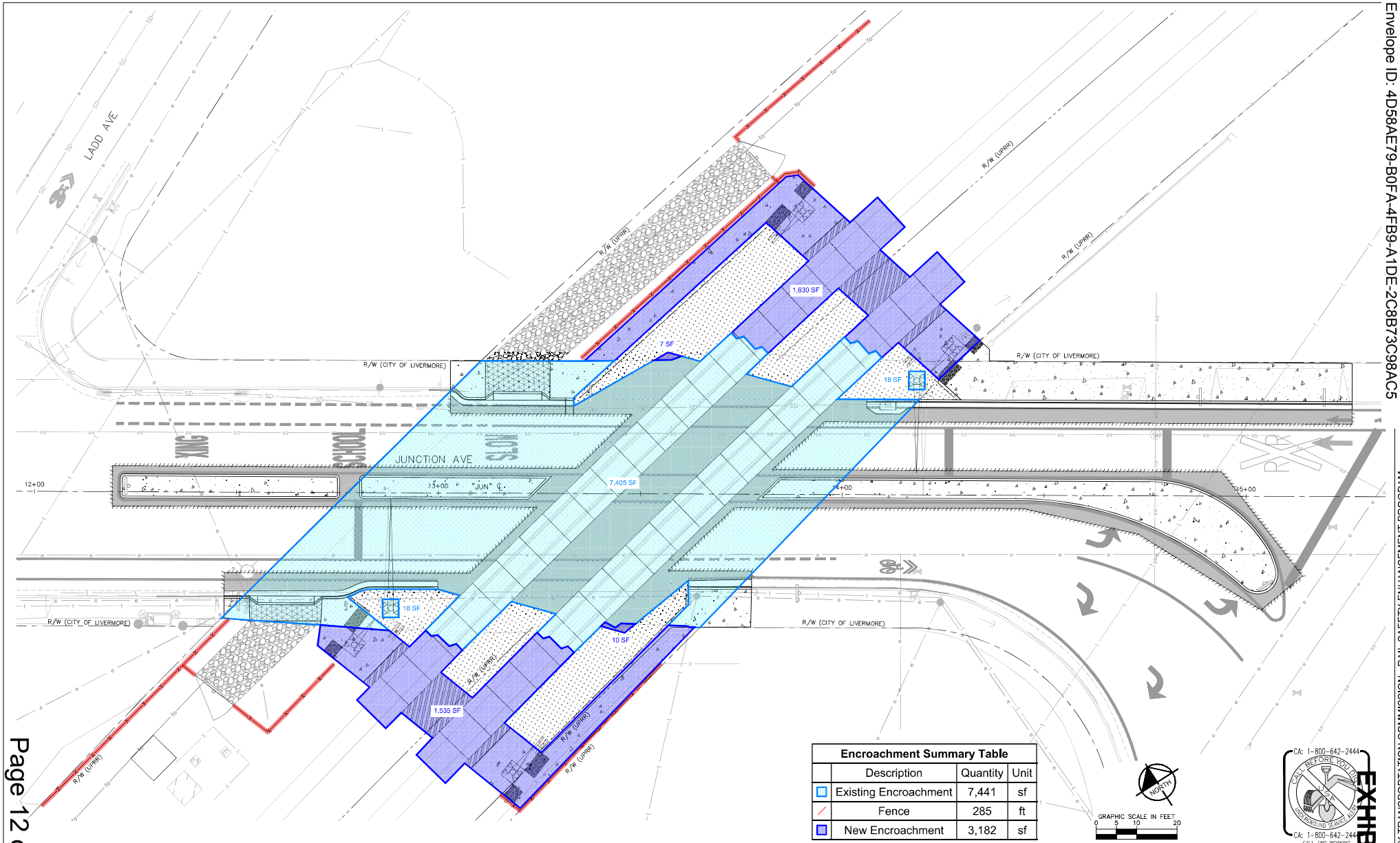
Jas Sidhu Date
Risk Manager, CITY OF LIVERMORE

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5



Encroachment Summary Table

	Description	Quantity	Unit
	Existing Encroachment	7,441	sf
	Fence	285	ft
	New Encroachment	3,182	sf

CA: 1-800-642-2444
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-642-2444
CALL TWO WORKING DAYS BEFORE YOU DIG

EXHIBIT C

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM

NO.	REVISION / SUBMISSION	DATE

		DATE
DESIGNED BY		
DRAWN BY	GEE, N.	10/24/2024
CHECKED BY	JUMANAN, L.	10/24/2024
IN CHARGE		

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

Kimley»Horn
1300 CLAY STREET, STE 900
OAKLAND, CA 94612
(510) 625-0712

Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

DOT# 834044E
UPRR MP 48.00 (OAKLAND SUB)
JUNCTION AVENUE - LIVERMORE, CA
LIMITS OF NEW ENCROACHMENT

DRAWING NO. C
SHEET NO.

EXHIBIT B
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body’s expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body’s expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad’s tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

EXHIBIT C
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimates.

Material And Force Account Estimate
ACTC

Estimate Number: 152070 Version: 1

Standard Rates: **Labor Additive = 283.35%**

Estimate Good Until 11/18/25

Location: OAKLAND SUB, SIMN, 48.02-48.06

Description of Work: 834044E Junction Ave Livermore CA 48.04 Oakland Sub

Prepared For: ACTC

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	88,552.00	88,552	0	88,552	0	88,552
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	5,681.16	0	5,681	5,681	0	5,681
					Sub-Total =	**88,552**	**7,481**	**96,033**	**0**	**96,033**
TRACK CONSTRUCTION - COMPANY										
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	352	TF	1,117.01	228,613	164,576	393,189	0	393,189
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	128	TF	817.84	78,147	26,537	104,684	0	104,684
	COMPJT	Transition Rail - 136#	4	PR	8,888.96	19,669	15,886	35,556	0	35,556
					Sub-Total =	**337,879**	**206,999**	**544,879**	**0**	**544,879**
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	212	TF	121.80	25,822	0	25,822	0	25,822
	TRACK	Remove Track	268	TF	47.40	12,704	0	12,704	0	12,704
					Sub-Total =	**38,526**	**0**	**38,526**	**0**	**38,526**
SITE WORK - CONTRACT										
		Asphalt	1	LS	30,000.00	0	30,000	30,000	0	30,000
		Traffic Control - Detour Signs & Coordination	1	LS	20,000.00	0	20,000	20,000	0	20,000
					Sub-Total =	**0**	**50,000**	**50,000**	**0**	**50,000**
EQUIPMENT RENTAL										
		Equipment Rental	1	LS	20,000.00	0	20,000	20,000	0	20,000
					Sub-Total =	**0**	**20,000**	**20,000**	**0**	**20,000**
Total Wgt. in Tons = 1,995					**Totals =**	**464,957**	**284,480**	**749,438**	**0**	**749,438**

Est. Annual Maint. Cost = $13,288 **Grand Total = $749,438**

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, ACTC will pay actual construction costs at the current rates effective thereof.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

EXHIBIT C

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

orce Account Estimate

CA DOT

EXHIBIT C

Estimate Creation Date: 10/08/2024 Number: 151250 Version: 1

Estimate Good Until 10/08/25

Location: OAKLAND SUB, SIMN, 30.54-84.33

Buy America: No

Description of Work: Livermore CA. Junction Ave. MP. 48.04 Oakland Sub. DOT# 834044E WO# 76216 PID# 203712 Recollectable 100% (26% Federal 74% Local)

SIGNAL

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL
	Xing - Pedestrian Gates (pair)	2	EA	57,283.00	44,786	69,780	114,566
	Xing - 2 Trk CWE w/Gates	1	EA	152,876.00	48,800	104,076	152,876
	Gang Day - 5 Man	2	EA	7,500.00	15,000	0	15,000
Security Fence	Xing - Misc.	1	LS	25,000.00	0	25,000	25,000
	Xing - Public Project Mgmt	1	LS	30,000.00	0	30,000	30,000
	Xing - Engineering Design	1	LS	17,224.24	17,224	0	17,224
	Xing - Boring	1	LS	30,000.00	0	30,000	30,000
	Xing - Fill/Rock/Gravel	1	LS	14,000.00	0	14,000	14,000
Federal with indirect and overhead 228.88% +5% contingencies	Xing - Labor Additive	1	LS	302,351.62	302,352	0	302,352
	Xing - Meter Service	1	LS	15,000.00	0	15,000	15,000
				Sub-Total =	**428,162**	**287,856**	**716,018**
				Totals =	**428,162**	**287,856**	**716,018**
				Grand Total =			**$716,018**

Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

EXHIBIT D

TO

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the_____day of_____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by_____to perform work relating to_____(the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____on Railroad's_____[Subdivision or Branch] [at or near DOT No. _____located at or near_____, in_____County, State of_____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated_____between Railroad and_____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: _____	PM: _____
_____	_____
_____	_____
_____	_____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B.** The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until_____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
_____
[Insert mailing address]
_____
_____
Attn:_____
Project No. 0801270

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars ($1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

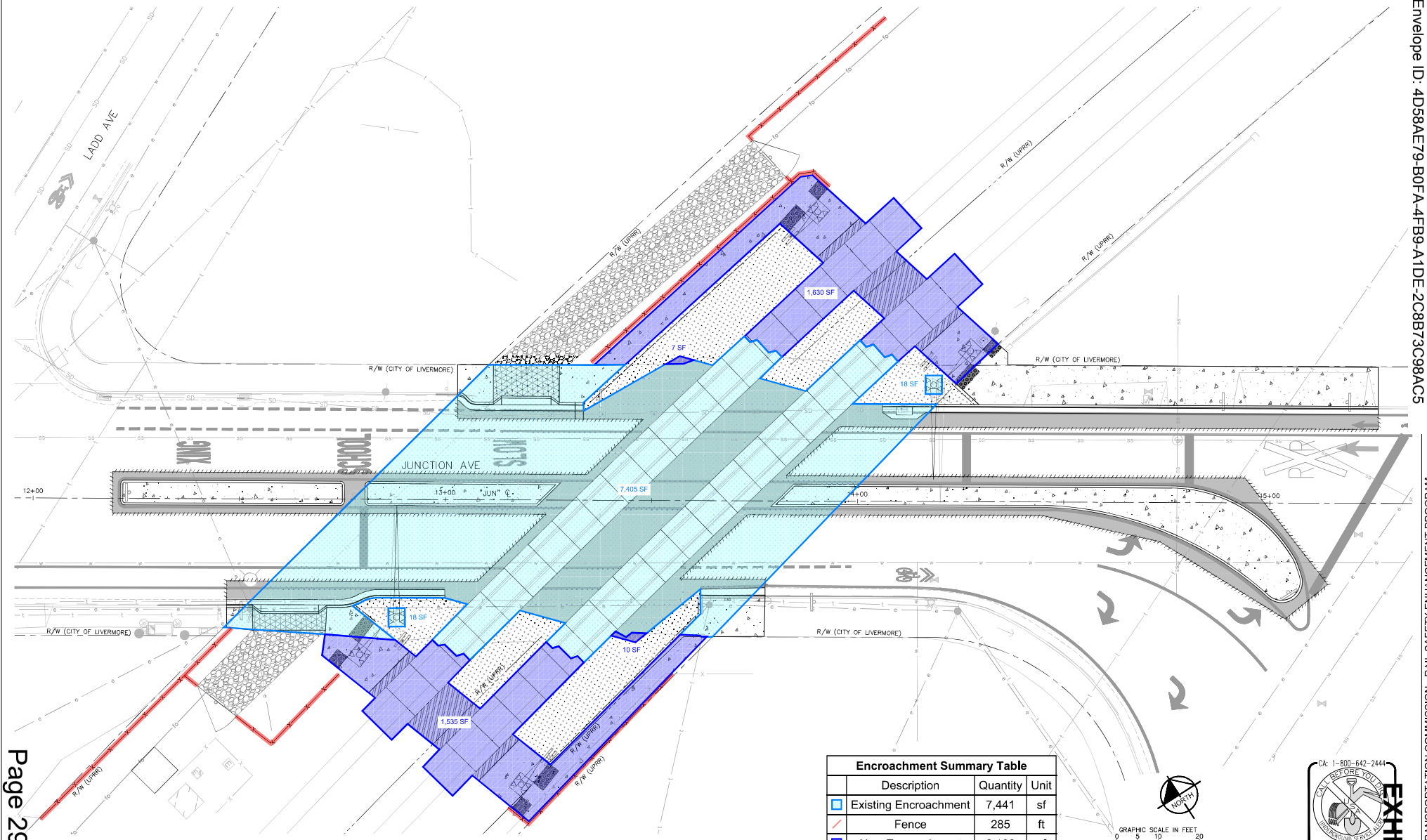
E-Mail: _____

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5



Encroachment Summary Table

	Description	Quantity	Unit
	Existing Encroachment	7,441	sf
	Fence	285	ft
	New Encroachment	3,182	sf

CA: 1-800-642-2444
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-642-2444
CALL TWO WORKING DAYS BEFORE YOU DIG

EXHIBIT C

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM

NO.	REVISION / SUBMISSION	DATE

		DATE
DESIGNED BY		
DRAWN BY	GEE, N.	10/24/2024
CHECKED BY	JUMANAN, L.	10/24/2024
IN CHARGE		

SCALE
HORIZONTAL
1" = 10'
VERTICAL
N/A

Kimley»Horn
1300 CLAY STREET, STE 900
OAKLAND, CA 94612
(510) 625-0712

Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

DOT# 834044E
UPRR MP 48.00 (OAKLAND SUB)
JUNCTION AVENUE - LIVERMORE, CA
LIMITS OF NEW ENCROACHMENT

DRAWING NO.
C
SHEET NO.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

Docusign Envelope ID: 4D58AE79-B0FA-4FB9-A1DE-2C8B73C98AC5

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

LIVERMORE
CALIFORNIA

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

DATE: January 26, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with Block by Block-CA, Inc. in an amount not to exceed $642,315 for FY 2025-26 and FY 2026-27 to provide essential health and sanitation services through the Community Ambassador Program.

RECOMMENDED ACTION

Staff recommends City Council authorize the City Manager to execute an agreement between the City of Livermore and Block by Block-CA, Inc. in an amount not to exceed $642,315 for FY 2025-26 and FY 2026-27 to provide essential health and sanitation services through the Community Ambassador Program.

DECISION TYPE

Administrative

SUMMARY

Block by Block-CA, Inc., (BBB) delivers essential health and sanitation services through the Livermore Community Ambassador Program, including biohazard clean-up, power washing, syringe disposal, trash removal, and safety-related outreach. From July 2024 to June 2025, BBB completed over 5,400 clean-up operations and items, removed 136,025 pounds of debris, and provided 380 referrals and bus passes to unhoused individuals.

Since 2018, the City Council has expanded support for BBB through pilot programs, Homeless Emergency Aid Program (HEAP) funding, and annual General Fund allocations. BBB continues to collaborate with city departments, local nonprofits, and Alameda County to address encampments, respond to resident concerns, and support regional public health efforts.

Staff recommend approving a General Services Agreement with BBB in an amount not to exceed $642,315 for FY 2025-26 and FY 2026-27.

DISCUSSION

BBB plays a vital role in supporting public health and sanitation through the Livermore Community Ambassador Program. Services include biohazard clean-up, power washing, drug paraphernalia and syringe disposal, trash removal, and safety related response throughout the city. In addition to encampment resolution, BBB engages directly with concerned residents, provides referrals and bus passes to unhoused individuals, and facilitates ongoing collaboration with city departments and local service providers.

From July 1, 2024, through November 2025, BBB delivered the following services:

Service	Quantity
Power Washing and Bio-Hazard Cleanup	4,913
Drug Paraphernalia and Syringe Disposal	2,792
Trash Removed Through Encampment Resolution (lbs.)	138,205
Homeless Referrals and Bus Passes Distributed	578

Program and Funding History

Since 2018, the City Council has steadily expanded support for BBB public health and sanitation services, addressing the community impacts and needs of unsheltered residents. Initial pilot programs were approved in 2018 to provide biohazard clean-up in response to growing public health concerns. In 2019, the City launched the Community Ambassador Program using one-time Homeless Emergency Aid Program (HEAP) funding.

To sustain these efforts, Council allocated $100,000 from the General Fund in 2020 (Resolution No. 2020-213). Following the expiration of HEAP funding, Council awarded $272,000 in FY 2021-22 from the General Fund (Resolution No. 2021-056) and reaffirmed its commitment in 2022 by approving $272,400 to continue operations, including biohazard clean-up, trash removal, and safety services (Resolution No. 2022-109). In 2023, Council approved $664,846 to extend services through a 27-month term ending in FY 2024-25 (Resolution No. 2023-018).

Cross-Agency Collaboration

BBB maintains strong partnerships across city and county departments, providing support in the following areas:

- Neighborhood Preservation Division: Supports mitigation of illegal dumping in areas impacted by homelessness.
- Public Works Department: Coordinates site clean-ups to ensure safe access to public infrastructure and utilities.
- Police Department: Assists Homeless Liaison Officers in encampment abatement operations, prioritizing safety and outreach.
- Human Services Division: Participates in regional initiatives, including the annual Point-in-Time Count and the Tri-Valley Homeless Roundtable.
- Local Service Providers: Collaborates with nonprofit organizations to connect unhoused individuals with shelter, outreach, and supportive services.
- Alameda County Partnership: Contributes program data to support Clean Water Program reporting

and compliance efforts.
- Emergency Operations Coordination: Aids in notifying unhoused residents of seasonal weather advisories and emergency shelter availability.
- Community Engagement: Addresses Homeless Service Request Forms submitted by residents, coordinating appropriate outreach and cleanup efforts to resolve concerns related to encampments and associated debris

Staff recommend approval of a General Services Agreement between the City of Livermore and BBB in an amount not to exceed $642,315 for FY 2025-26 and FY 2026-27 to provide essential health and sanitation services through the Community Ambassador Program.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for Block by Block, CA Inc., in the amount of $642,315 is included in the approved FY 2025-26 and FY 2026-27 General Fund budget.

COMMUNITY PILLAR

1. A Safe Community that Thrives

GOAL

8. Expand and improve access to human services

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Josh Thurman
Human Services Programs Manager

Approved by:

Marianna A. Burch
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 AN AGREEMENT WITH BLOCK BY BLOCK-CA, INC. IN AN AMOUNT NOT TO EXCEED $642,315 FOR FISCAL YEAR 2025-26 AND FISCAL YEAR 2026-27 TO PROVIDE ESSENTIAL HEALTH AND SANITATION SERVICES THROUGH THE COMMUNITY AMBASSADOR PROGRAM

Block by Block-CA, Inc., (BBB) delivers essential health and sanitation services through the Livermore Community Ambassador Program, including biohazard clean-up, power washing, syringe disposal, trash removal, and safety-related outreach. From July 2024 to June 2025, BBB completed over 5,400 clean-up operations and items, removed 136,025 pounds of debris, and provided 380 referrals and bus passes to unhoused individuals.

Since 2018, the City Council has expanded support for BBB through pilot programs, Homeless Emergency Aid Program (HEAP) funding, and annual General Fund allocations. BBB continues to collaborate with City departments, local non-profits, and Alameda County to address encampments, respond to resident concerns, and support regional public health efforts.

One of the City's life safety priorities is to ensure the health and safety of Livermore's unsheltered residents. BBB provides essential health and safety services through the Community Ambassador Program and bio-hazard clean-up services related to the unsheltered residents of Livermore.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it authorizes the City Manager, or her designee, to execute an agreement with Block by Block-CA, Inc., attached hereto as Exhibit A, to provide the Community Ambassador Program, bio-hazard clean-up, and safety services from July 1, 2025-June 30, 2027, in the total amount not to exceed $642,315.

BE IT FURTHER RESOLVED, by the City Council of the City of Livermore that the City Manager, or her designee, is authorized to make minor changes to the Scope of Services to the Agreement if needed.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Ashley Zieba
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Agreement

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Livermore ("City"), a municipal corporation, and Block by Block-CA ("Contractor"), a(n) California Corporation.

RECITALS

City requires services to provide a Community Ambassador program with focus on encampment resolution and biohazard cleanup.

Contractor represents and warrants that it possesses the distinct skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Contractor acknowledges City has relied upon these representations and warranties as inducement to award this Agreement to Contractor.

AGREEMENT

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

1. Retention as Contractor. City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the Services described and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Contractor is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Contractor and its personnel performing the Services on behalf of Contractor are not City officers or employees. Contractor's personnel shall at all times be under Contractor's exclusive direction, control, supervision, and management. Contractor, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Contractor's personnel.

(c) Contractor and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

(d) Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. Description of Services. Contractor shall provide the services described in the recitals and more particularly set forth in Exhibit A *Scope of Work*, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Contractor's Responsibilities. Contractor, at its own cost and expense, shall:

(a) Coordinate the Services with Josh Thurman ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Contractor personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Contractor's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Contractor to remove and replace, and City agrees to advise Contractor of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally required and required by trade, craft, or classification for Contractor to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Contractor electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Contractor opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Contractor shall certify the correctness of any invoice or invoices for Services provided. Contractor shall not submit an invoice to City more frequently than once a calendar month;

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

(l) Be available to the Project Manager, City staff, and other parties referred to Contractor by the Project Manager to answer questions or inquiries related to the Services or invoices;

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

(n) Correct all errors in the Services. If Contractor fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Contractor or deduct that cost from the compensation payable to Contractor; and,

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services.

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

5. Taxes, Fees and Assessments. Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 20 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 20 below

6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

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

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for public works and maintenance projects as defined by the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

12. Audit. In addition to the requirements in Section 4(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on July 1, 2025, and terminates upon the completion of the Services or June 30, 2027, whichever occurs first.

14. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days' written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Contractor shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $642,315.00 ("not-to-exceed amount").

(b) City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Contractor for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

(c) Contractor and City acknowledge that compensation paid by City to Contractor pursuant to this Agreement is based upon Contractor's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Contractor and City further agree that compensation paid by City to Contractor is intended to include the costs of contributions to any pensions or annuities, or both, to which Contractor and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Contractor under this Agreement. As provided in this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Contractor'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 Contractor, its agents, and employees to provide the Services, including all taxes Contractor is required to pay.

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

(e) City shall pay Contractor via the Automated Clearing House or as otherwise instructed by Contractor pursuant to Section 4(g) above.

16. Ownership.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

(b) All drawings, designs, data, photographs, reports and other items prepared or obtained by Contractor in the performance of the Services are City's property and Contractor shall deliver them to City upon demand.

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

17. Intellectual Property, Copyright, and Right of Use. All items created by Contractor for City under this Agreement are works made for hire, and Contractor shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Contractor agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Contractor to City and Contractor obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

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

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

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

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

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

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

21. Force Majeure; Service Delays. Should Contractor's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

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

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

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

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

26. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Contractor shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

27. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

28. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified contractors to provide, services that are the same or similar to the Services.

29. Business Entity Status. Contractor is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Contractor to provide the Services. By entering into this Agreement, Contractor represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Contractor, including any licensing agencies and trade industries. If Contractor is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

30. Authority to Execute Agreement. Contractor has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Contractor has received and accepted the authority to sign and execute this Agreement on behalf of Contractor. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, which authorization is ratified and confirmed upon Contractor's acceptance of the first compensation payment by City

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Contractor constitutes an assignment.

32. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

33. Work Eligibility. Contractor warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Contractor for the performance of the Services.

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

34. Non-Discrimination. In performance of the Services, Contractor agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

35. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures

36. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

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

TO CITY: Attention: Josh Thurman
City of Livermore / Community Development
1052 South Livermore Avenue
Livermore, CA, 94550
jjthurman@livermoreca.gov

Email: purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONTRACTOR: Attention: Derreck Hughes
Block by Block-CA
870 Market Street Suite 1023
San Francisco, CA, 94103
United States
Email:dhughes@blockbyblock.com

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

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

40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

41. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

42. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 Electronic Signatures and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

****

Signatures and Exhibit List on the Next Page

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of the City after it was signed by Contractor.

CONTRACTOR: **Dated:**

DocuSigned by:
Derreck Hughes
11764E2D0E074A2...
Derreck Hughes
Vice President of Operations

1/16/2026 | 10:46 AM EST

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C4F1...
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5FFD34BB8A748A...
Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

EXHIBIT A & EXHIBIT B

Fiscal Year: 2025 – 2027
Agency Name: Block By Block-CA, Inc
Budget Period: July 1, 2025 – June 30, 2027
Budget Amount: 642,315

Program Description

Overview

Block by Block's Community Ambassador Program is a comprehensive, full-service initiative designed to enhance public spaces through a combination of safety, cleanliness, hospitality, and outreach. The program utilizes trained ambassadors who patrol designated areas to assist in encampment resolution, engage with residents, and connect unhoused individuals to supportive services. In addition to safety and outreach, ambassadors assist with environmental maintenance to ensure public spaces remain clean, welcoming, and well-cared for. Ambassadors will be available to respond to requests for service within 24 hours (1 business day) of receiving a request.

Hot Spots

Coordinate with the Human Services Division to maintain citywide encampment map and establish hot spot locations that require additional monitoring, including but not limited to:

- Downtown Livermore and surrounding parking sites
- Encampments reported through online service request forms
- Vehicle encampment sites
- High traffic areas for unhoused individuals
- Public parks and recreation areas

Reporting

BBB will report monthly on the following performance measures:

- Total hours spent providing the required services
- Sites visited including frequency
- Total number of bio-hazard clean-ups
- Total number of syringe/drug paraphernalia disposals
- Total number of power-washing clean-ups
- Total pounds of trash removal
- Assistance provided at the downtown parking garages
- Requests for service received and addressed
- Resident and business interactions

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

Staffing Roles and Schedule

BBB will adhere to the hours listed below for each employee assigned to perform duties under this Scope of Work:

Title	Hours	Schedule
Operations Manager (On-Site)	40	Monday – Friday, 6:00 am-2:30 pm
Cleaning Ambassador	40	Monday – Friday, 6:00 am-2:30 pm
Cleaning Ambassador	40	Tuesday - Saturday, 6:00 am-2:30 pm

The Operations Manager will be a working supervisor assigning and performing work on site during hours. No more than 15 hours per week can be devoted to office work / paperwork.

Budget

Funding Use/Expense	FY2025-26	FY2026-27
Personnel Salaries and Benefits	$222,064	$228,479
Operating Costs	$94,747	$97,025
Total	**$316,811**	**$325,504**

The maximum the Contractor shall be paid on this Agreement is $642,315.00 hereafter the Not to Exceed amount. The Not to Exceed amount includes all paymentsto be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work not identified in Exhibit A.

.

Invoices. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit. Invoices shall be submitted to the below address:

City of Livermore
Community Development /Housing and Human Services
Attention: Josh Thurman
1052 South Livermore Avenue
Livermore, CA 94550

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional

Docusign Envelope ID: 792A587C-A7C5-4E00-87BA-EAAC3D24B79A

insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: January 26, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the allocation of General Funds and Social Opportunity Endowment Funds in the total amount of $255,578 for Fiscal Years 2025-27 and authorizing the execution of documents required to receive, use and distribute funds.

RECOMMENDED ACTION

The Human Services Commission and staff recommend the City Council adopt a resolution authorizing the allocation of $255,578 in funding for Fiscal Years 2025-27 as listed below and authorizing the City Manager to negotiate and execute all related documents, grant agreements, and modifications.

1. General Funds in the amount of $200,000
2. Social Opportunity Endowment (SOE) Funds in the amount of $55,578

DECISION TYPE

Administrative

SUMMARY

Each year, the City receives numerous qualified grant applications from non-profit agencies providing core safety net services in Livermore.

On October 27, 2025, Council approved an additional $200,000 of surplus General Funds to be allocated to the Housing and Human Services Grant program. These funds were designated to support additional human services projects in FY 2025-26 and 2026-27. Six new projects are being recommended for funding in the public services category and are expected to serve an additional 900 residents over the two-year period.

In response to the growing issue of food insecurity within the community, staff is also recommending allocating an additional $55,578 in unallocated SOE funds to enhance support for two existing nonprofit partners.

On December 9, 2025, the Human Services Commission approved the funding recommendations in the

total amount of $255,578. Human Services Commission and staff recommend the City Council approve the funding recommendations set forth in Exhibit A to the resolution.

DISCUSSION

The City of Livermore continues its commitment to supporting core safety net services through strategic investments in nonprofit agencies serving low-income and vulnerable populations. To date, the City has approved a total of $2,119,520 in funding to support 15 projects across 10 nonprofit organizations in the FY 2025-27 grant cycle. This funding is composed of federal funding sources (Community Development Block Grant and HOME Investment Partnership Program Grant) and local funding sources (Human Services Facility Fee, Affordable Housing In-Lieu, and SOE funds).

On March 11, 2025, the Human Services Commission approved funding recommendations in the estimated total amount of $2,074,878 from the federal grant and local funding sources.

On April 28, 2025, Council approved recommendations for the local funding, which included the Human Services Facility Fee, Affordable Housing In-Lieu and SOE funds in the total amount of $1,078,500 over two years.

On May 13, 2025, City staff was informed by the U.S. Department of Housing and Urban Development (HUD) that the FY 2025-26 allocation for Community Development Block Grant (CDBG) was $396,908 and the HOME Investment Partnership Program (HOME) allocation, through the Alameda County HOME consortium, was $123,602. The final CDBG and HOME allocations were approved by Council on June 23, 2025, in total estimated amount of $1,041,020 over the two years.

On October 27, 2025, Council approved an additional $200,000 allocation of surplus General Funds to the Housing and Human Services Grant program. These funds were designated to support additional human services projects in FY 2025-26 and 2026-27. The recommended projects for this funding represent the next highest scoring applications based on the Commissions scores and will align with the grant priorities that were established for the FY 2025-27 grant cycle.

In April 2025, Council approved allocations of $120,000 and $124,500 for FY 2025-26 and FY 2026-27 of Social Opportunity Endowment funding respectively, leaving a balance of unallocated funds for the purpose of creating a mini grants program in partnership with Dublin and Pleasanton. Per the updated SOE ordinance, the maximum allowable allocation is $150,000 for FY 2025-26 and $154,500 for FY 2026-27. Staff continue to explore partnerships to develop a mini-grant program with implementation anticipated in the FY 2027-29 grants cycle. In response to the growing issue of food insecurity within the City, staff recommends allocating an additional $55,578 in unallocated SOE funds for Spectrum Community Services Meals on Wheels Program and Tri-Valley Haven's Food Pantry to address the immediate needs. The additional funding would fully meet the two-year funding requests for both food assistance programs, which were in the top three scoring public service grant applications for FY 2025-27.

On December 9, 2025, the Human Services Commission approved $255,578 in funding for the six new projects to be funded by the General fund and two additional projects to be funded by the SOE as shown in the chart below.

Funding Source	Organization/Project	FY 2025-26	FY 2026-27	Total Recommendation
General Fund	Tri-Valley Haven/ Mental Health Services	$25,000	$25,000	$50,000
General Fund	Chabot-LPCC/Tri-Valley Pathways to Employment Program	25,000	25,000	50,000
General Fund	Legal Assistance for Seniors/Legal Services, Medicare Counseling and Education	12,500	12,500	25,000
General Fund	CALICO Center/Livermore Child Abuse Intervention Program	12,500	12,500	25,000
General Fund	Community Resources for Independent Living (CRIL)/Child Abuse Intervention Program	12,500	12,500	25,000
General Fund	Chabot-LPCC/VITA Services	12,500	12,500	25,000
SOE	Spectrum Community Services/Meals on Wheels	14,464	14,464	28,928
SOE	Tri-Valley Haven/Food Pantry	14,000	12,650	26,650
	Total	**$128,464**	**$127,114**	**$255,578**

Human Services Commission and staff recommend the City Council approve the funding recommendations set forth in Exhibit A to the resolution. If approved, the funding total for the FY 2025-27 Housing and Human Services Grant Program would be $2,375,098, supporting 21 projects across 14 organizations. The six additional funded organizations will serve an additional 900 low-income, senior, youth, homeless, and disabled Livermore residents, for a total of approximately 9,300 residents served over the next two fiscal years.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the proposed recommendations are included in the approved City budget for the General Fund (Fund 100) and the Social Opportunity Endowment Fund (Fund 202) in FY 2025-27.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

8: Expand and improve access to human services

ATTACHMENTS

1. Resolution
2. Exhibit A - Human Services Grant Funding FY 2025-26 and FY 2026-2027 Recommendations

Prepared by: Amy Walker
Management Analyst 1

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE ALLOCATION OF GENERAL FUNDS AND SOCIAL OPPORTUNITY ENDOWMENT FUNDS IN THE TOTAL AMOUNT OF $255,578 FOR FISCAL YEARS 2025-27 AND AUTHORIZING THE EXECUTION OF DOCUMENTS REQUIRED TO RECEIVE, USE AND DISTRIBUTE FUNDS

The City of Livermore continues its commitment to supporting core safety net services through strategic investments in nonprofit agencies serving low-income and vulnerable populations. To date, the City has approved a total of $2,119,520 in funding to support 15 projects across 10 nonprofit organizations in the FY 2025-27 grant cycle. This funding is composed of federal funding sources (Community Development Block Grant and HOME Investment Partnership Program Grant) and local funding sources (Human Services Facility Fee, Affordable Housing In-Lieu, and SOE funds).

On October 27, 2025, Council approved an additional $200,000 of surplus General Funds to be allocated to the Housing and Human Services Grant program. These funds were designated to support additional human services projects in FY 2025-26 and 2026-27. Six new projects are being recommended for funding in the public services category and are expected to serve an additional 900 residents over the two-year period.

In response to the growing issue of food insecurity within the City, an additional $55,578 in unallocated SOE funds are being recommended for Spectrum Community Services Meals on Wheels Program and Tri-Valley Haven's Food Pantry. Per the updated SOE ordinance, the maximum allowable allocation is $150,000 for FY 2025-26 and $154,500 for FY 2026-27. In April 2025, Council approved allocations of $120,000 and $124,500 for FY 2025-26 and FY 2026-27 respectively, leaving a balance of unallocated funds.

On December 9, 2025, the Human Services Commission approved the funding recommendations in the total amount of $255,578.

Human Services Commission and staff recommend the City Council approve the Human Services Grant Program funding recommendations set forth in Exhibit A, attached hereto.

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

1. Authorizes the allocation of $255,578 for funding six new activities and additional funding to two activities provided by six organizations as recommended and more particularly set forth in Exhibit A, attached hereto, from the following sources in the following amounts:

a. General Funds (Fund 100) in the amount of $200,000 for six public services activities;

b. Social Opportunity Endowment Funds (Fund 202) in the amount of $55,578 for additional funding for two public services food related activities; and

2. Authorizes the City Manager, or her designee, to execute all documents related to the receipt, use, and issuance of grant funds, including contracts and amendments thereto, with agencies receiving allocations of funds from the City of Livermore as set forth in Exhibit A, attached hereto.

3. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Ashley Zieba
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A - Additional Human Services Grant Funding Recommendations Fiscal Years 2025-26 and FY 2026-27

EXHIBIT A

Additional Human Services Grant Funding Recommendations Fiscal Years 2025-26 and 2026-27

Total Recommended Funding by Funding Sources	FY 2025-26	FY 2026-27	2-Year Total
Social Opportunity Endowment Fund (SOE)	28,464	27,114	**55,578**
General Fund	100,000	100,000	**200,000**
TOTAL	**$ 128,464**	**$ 127,114**	**$ 255,578**

Total Recommended Funding by Category	FY 2025-26	FY 2026-27	2-Year Total
I. Public Services	128,464	127,114	**255,578**
TOTAL	**$ 128,464**	**$ 127,114**	**$ 255,578**

EXHIBIT A

Additional Human Services Grant Funding Recommendations Fiscal Years 2025-26 and 2026-27

Agency Name Project/Program Title	Program Description	Funding FY 2024-25	2-Year Requested Funding	SOE Funding Recommendation FY 2025-26	General Fund Funding Recommendation FY 2025-26	SOE Funding Recommendation FY 2026-27	General Fund Funding Recommendation FY 2026-27	SOE/GF Funding Recommendation 2-Year Total
I. Public Services				A	B	C	D	**A+B+C+D**
Spectrum Community Services* Meals on Wheels: More than a Meal	Deliver nutritious meals and vital wellness checks five days a week to disabled/homebound seniors in Livermore.	$ 47,567	$ 148,000	$ 14,464	$ -	$ 14,464	$ -	**$ 28,928**
Tri-Valley Haven** Food Pantry	Provide food to low-income individuals and households using the 'Client Choice' model .	32,000	100,000	14,000	-	12,650	-	**26,650**
Tri-Valley Haven Mental Health Services	Provide individual and group therapy to survivors of domestic violence, sexual assault, homelessness and poverty, and as well as families experiencing other forms of crises.	-	60,000	-	25,000	-	25,000	**50,000**
Chabot-Las Positas Community College District Tri-Valley Pathways to Employment Program	Provide career and supportive services to Tri-Valley residents, while offering free job training, that includes industry recognized certifications in the Healthcare, Professional Services, Advanced Manufacturing, Construction, Transportation and Warehousing industries.	-	63,270	-	25,000	-	25,000	**50,000**
Legal Assistance for Seniors Legal Services, Medicare Counseling & Community Education for Tri-Valley Seniors	Provide free legal services and free community education to older adults in the areas of housing, elder abuse/consumer protection, guardianship, health law, public benefits, and naturalization.	-	30,000	-	12,500	-	12,500	**25,000**
CALICO Center Livermore Child Abuse Intervention Program	Provide child abuse intervention services to Livermore children and their caretakers through forensic interviewing and family support services.	10,000	29,000	-	12,500	-	12,500	**25,000**
Community Resources for Independent Living (CRIL) Housing and Independent Living Skills	Provide residents who have a disability with housing search assistance, peer counseling, assistive technology, independent living skills, transition services, travel training and wheelchair accessible transportation.	10,000	30,000	-	12,500	-	12,500	**25,000**

EXHIBIT A

Additional Human Services Grant Funding Recommendations Fiscal Years 2025-26 and 2026-27

Agency Name Project/Program Title	Program Description	Funding FY 2024-25	2-Year Requested Funding	SOE Funding Recommendation FY 2025-26	General Fund Funding Recommendation FY 2025-26	SOE Funding Recommendation FY 2026-27	General Fund Funding Recommendation FY 2026-27	SOE/GF Funding Recommendation 2-Year Total
I. Public Services				A	B	C	D	**A+B+C+D**
Chabot-Las Positas Community College District Tri-Valley VITA Services	Provide free tax preparation services to low- to moderate-income individuals and families, especially Earned Income Tax Credit (EITC)-eligible families.	-	41,812	-	12,500	-	12,500	**25,000**
	Public Services Total	**$ 99,567**	**$ 502,082**	**$ 28,464**	**$ 100,000**	**$ 27,114**	**$ 100,000**	**$ 255,578**

* was previously awarded $59,536 for FY 2025-26 and FY 2026-27 of CDBG funding (Resolution 2025-100 Council Date June 23, 2025)

** was previously awarded $36,000 for FY 2025-26 and $37,350 for FY 2026-27 of SOE funding (Resolution 2025-065 Council Date April 28, 2025)

LIVERMORE
CALIFORNIA

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

DATE: January 26, 2026

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, 2025.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the following reports for Fiscal Year 2024-25 as completed:

1. Annual Comprehensive Financial Report, and ratify and approve the audited financial statements presented therein in accordance with Government Code §37208;
2. Alameda County Transportation Commission Measure B Program Financial Statements;
3. Alameda County Transportation Commission Measure BB Program Financial Statements;
4. Alameda County Transportation Commission Vehicle Registration Fee (VRF) Measure F Program Financial Statements;
5. Agreed Upon Procedures for Compliance with the Proposition 111 2024-25 Appropriations Limit Increment;
6. Memorandum of Internal Control; and
7. Required Communications.

DECISION TYPE

Administrative

SUMMARY

The Annual Comprehensive Financial Report (ACFR), which contains the Auditor's Opinion, for the fiscal year ending June 30, 2025, is complete and ready for City Council acceptance. The auditors have given the City an unmodified or "clean" opinion on the ACFR as shown in the Independent Auditors' Opinion letter on page 1 of the audit report. This is the 44th 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.

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 2024-25 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 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 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 the 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, 2025. The report states that the audit did not identify any deficiencies in the City's internal controls.

- 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 risk.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no direct fiscal impact in accepting the FY 2024-25 audit reports. Total audit and report preparation costs of $157,748 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 A. Burch
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 AUDIT REPORTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025

At its meeting on January 26, 2025, the audited Annual Comprehensive Financial Report and other required audit compliance reports for the fiscal year ended June 30, 2025, 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, 2025, 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 January 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Ashley Zieba
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy 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

EXHIBIT A

CITY OF LIVERMORE CALIFORNIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025



This Page Intentionally Left Blank

CITY OF LIVERMORE CALIFORNIA

Annual Comprehensive Financial Report

For the Year Ended June 30, 2025

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



This Page Intentionally Left Blank

Introductory Section

Letter of Transmittal i

Directory of City Officials xiii

City of Livermore Organization Chart xiv

Financial Section

Independent Auditor's Report 1

Management's Discussion and Analysis 5

Basic Financial Statements

Government-Wide Financial Statements

Statement of Net Position 23
Statement of Activities 24

Fund Financial Statements

Balance Sheet – Governmental Funds 26
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position 27
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds 28
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities 29

Proprietary Fund Financial Statements

Statement of Net Position – Proprietary Funds 31
Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds 32
Statement of Cash Flows – Proprietary Funds 33

Fiduciary Fund Financial Statements

Statement of Fiduciary Net Position – Fiduciary Funds 35
Statement of Changes in Net Position – Fiduciary Funds 36

Notes to Financial Statements 37

Required Supplementary Information

Notes to Required Supplementary Information 91
Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – General Fund 93
Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – Low Income Housing Special Revenue Fund 94
Schedule of Changes in the Net Pension Liability and Related Ratios – Miscellaneous Plan 95
Schedule of the Plan's Proportionate Share of the Net Pension Liability and Related Ratios as of the Measurement Date – Safety Police Plan 96
Schedule of Contributions – Miscellaneous Plan 97
Schedule of Contributions – Safety Police Plan 98
Schedule of Changes in the City's Net OPEB Liability and Related Ratios 99
Other Post-Employment Benefits Schedule of Contributions 100

Supplementary Information

Non-Major Governmental Funds 101
Non-Major Governmental Funds – Combining Balance Sheet 104
Combining Statements of Revenues, Expenditures and Changes in Fund Balances – Non-Major Governmental Funds 108
Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – Budgeted Non-Major Funds 112
Internal Services Funds 121
Combining Statements of Net Position – Internal Service Funds 122
Combining Statements of Revenues, Expenses and Changes in Net Position 123
Combining Statements of Cash Flow 125
Custodial Funds 126
Combining Statement of Fiduciary Net Position – Custodial Funds 127
Combining Statement of Changes in Fiduciary Net Position 128

Statistical Section

Financial Trends

Net Position by Component 130
Changes in Net Position 131
Fund Balances of Governmental Funds 134
Changes in Fund Balances of Governmental Fund 135

Revenue Capacity

Taxable Sales by Category 137
Direct and Overlapping Sales Tax Rates 138
Principal Sales Tax Payers 139
Assessed Value and Estimates Taxable Property 140
Direct and Overlapping Governments Property Tax Rates 141
Principal Property Taxpayers 142
Property Tax Levies and Collections 143

Debt Capacity

Ratios of Outstanding Debt by Type 144
Direct and Overlapping Governmental Activities Debt 145
Legal Debt Margin Information 146

Demographic and Economic Information

Demographic and Economic Statistics 147
Population Demographics 148
Principal Employers 149

Operating Information

Full-Time Equivalent City Government Employees by Function/Program 150
Capital Assets Statistics by Function/Program 151
Operating Indicators by Function/Program 152
Water and Sewer Rates 153
Water System – Revenues by Class of User 154
Sewer Connection Fees 155
Sewer System – Summary of Historical Operating Results 156
Schedule of Insurance 157

Livermore Successor Agency

Redevelopment Project – Historical Tax Revenues 159
Redevelopment Project – Ten Largest Taxable Property Owners 160
Redevelopment Project – Actual and Projected Tax Revenues and Debt Service Coverage 161

This Page Intentionally Left Blank

Introductory Section
June 30, 2025

City of Livermore

This Page Intentionally Left Blank

CITY OF LIVERMORE CALIFORNIA

December 31, 2025

Honorable Mayor, Members of the City Council and
citizens of the City of Livermore, California:

I am pleased to present the City's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2025. 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 ending June 30, 2025.

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, 2025, 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.

City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 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 499 full-time equivalent employees, provides a wide range of services to a residential population of 85,899[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).

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

City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 TDD: (925) 960-4104

Economic Factors and Local Economy

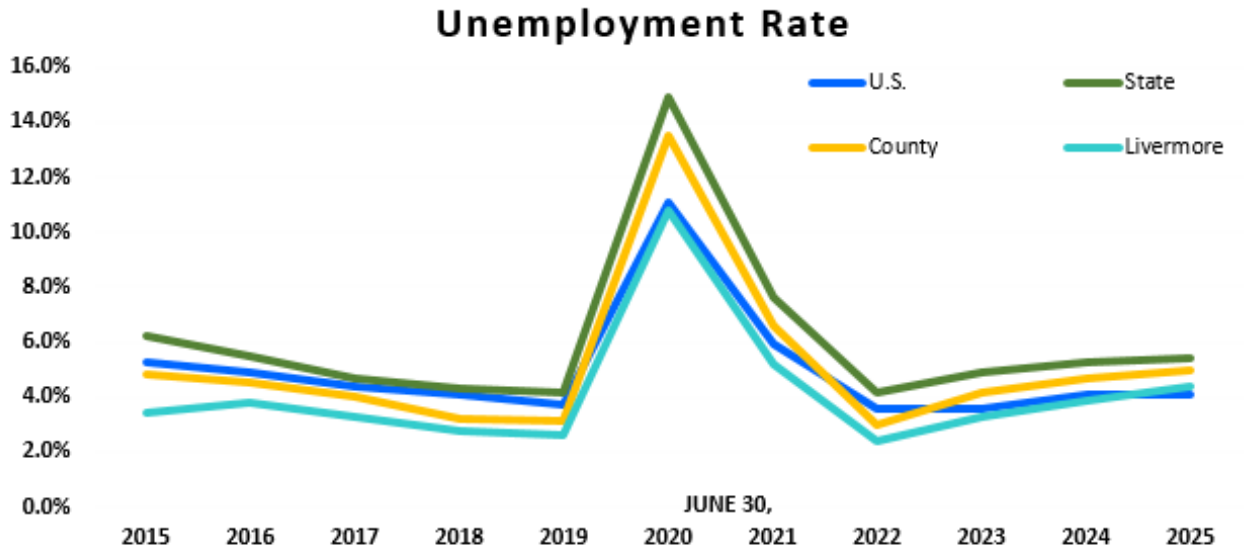
The information presented in the financial statements is perhaps better understood when it is considered from the broader perspective of the specific environment within which the City operates.

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 2025 the City's unemployment rate of 4.4% continued to rank below the average unemployment rates of the county (5%) and state (5.4%) and was greater than the nation (4.1%). Employment in Livermore has historically been less volatile due to the presence of major 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 10-year comparison of unemployment rates in the state and local areas as well as the U.S. by fiscal year.



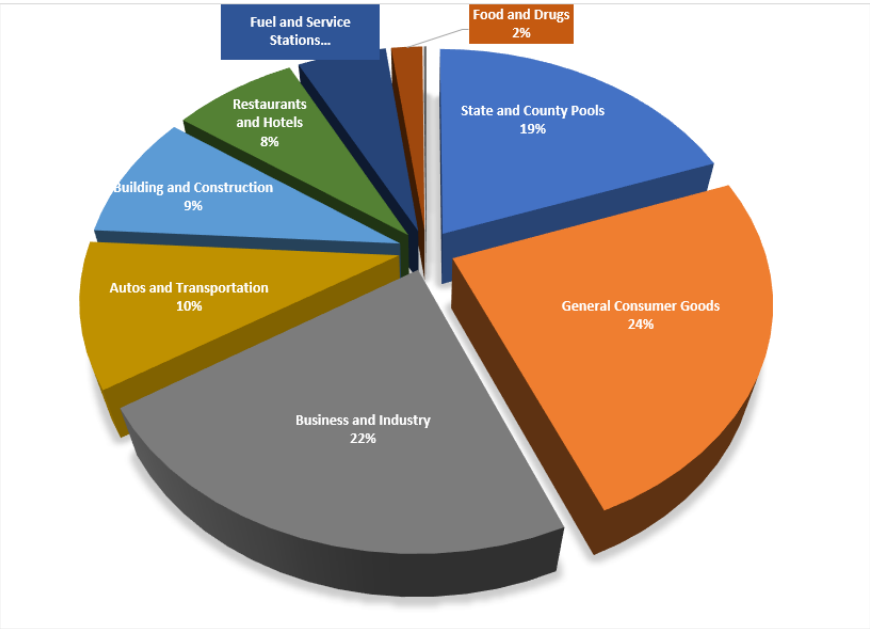
Source: State of CA – Employment Development Department

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 2024-25 were 4.9% lower than FY 2023-24 with most of the losses coming from the General Consumer Goods and Business and Industry groups. Some of the reduced sales tax revenues is associated with the new Costco store in Pleasanton that reduced sales in the Costco store in Livermore and high interest rates reducing larger purchases. The chart below illustrates the City's sales tax revenue for FY 2024-25 by major industry group.

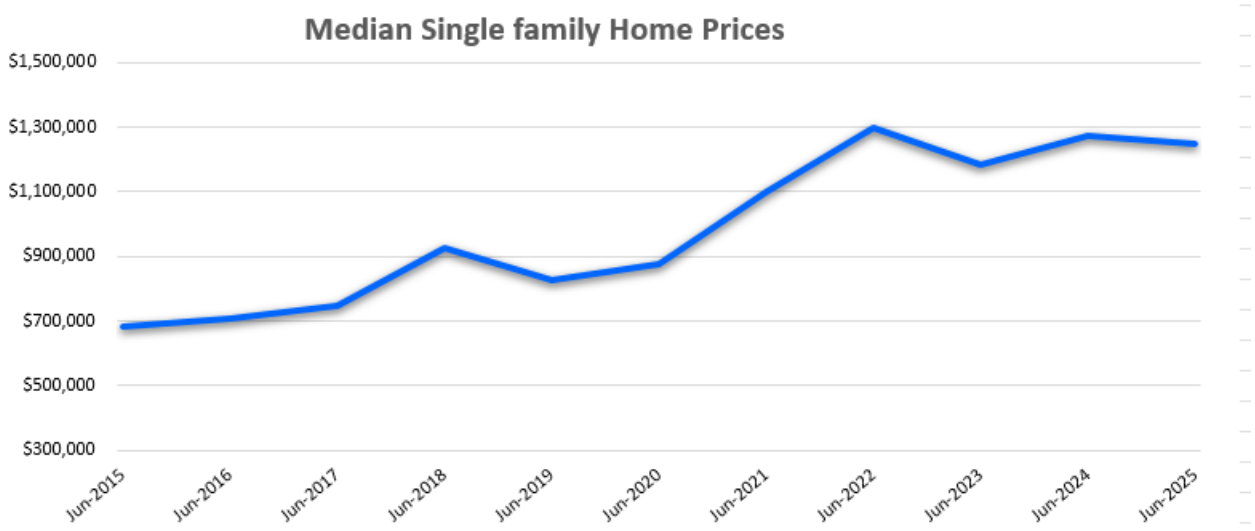
City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 TDD: (925) 960-4104



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 5.5% to $26.8 billion in FY 2024-25 compared to a 6% increase in the previous fiscal year.

Livermore's real estate market remained about the same during FY 2024-25. As reported by HdL, the median sales price for a single-family residence in Livermore decreased by 2% - from $1.27 million to $1.25 million from June 2024 to June 2025.



Source: HdL

City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 TDD: (925) 960-4104

In its November 13, 2025 publication, the Conference Board forecasts that US economic growth will experience slow growth at year-end related to the 43-day government shutdown and recover at the beginning of 2026 They forecast that real GDP will grow by 1.5% in 2026 and then increase by approximately 2.0% in 2027.

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 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, 2025, there was a combined balance of $28.2 million in capital reserves. The City funds capital reserves through year-end surpluses and, depending on the City's budget status, annual budget allocations. 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.

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 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 $1.25 million on June 30, 2025. Purchasing a median priced home with 10% down requires approximately $130,000 for a down payment, $36,000 for closing costs, and approximately $195,000 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.

City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 TDD: (925) 960-4104

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

The City has made extensive progress towards each of these priorities. Some of the achievements realized during FY 2024-25 are as follows:

- **The Police Department** answered over 103,857 landline and 24,179 wireless 911 calls as well as responding to more than 58,144 incidents including more than 41,811 calls for service, resulting in 1,559 criminal arrests, and the seizure of 72 firearms.
- **Shea Homes "Tranquility"**. Approval of a new residential development in the Isabel Neighborhood Specific Plan that includes 164 for-sale condominium units, with 33 moderate-income affordable units, 17 accessible units, common open space areas including four pocket parks, landscaping, parking, pedestrian connections to existing public right-of-way, and Isabel and Portola Avenue frontage improvements, including separated Class IV bike lanes.

- **Isabel Crossing.** Approval of the Isabel Crossing project, the largest single project to date in the Isabel Neighborhood Specific Plan. The project would develop the vacant 45-acre site at the southwest corner of Isabel Avenue and Portola Avenue with a master-planned community offering a range of housing options with 1,299 dwelling units, including duplexes, triplexes, flat condominiums, apartments, and three-story townhomes, approximately 75,000 square feet of office and commercial uses, a main street with public plazas, a new neighborhood park, private recreation center and pool, public trails, bike paths, bike lanes, and a public art program.
- **Portola Townhomes.** Approval of three residential buildings totaling 31 three-story townhouse style condominiums. The project includes six affordable units and four accessible units, a Class 2b bike lane, and related landscaping, parking, stormwater, and frontage improvements.
- **Open Space Acquisition.** In 2024, the City acquired four properties, totaling approximately 330 acres of open space land for permanent preservation and conservation. All the properties have significant biological, scenic, and recreational value. The City periodically acquires open space land from willing sellers on the open market to protect and/or enhance the natural resources and attributes of the properties.
- **Cornerstone Residential**. Approval of the Cornerstone residential development located at the northwest corner of the Collier Canyon Road and Constitution Drive intersection. The project provides 253 residential units, including 143 for-sale townhomes in 21 buildings and 110 affordable for-rent apartments in one building. Project amenities include a 2.5-acre park, pocket park, trail improvements along Collier Creek, an easement for a future pedestrian bridge across Collier Creek, and a monetary contribution towards constructing the bridge.
- **Goodness Village.** Approval of Conditional Use Permit Modification to allow supportive housing (Goodness Village) associated with a public or quasi-public use (Crosswinds Church). The project is to modify the Conditional Use Permit for Crosswinds Church to permanently allow the 28-unit Goodness Village and a new, approximately 7,125 square foot community center for residents and staff administrative offices.
- **Casino 580.** Approval of a Municipal Code Amendment, Development Code Amendment, Conditional Use Permit Modification, Development Agreement, Site Plan Design Review, and Site Plan Design Review Modification for the Parkwest Casino 580 Expansion Project and citywide cardroom operations. The amended cardroom table fees are expected to generate approximately $695,000 annually from Casino 580 (which amount will adjust with the Consumer Price Index). This revenue will be used in part to fund two full-time positions, one in the Police Department and one in the Community Development Department.
- **Comcast Properties Rezoning and Development Agreement**. Approval of an Isabel Neighborhood Specific Plan Amendment to change the land use at 3011, 3055, and 3077 Triad Place from Business Park to Residential Transition (multifamily residential) and a Development Agreement to vest a land use development concept for 450 multifamily housing units, private and common open space, infrastructure including a new bicycle lane, establish terms and timing of payments into the Social Opportunity Endowment and Community Benefit Funds, alternatives to inclusionary affordable housing requirements, and the construction of off-site Class IV bike lane improvements along North Canyons Parkway.
- **Development Code Update and Objective Design Standards**. Adoption of a comprehensive update of the Livermore Development Code (LDC) to incorporate changes in state housing laws, increase project review streamlining, and establish citywide Objective Design Standards applicable to multifamily residential and mixed-use residential projects.

City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 TDD: (925) 960-4104

- **Capital Improvement Project Storymap Webpage**. Developed and implemented Capital Improvement Project Storymap. This website shows the location of all the City's Capital Projects that have been completed in the last year, are in construction, or in design. The project links to the project webpages that are updated at least every month. This helps staff and the public track the progress of City projects.
- **Development Plan Check Manual Update**. Updated the Development Plan Check Manual. This manual is used by engineers, developers, contractors, and the general public to prepare and review final maps, improvement plans, deeds, and associated documents. The manual contains standard conditions of approval, procedures, and checklists. The updated manual reflects recommendations from City staff and incorporates the latest upgrades to city processes, laws, and standards.
- **Flagpole Plaza**. The City completed renovations to the Flagpole Plaza to restore the public gathering area, retain opportunities for continued outdoor dining, improve landscaping, and add new lighting, while maintaining strong connections between the flagpole, the existing fountain, and the plaza. Additionally, advanced security cameras connected to the Police Department's Real-Time Awareness Center were installed to improve public safety at both Flagpole Plaza and Livermorium Plaza. The project enhances both the safety and aesthetics of a prominent city intersection, transforming it into a vibrant and functional space for the community.
- **City Hall HVAC Replacement**. The HVAC control systems were replaced at City Hall, the Police building, and Library, Carbon dioxide sensors were installed at various locations to improve the efficiency of the air-handling units. The boilers and chiller were replaced.
- **Holmes Street Decorative Wall Replacement**. Replaced over 1,700 lineal feet of deteriorated wood stake fence on the west side of Holmes Street from Catalina Drive to north of El Caminito. The new redwood fence is 7-foot-tall. This project helped beautify this gateway into the City and increased pedestrian safety on the sidewalks.
- **Railroad Avenue Street Improvements**. Completed improvements to Railroad Avenue between the Livermore Valley Parking Garage and K Street. These improvements support the Downtown Specific Plan by widening the street, extending turn lanes, replacing the sewer, installing crosswalks, modifying traffic signals, upgrading ramps, adding landscape medians, and resurfacing and restriping the road.
- **Primary Treatment Improvements at Water Reclamation Plant**. Major rehabilitation and process improvements to the primary and secondary treatment facilities of the Water Reclamation Plant. Major improvements included rehabilitating the existing influent pumps; rehabilitating the primary clarifier structures and equipment; rehabilitating the primary effluent pump station structure and equipment; replacing the electrical systems that support the primary treatment area; and replacing the mechanical equipment inside of Secondary Clarifier No. 2.
- **Street Maintenance**. Resurfaced several streets, filled 1,511 potholes, and applied 42,000 pounds of crack filler to street surfaces.
- **L Street Garage**. Nearing completion of four level, 452 space parking structure in the center of Downtown Livermore. Project includes new pedestrian pathways, additional landscaping on Veterans Way, electric vehicle chargers, parking technology, and other site improvements

City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 TDD: (925) 960-4104

- **Downtown Remediation**. Water Board and Air Board approved the City using a vapor extraction remediation system in the downtown core for the L Street Garage, future Eden Housing, and future Science Center parcels. Received low threat closure for Blacksmith Square expansion parcels and future Blackbox Theater parcel.
- **Additional Projects Completed**. Additional projects were completed such as replacing water laterals in Springtown, flood protection and repairs at Las Positas Golf Course, upgrades to the Traffic Operations Center, and crosswalk improvements,
- **Construction Projects Started**. Started construction on multiple projects including a new Springtown Community Park and 18 Hole Disc Golf Course, flood protection and repairs at the Las Positas Golf Course, storm drain trash capture devices, main line sewer replacements, and Arroyo Mocho creek repairs at Holmes Street.
- **Design Started on Projects**. Started design on several projects including replacing Fire Station 6, expanding the Fleet Shop, a new Teen Center at the Civic Center Library, City fleet electrification, East Avenue corridor ATP implementation, a new pedestrian bridge over Isabel, North K Street reconstruction, and slurry seal and resurfacing pavement. maintenance,
- **Final Maps.** Processed multiple final maps and public improvement plans including Arroyo Vista, Parkview, Triad East, and Shea Serenity.
- **Pedestrian Infrastructure**. Installed new crosswalks, repaired multi use trails, repaired and replaced damaged sidewalks, and installed new ADA ramps.
- **Fire Station HVAC Upgrades**. Renovated Fire Stations 8 and 9 HVAC systems
- **Fire Station Alerting System.** Updated all Fire Station alerting systems.
- **LPFD Community Risk Assessment.** For the first time, LPFD completed a Community Risk Assessment and Standards evaluation.
- **LPFD Records System.** Implemented a new incident records management system to bolster LPFD's recordkeeping and data management.

x

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 Asset 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.

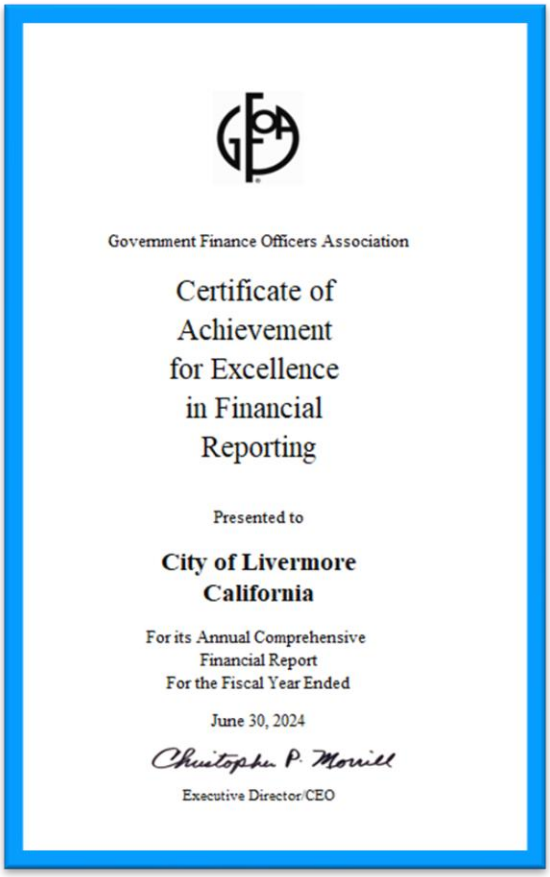
City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 TDD: (925) 960-4104

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, 2024. This was the 36th 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, 2024

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

City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 TDD: (925) 960-4104

Directory of City Officials
As of June 30, 2025

Elected Officials



Mayor
John Marchand



Vice Mayor
Evan Branning



Council Member
Ben Barrientos



Council Member
Steven Dunbar



Council Member
Kristie Wang

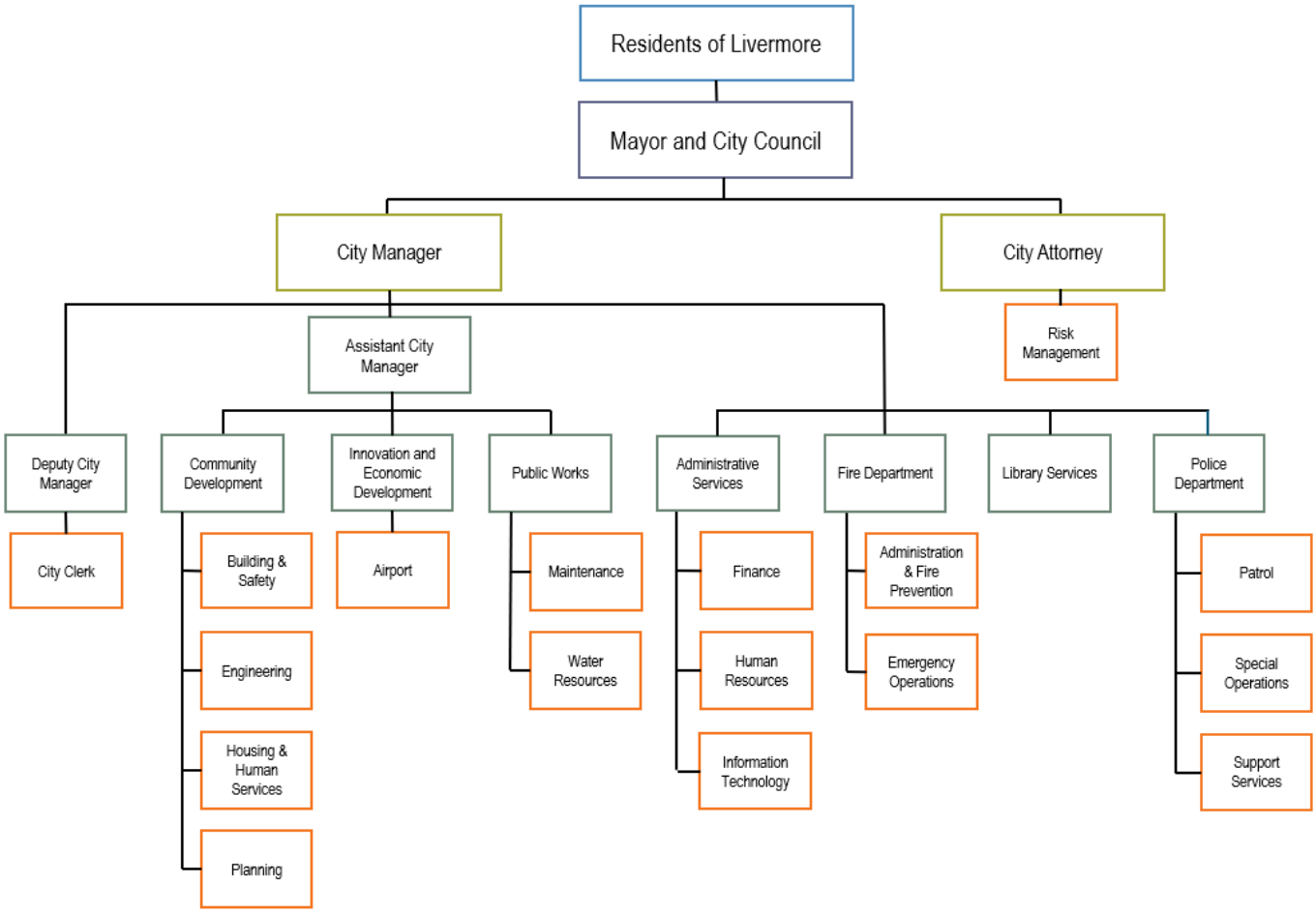
Executive Team

Marianna Burch City Manager	Jason Alcala City Attorney

Assistant City Manager	Paul Spence
Acting Deputy City Manager	Stephanie Egidio
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
Director of Public Works	Carl Brown
Fire Chief	Joe Testa
Police Chief	Jeramy Young

City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 TDD: (925) 960-4104

Organization Chart
As of June 30, 2025



City Hall 1052 South Livermore Ave., Livermore, CA 94550 www.LivermoreCA.gov
Phone: (925) 960-4000 TDD: (925) 960-4104

Financial Section
June 30, 2025
City of Livermore

This Page Intentionally Left Blank

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, 2025, 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, 2025, 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.

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 Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – General Fund, the Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – Low Income Housing Special Revenue Fund, the Schedule of Changes in the Net Pension Liability and Related Ratios – Miscellaneous Plan, the Schedule of the Plan's Proportionate Share of the Net Pension Liability and Related Ratios as of the Measurement Date – Safety Police Plan, the Schedule of Contributions – Miscellaneous Plan, the Schedule of Contributions – Safety Police Plan, , the Schedule of Changes in the City's Net OPEB Liability and Related Ratios and the Other Post-Employment Benefits Schedule of 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 December 31, 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.



Menlo Park, California
December 31, 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, 2025. 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 City's net position increased by 9.5% (or $68.8 million) in FY 2024-25 from $724.3 million to $793.1 million primarily due to increased revenues related to development, adding two capital assets – the L Street Garage and the primary and secondary treatment improvements at the water treatment plant and reduced long-term liabilities.

- The City's Net Pension liability decreased by $6.2 million from $164.0 million in FY 2023-24 to $157.8 million in FY 2024-25, due to CalPERS investment returns exceeding the discount rate in FY 2023-24. The measurement date of CalPERS reports is one year behind the City's annual financial report. The City is expecting the Net Pension liability to decrease again in the City's FY 2025-26 annual financial report due to CalPERS' FY 2024-25 investment gains also exceeding the discount rate.

- The market value of the City's investments was $2.9 million less than cost in FY 2024-25. This is an improvement of $6.6 million from FY 2023-24's unrealized loss of $9.5 million. Staff has been working with the City's investment advisor to strategically reinvest maturities to maximize investment income. The City is expecting to experience unrealized investment gains next year due to three rate cuts in late 2025. The City did not incur any actual losses. Unrealized gains or losses are the difference between what an investor will pay for an investment in the current market and the amount the City originally bought it for. Actual investment income was $9.3 million in FY 2024-25 from the City's main portfolio, an increase of $2.2 million from FY 2023-24.

- At the close of FY 2024-25, the City's governmental funds reported combined fund balances of $291.6 million, an increase of $16.2 million from the prior fiscal year's fund balance of $275.4 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 FY 2024-25, the unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was $75.01 million, or approximately 52.6% of total General Fund expenditures, and debt service transfers out. The City's General Fund Reserve Policy requires operating reserves equal to 30% of operating expenses and outgoing transfers for debt service.

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 FY 2024-25, 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 proprietary 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 37-90.

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 91-100.

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 101-128 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 $793.1 million, at the close of FY 2024-25.

Long-term liabilities, which consists mostly of claims, debt, compensated absences, pension, and postemployment benefit obligations, decreased by $16.7 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 $7.8 million.

Table 1
City of Livermore Net Position
(in Millions)[1]

	Governmental activities		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Assets:						
Current and other assets	$ 312.8	$ 289.8	$ 190.9	$ 172.5	$ 503.7	$ 462.3
Capital assets	416.4	401.0	165.5	159.4	581.9	560.4
Total assets	**729.2**	**690.8**	**356.4**	**331.9**	**1,085.6**	**1,022.7**
Total Deferred outflows of resources	**38.2**	**52.7**	**4.9**	**6.8**	**43.1**	**59.5**
Liabilities:						
Long-term liabilities outstanding	244.3	259.1	31.0	32.9	275.3	292.0
Other liabilities	35.8	34.6	10.4	11.6	46.2	46.2
Total liabilities	**280.1**	**293.7**	**41.4**	**44.5**	**321.5**	**338.2**
Total Deferred inflows of resources	**3.5**	**7.8**	**10.7**	**11.9**	**14.2**	**19.7**
Net position:						
Net investment in capital assets	342.8	313.7	159.4	153.0	502.2	466.7
Restricted	212.9	187.2	-	-	212.9	187.2
Unrestricted	(71.8)	(58.9)	149.8	129.3	78.0	70.4
Total net position	**$ 483.9**	**$ 442.0**	**$ 309.2**	**$ 282.3**	**$ 793.1**	**$ 724.3**

** The prior year's amounts were not restated for GASB Statement 101, compensated absences*

[1] Due to rounding amounts may differ from what's reported on the financial statements

The largest portion of the City's net position ($502.2 million or 63.3%) 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 residents and businesses. 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 ($212.9 million or 26.8%) 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 FY 2024-25, 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 $71.8 million as of the end of FY 2024-25. The deficit is caused primarily by $103.7 million in the unfunded pension liabilities and $20.4 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 governmental activities unrestricted net position, excluding the effects of pension and OPEB liabilities, is $52.3 million and may be used to meet the City's ongoing obligations.

Overall, the City's net position increased by $68.8 million from $724.3 million in FY 2023-24 to $793.1 million in FY 2024-25. 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	
	2025	2024	2025	2024	2025	2024
Revenues						
Program revenues:						
Charges for services	$ 35.1	$ 16.3	$ 58.5	$ 59.2	$ 93.6	$ 75.5
Operating contributions and grants	30.0	12.2	0.5	0.8	30.5	13.0
Capital grants and contributions	5.3	10.0	9.2	2.3	14.5	12.3
Total program revenues	70.4	38.5	68.2	62.3	138.6	100.8
General revenues:						
Property taxes	60.4	57.7	-	-	60.4	46.6
Sales taxes	39.1	39.6	-	-	39.1	39.6
Other taxes	24.8	26.5	-	-	24.8	26.5
Intergovernmental	4.3	2.4	-	-	4.3	13.5
Investment income	18.4	11.5	8.4	5.9	26.8	17.4
Miscellaneous	5.8	6.2	-	-	5.8	6.2
Total general revenues	152.8	143.9	8.4	5.9	161.2	149.8
Total Revenues	223.2	182.4	76.6	68.2	299.8	250.6
Expenses						
General Government	22.5	19.6	-	-	22.5	19.6
Fire	28.5	28.7	-	-	28.5	28.7
Police	46.0	41.3	-	-	46.0	41.3
Public Works	32.3	25.6	-	-	32.3	25.6
Community Development	27.1	33.5	-	-	27.1	33.5
Economic Development	4.2	3.2	-	-	4.2	3.2
Library	9.5	8.8	-	-	9.5	8.8
Interest on long term debt	2.6	2.8	-	-	2.6	2.8
Airport	-	-	3.2	3.4	3.2	3.4
Water	-	-	20.6	19.5	20.6	19.5
Sewer	-	-	27.4	27.1	27.4	27.1
Stormwater	-	-	5.7	7.5	5.7	7.5
Total expenses	172.7	163.5	56.9	57.5	229.6	221.0
Increase (Decrease) in Net Position before transfers	50.5	18.9	19.7	10.7	70.2	29.6
Transfers, net	(7.4)	(3.5)	7.4	3.5	-	-
Changes in net position	**43.1**	**15.4**	**27.1**	**14.2**	**70.2**	**29.6**
Net position - Beginning as restated	440.8	426.7	282.1	268.2	722.9	694.9
Net position - Ending	$ 483.9	$ 442.0	$ 309.2	$ 282.3	$ 793.1	$ 724.3

** The prior year's amounts were not restated for GASB Statement 101, compensated absences*

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

Governmental Activities

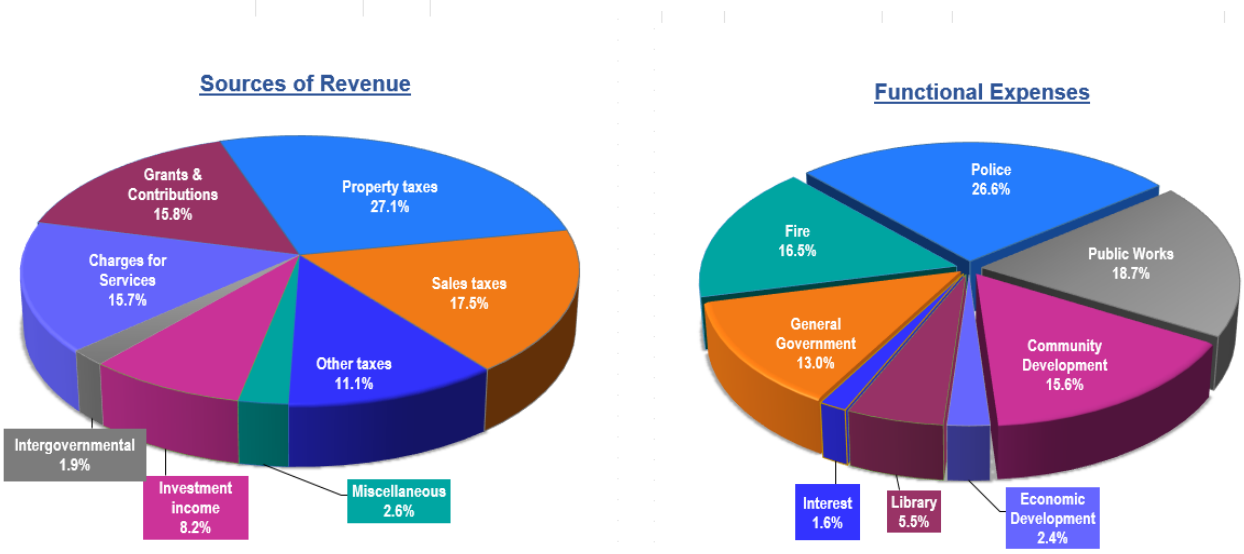
The *Statement of Activities* presents program revenues and expenses, and general revenues in detail. The City's governmental activities Net Position was $483.9 million on June 30, 2025, an increase of $41.9 million over the 2024 balance of $442.0 million.

Total revenues from governmental activities were $223.2 million of which taxes at $124.3 million comprise the largest component at 55.7% of total revenues. As shown in table on the previous page, $70.4 million, or 31.5%, of the City's Governmental Activities revenue in FY 2024-25 came from program revenues out of which charges for services accounted for 15.7% of total governmental revenues while Operating and Capital Grants made up 15.8% of the total governmental revenues.

Program revenues for governmental activities increased by $31.9 million during the year due to an increase of $13.1 million for grants and contributions and increase of $18.8 million in charges for services. General revenues experienced an increase of $8.9 million in FY 2024-25 primarily due to an increase of $6.9 million in investment income, and $0.5 million increase in taxes. The Fund Financial Statements Analysis includes additional details 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.

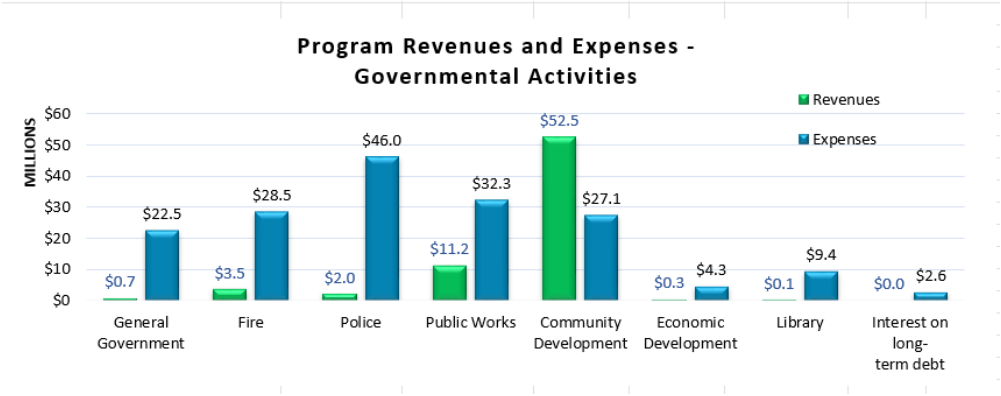
Citywide Governmental Activities



Total expenses, including capital projects, were $172.7 million in FY 2024-25, an increase of $9.2 million from FY 2023-24. The largest increases were in Public Works by $6.7 million Police by $4.7 million, and General Government by $2.9 million.

The Functional Expenses chart above shows Police and Fire accounted for 43.1% of total governmental expenses while Community Development accounted for 15.6%, Public Works 18.7% and other governmental programs 22.6%.

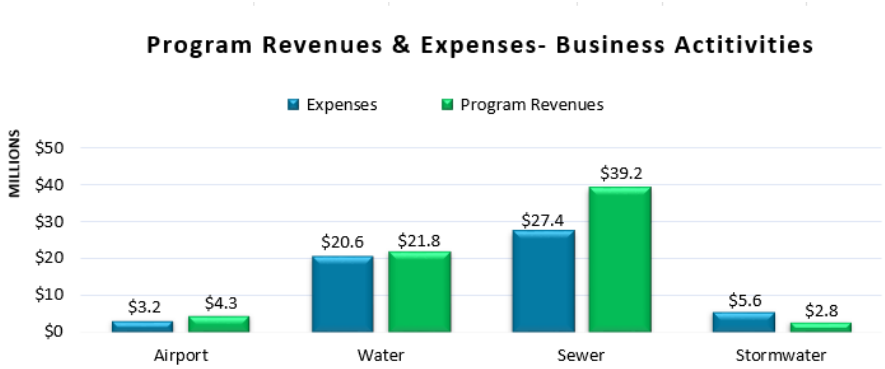
As shown in the graph below, during FY 2024-25, the cost of all activities exceeded the revenue generated by those programs. This is to be expected as other general sources of revenues such as property taxes, sales taxes, other taxes, and investment income are used to subsidize the gap between program expenditures and program revenues. The only exception was Community Development, as they collected various impact fees due to the amount of development occurring in the City during the year.



Business-type Activities

For the City's business-type activities, the results for FY 2024-25 were positive in that the overall net position increased to reach an ending balance of $309.2 million. The total increase in net position for business-type activities was $26.9 million or 9.5% from the FY 2023-24 net position. Overall business type program revenues increased by $5.9 million from $62.3 million in FY 2023-24 to $68.2 million in FY 2024-25. The increase was mostly due to an increase of $6.9 million in capital grants and contribution and decrease of $0.7 million and $0.3 million in charges for services and operating contributions and grants.

Program expenses decreased by $0.7 million to a total of $56.8 million in the current year. The overall decrease is due to decreased capital expenditures mostly offset by increased personnel and contractual services costs.



Analysis of the Fund Statements

The table below summarizes the activities and balances of governmental funds. As of June 30, 2025, the City's governmental funds reported combined fund balances of $291.6 million, an increase of $16.2 million from the prior year ending fund balance of $275.4 million. Approximately 7.7% of this amount ($6.7 million) is available to spend at the government's discretion (unassigned fund balance). See Note 10 for detailed classifications of the City's governmental fund balances.

During FY 2024-25, the City experienced an overall increase of $37.3 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	**2025**	**2024**
Total assets	$ 326.6	$ 307.0
Total liabilities	26.3	24.8
Total deferred inflows	8.7	6.8
Total fund balances	291.6	275.4
Total revenues	221.2	183.9
Total expenditures	186.5	169.2
Total other financing sources (uses)	(18.5)	(7.5)

The following are contributing factors affecting the revenues in FY 2024-25:

- Property tax revenues grew by almost $2.7 million in FY 2024-25 from assessed valuation growth.
- Overall sales tax revenues decreased by approximately $0.4 million compared to FY 2023-24 as inflation and rising interest rates slowed large purchases.
- Use of money and property increased by $3.3 million as interest rates rose throughout the year and the year-end market value adjustment loss narrowed in the current year.
- Intergovernmental revenue increased by $16.3 million due to receiving grants to purchase open space and fund certain capital projects. Note $11.4 million Vehicle License Fee (VLF) revenue was reclassified to Property tax.
- Licenses and permit revenue increased by $4.4 million due to multiple development projects occurring throughout the City.
- Charges for services revenue increased $6.9 million related to collections of impact fees and in-lieu fees.

In FY 2024-25, expenditures for governmental funds totaled $186.5 million, an increase of $17.3 million (or 10.2%) from the FY 2023-24 total of $169.2 million. The largest contributor to the change was an increase of $5.8 million in capital projects and an increase of $7.9 million in public works. The rest of the increases were due to increased police department, economic development, and general government expenditures with increases of $4.5 million, $1 million and $2.4 million, respectively. The fire department expenses increased by $0.6 million.

Analysis of Major Governmental Funds

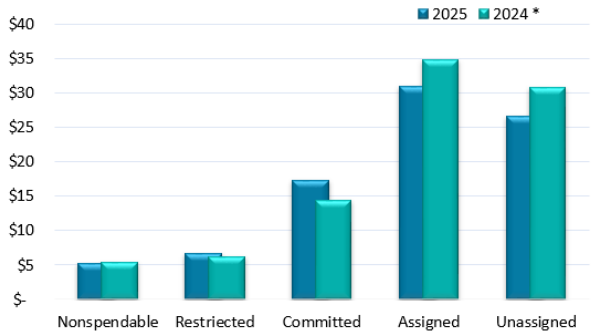
General Fund

The General Fund is the chief operating fund of the City of Livermore. At the end of FY 2024-25, the total fund balance of the General Fund was $87.04 million, out of which $6.7 million was remaining 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 remaining unassigned fund balance of $6.7 million represents approximately 4.1% of total General Fund expenditures and transfers out, while the total fund balance of $87.04 million represents approximately 53.5% of the same amount.

The non-spendable fund balance of $5.3 million represents amounts set aside for specific items and therefore, are unavailable. The Restricted Fund Balance of $6.8 million represents the balance in the City's Pension 115 Trust. The Committed Fund Balance of $17.4 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 $31.0 million represents CIP Reserves, and the capital improvement program. The Unassigned Reserve in this report shows a balance of $26.6 million. It includes the Economic Uncertainty Reserve of $19.9 million, which will be used during times of protracted recessionary periods. The Remaining Unassigned amount of $6.7 million can be used to allocate to other priorities for the City, but $2.2 million will be used to help meet the 30% Operating Reserve requirement in FY 2025-26, $2.4 million is being used in the FY 2025-27 budget, and $0.9 million is for investments held at market value. This leaves the balance available of the Unassigned Reserve at $1.2 million. See Note 10 for further information.

Fund Balance Categories- General Fund



* Amounts in 2024 have been restated for comparitive purposes for the following reserves: .
Economic Uncertainty reserve to the Unassigned category
Pension 115 Trust reserve to the Restricted category

Local taxes, including property tax, sales taxes, transient occupancy tax, and business license taxes are the primary revenue source for the General Fund, constituting 79.1% of revenues in FY 2024-25. These revenue sources are highly susceptible to economic fluctuations.

The General Fund revenues were $157.2 million in FY 2024-25, an $11.7 million increase from FY 2023-24 amount of $145.5 million. As discussed in detail under "The City's Fund Financial Statements", increase mainly came from property tax ($2.72 million), use of money and property ($2.41 million), licenses and permits ($4.38 million) and other taxes ($2.97 million). Decreases mainly came from charges for current services ($3.15 million) from the prior year.

General Fund
Statement of Revenues, Expenditures And Changes In Fund Balances (in Millions)

	2025	2024
Revenues		
Property taxes and special assessments	$ 60.42	$ 57.70
Sales Taxes	39.12	39.60
Other taxes	24.77	21.80
Licenses and permits	7.78	3.40
Intergovernmental	4.31	2.40
Contributions from outside sources	-	0.10
Fines and forfeitures	0.48	0.30
Charges for current services	6.25	9.40
Use of money and property	12.81	10.40
Miscellaneous	1.26	0.60
Total Revenues	157.20	145.50
Expenditures		
Current:		
General Government:	18.45	16.00
City Council	0.22	0.19
City Manager	5.30	2.52
City Attorney	2.66	1.91
Administrative Services	7.39	7.84
General Services	2.87	3.37
Fire	28.62	28.00
Police	48.03	43.50
Public Works	9.28	8.70
Community Development	19.70	16.80
Economic Development	3.72	2.70
Library	7.58	6.80
Capital Outlay	0.82	0.30
Debt service:		
Principal	0.79	-
Interest and fiscal charges	0.02	-
Total Expenditures	137.01	122.90
Excess (Deficiency) of Revenues over Expenditures	20.19	22.70
Other Financing Sources (Uses)		
Transfers in	0.53	0.70
Transfers (out)	(25.72)	(14.50)
Total Other Financing Sources (Uses)	(25.19)	(13.80)
Net Change in Fund Balances	(5.00)	8.10
Fund Balances- Beginning, as restated	92.10	83.90
Fund Balances- Ending	87.10	92.10

The next table shows the original budget, final amended budget, and the actual results for FY 2024-25. 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.

Actual General Fund property tax revenues were slightly less than budget. Use of money and property was $5.5 million over budget, that was due to the increased interest rates on investments and the improvement of the unrealized market value adjustment of nearly $5.0 million that is not budgeted. Sales tax came in under budget by $3.5 million as increased interest rates slowed consumer spending.

Total expenditures and transfers out were under budget by $7.6 million. Expenditures for few departments were under budget for FY 2024-25 primarily due to vacant positions. Fire department, Economic Development, debt service and transfers-out were collectively over budget by $1.0 million. The remaining were collectively under budget by $8.6 million including capital projects under budget by $2.8 million followed by general government under budget by $2.3 million and Community Development under budget by $1.6 million.

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	$60.6	$60.6	$60.4	-$0.2	-0.25%
Sales taxes	42.6	42.6	39.1	-3.5	-8.16%
Other taxes	24.1	24.1	24.8	0.7	2.96%
Licenses and permits	4.3	4.3	7.8	3.5	82.71%
Intergovernmental	3.8	3.8	4.3	0.5	12.33%
Contributions from outside sources	0.0	0.0	0.0	0.0	0.00%
Fines and forfeitures	0.4	0.4	0.5	0.1	24.82%
Charges for current services	4.2	5.0	6.3	1.3	25.69%
Use of money and property	6.1	7.3	12.8	5.5	75.82%
Miscellaneous	0.8	0.8	1.3	0.4	50.17%
Total revenues	147.0	148.8	157.2	8.4	5.6%
Transfers in	1.6	0.9	0.5	-0.4	-41.90%
Total revenues and transfers in	$148.5	$149.7	$157.7	$8.0	5.36%
Expenditures and transfers out:					
General Government:	$21.5	$20.7	$18.5	$2.3	11.0%
Fire	27.8	28.5	28.6	-0.1	-0.4%
Police	46.5	48.8	48.0	0.8	1.6%
Public Works	9.8	10.4	9.3	1.1	10.8%
Community Development	20.8	21.3	19.7	1.6	7.7%
Economic Development	3.0	3.7	3.7	-0.1	-1.7%
Library	7.2	7.6	7.6	0.0	-0.2%
Capital projects	7.5	3.6	0.8	2.8	77.1%
Debt service	0.1	0.1	0.8	-0.7	0.0%
Total expenditures	144.2	144.7	137.0	7.7	5.3%
Transfers out	17.2	25.6	25.7	-0.1	-0.5%
Total expenditures and transfers out	$161.4	$170.3	$162.7	$7.6	4.46%

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. FY 2024-25 revenues decreased by $4.7 million mostly from reduced housing fees collected in the year, while expenditures decreased by $0.2 million due to less new housing loans activity.

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 $3.9 million was $0.2 million higher in FY 2024-25 due to increased charges for services. Operating expenses increased by $0.16 million due to higher cost of sales, salaries, and benefits.

Net nonoperating revenues decreased by $0.085 million due to increases in investment income of $0.27M, offset by a decrease in federal grant funding of $0.15M, and rental of City owned property $0.21M revenues. The federal grant revenue is composed of Covid CARES Act funding.

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 decreased by $1.42 million. The main driver behind the operating expenses decrease was cost of sales, salaries and benefits, which was $1.97 million lower than FY 2023-24.

Transfers in, composed of a transfer from the General Fund and CIP reserve, rose by $3.88 million from $3.47 million to $7.35 million.

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 5.6 million gallons of wastewater each day from throughout the Livermore area.

The Sewer Fund's net operating income was $3.2 million in FY 2024-25 compared to $4.7 million in FY 2023-24. Operating revenues were $1.8 million higher in FY 2024-25, primarily due to an increase in sewer rates. Revenue is expected to continue to increase as the City Council approved a comparable rate increase for the next fiscal year. Operating expenses of $29.6 million experienced a 12.5% increase from $26.3 million in FY 2023-24 due to increases in cost of sales, salaries and benefits, and contracted services. The contracted services expense increase of $2.7 million was due to a one-time payment to LAVWMA for the replacement of a pipeline segment.

Nonoperating revenues (expenses) decreased by $3.1 million due to year end market value adjustment of the City's investments ($1.3 increase) and change in value in the JPA-LAVWMA investment ($4.4 million decrease). 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.

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 10,700 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 9.2% from $18.4 million to $20.1 million. The combined annual Livermore Municipal Water and Zone 7 rate increase was approximately 3%.

Operating expenses were $3.4 million higher compared to FY 2023-24, primarily due to increases in the purchase of water from Zone 7 of $1.0 million and increased repair and maintenance costs of $1.7 million. Net nonoperating revenues (expenses) increased by $0.9 million due to increased investment income.

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 everyone. 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, 2025, equals $581.8 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 FY 2024-25 and FY 2023-24, the cost of capital assets recorded on the City's financial statements is shown in the following table.

Capital Assets at Year-end (in Millions)

	Governmental actitivies		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Land and Land Improvements	$ 50.8	$ 43.8	$ 14.0	$ 14.0	$ 64.8	$ 57.8
Intangible Assets	4.5	4.5	-	-	4.5	4.5
Construction in progress	65.5	61.4	41.4	27.6	106.9	89.0
Buildings	158.8	154.0	23.0	23.0	181.8	177.0
Equipment and vehicles	41.4	38.0	13.8	13.9	55.2	51.9
Infrastructure	403.1	392.0	-	-	403.1	392.0
Airport Infrastructure	-	-	12.0	12.0	12.0	12.0
Water Infrastructure	-	-	60.8	60.8	60.8	60.8
Sewer Infrastructure	-	-	143.5	143.3	143.5	143.3
Stormwater Infrastructure	-	-	112.7	112.6	112.7	112.6
Right-to-use subscription IT assets	4.0	4.0	0.4	0.4	4.4	4.4
Less accumulated depreciation and amortization	(311.7)	(297.0)	(256.2)	(248.3)	(567.9)	(545.3)
Totals	**$ 416.4**	**$ 400.7**	**$ 165.4**	**$ 159.3**	**$ 581.8**	**$ 560.0**

The total capital assets for FY 2024-25 increased by approximately $21.8 million (or 3.9%) due to increased expenditures in the current year. Major capital asset expenditures during FY 2024-25 included the following:

- Project DR586003 L Street Garage had total costs of $13.7 million in FY 2024-25, with expenses to date of $38.1 million. This project is continuing into fiscal year 2026, with expected completion in February 2026.
- Project WW201931 WRP Primary and Secondary Treatment Improvements had total costs of $6.7 million in fiscal year 2025, with expenses to date of $30.3 million. This project is continuing into FY 2025-26.
- Project WW202128 WRP UV Treatment System Replacement had total costs of $4.5 million in FY 2024-25, with expenses to date of $5.4 million. This project is continuing into FY 2025-26.
- Project DR202225 Flag Pole Plaza and Downtown Streetscape had total costs of $1.8 million in FY 2024-25 , with expenses to date of $1.9 million. This project is finishing in FY 2025-26, with the ribbon cutting ceremony being held in November 2025.

There were also several major projects that were completed and closed out in FY 2023-24. Some of these completed projects include the following:

- City Hall HVAC & Central Plant Chiller Replacement – total cost $4.0 million
- Railroad Avenue Street Improvements – total cost $2.5 million
- Montage Trail Connection to Collier Canyon Rd - total cost $0.7 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, 2025, and 2024, the City's debt comprised the following:

Outstanding Debt (in Millions)						
	Governmental actitivies		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Certificates of Participation	$ 75.7	$ 80.1	$ 5.7	$ 6.2	$ 81.4	$ 86.3
Notes payable	0.3	0.4	-	-	0.3	0.4
Financed purchase	3.6	4.5	0.1	0.2	3.7	4.7
Totals	**$ 79.6**	**$ 85.0**	**$ 5.8**	**$ 6.4**	**$ 85.4**	**$ 91.4**

The outstanding debt in the current fiscal year decreased by $5.4 million for governmental activities and decreased by $0.6 million for business type activities. The $6 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 FY 2025-26 is $317.4 million for all City activities, including allocations to fund balance reserves. The FY 2025-26 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 FY 2025-26 is projected to be $64.1 million, an increase of 5.8%, or $3.5 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 $41.1 million in FY 2025-26, a decrease of 3.5%, or $1.5 million compared to FY 2024-25 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 the next budget cycle, as appropriate. Use of money and property is projected to be $8.5 million, an increase of 16.4%, or $1.2 million compared to FY 2024-25'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 FY 2025-26 provides $158.4 million in resources, and $158.4 million in uses, including $2.2 million for the Capital Improvement Plan (CIP). The FY 2025-26 budget includes a General Fund budget surplus of $0.01 million.

The General Fund's FY 2025-26 operating expenditures are projected to grow by $3.6 million to $144.7 million from FY 2024-25 budgeted expenditures of $141.1 million primarily related to increases in employment-related costs.

The fund balance for the General Fund at the end of FY 2024-25 is $87.0 million with $44.3 million in reserves and $1.2 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*.

STATEMENT OF NET POSITION JUNE 30, 2025	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments in City Treasury (Note 3)	$ 265,387,387	$ 145,387,481	$ 410,774,868
Cash and investments with Trustees (Note 3)	17,403,289	-	17,403,289
Accounts receivables, net	14,163,710	6,299,148	20,462,858
Interest receivable	10,912,763	31,648	10,944,411
Lease receivables	429,408	11,093,540	11,522,948
Inventory	528,821	-	528,821
Internal balances (Note 4)	(2,240,339)	2,240,339	-
Prepaids, deposits and supplies	238,650	45,393	284,043
Notes receivable (Note 5)	42,859,080	-	42,859,080
Investment (Deficit) in JPA Equity (Note 14)	(40,976,748)	25,813,755	(15,162,993)
Land held for redevelopment (Note 1)	4,105,802	-	4,105,802
Land, easements and construction in progress (Note 7)	120,860,803	55,401,026	176,261,829
Capital assets, net of accumulated depreciation (Note 7)	294,058,380	109,852,329	403,910,709
Right-to-use subscription IT assets, net of accumulated amortization (Note 7)	1,498,987	278,712	1,777,699
Total Assets	729,229,993	356,443,371	1,085,673,364
DEFERRED OUTFLOWS OF RESOURCES			
Related to pension (Notes 11)	33,713,187	4,158,250	37,871,437
Related to OPEB (Notes 12)	4,508,181	721,668	5,229,849
Total Deferred Outflows of Resources	38,221,368	4,879,918	43,101,286
LIABILITIES			
Accounts payable and other accruals	15,858,541	9,088,889	24,947,430
Accrued payroll	17,662	-	17,662
Interest payable	802,112	51,467	853,579
Deposit payable and unearned revenue	7,936,511	334,693	8,271,204
Non-current liabilities:			
Due within one year:			
Claims payable (Note 15)	2,936,113	-	2,936,113
Accrued compensated absences (Note 8)	1,805,052	276,374	2,081,426
Long-term debt (Note 8)	6,421,147	641,672	7,062,819
Due in more than one year:			
Claims payable (Note 14B)	6,796,528	-	6,796,528
Accrued compensated absences (Note 8)	3,884,938	505,937	4,390,875
Long-term debt (Note 8)	74,439,242	5,445,096	79,884,338
Net pension liability (Note 11)	136,386,780	21,369,308	157,756,088
Net OPEB liabilities (Note 12)	22,840,168	3,656,246	26,496,414
Total Liabilities	280,124,794	41,369,682	321,494,476
DEFERRED INFLOWS OF RESOURCES			
Related to pension (Notes 11)	1,036,412	-	1,036,412
Related to OPEB (Notes 12)	2,044,777	327,327	2,372,104
Related to leases (Notes 6)	385,821	10,376,231	10,762,052
Total Deferred Inflows of Resources	3,467,010	10,703,558	14,170,568
NET POSITION (Note 10)			
Net investment in capital assets	342,766,861	159,445,299	502,212,160
Restricted:			
Capital improvement programs	69,239,246	-	69,239,246
Landscape and Maintenance	15,935,827	-	15,935,827
Affordable Housing	63,081,699	-	63,081,699
Park fee	11,833,166	-	11,833,166
Art programs	9,198,364	-	9,198,364
Grant programs	12,219,479	-	12,219,479
Gas tax and other transportation programs	27,375,273	-	27,375,273
Community services	3,975,624	-	3,975,624
Unrestricted	(71,765,982)	149,804,750	78,038,768
Total Net Position	$ 483,859,557	$ 309,250,049	$ 793,109,606

See Notes to Financial Statements

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business-type Activities	Total
Governmental Activities:							
General Government	$ 22,450,983	$ 205,543	$ 522,873	$ -	$ (21,722,567)	$ -	$ (21,722,567)
Fire	28,525,529	3,485,865	-	-	(25,039,664)	-	(25,039,664)
Police	45,986,717	1,736,576	257,175	-	(43,992,966)	-	(43,992,966)
Public Works	32,286,455	6,124,547	5,097,026	-	(21,064,882)	-	(21,064,882)
Community Development	27,116,240	23,101,382	24,103,452	5,252,187	25,340,781	-	25,340,781
Economic Development	4,245,452	345,821	-	-	(3,899,631)	-	(3,899,631)
Library	9,485,486	85,196	-	-	(9,400,290)	-	(9,400,290)
Interest on long term debt	2,575,691	-	-	-	(2,575,691)	-	(2,575,691)
Total Governmental Activities	172,672,553	35,084,930	29,980,526	5,252,187	(102,354,910)	-	(102,354,910)
Business-type Activities:							
Airport	3,205,408	3,904,909	435,320	-	-	1,134,821	1,134,821
Water	20,575,246	20,096,890	34,015	1,634,632	-	1,190,291	1,190,291
Sewer	27,389,268	33,291,598	750	5,868,851	-	11,771,931	11,771,931
Stormwater	5,585,156	1,159,080	-	1,679,034	-	(2,747,042)	(2,747,042)
Total Business-type Activities	56,755,078	58,452,477	470,085	9,182,517	-	11,350,001	11,350,001
Total primary government	$ 229,427,631	$ 93,537,407	$ 30,450,611	$ 14,434,704	(102,354,910)	11,350,001	(91,004,909)
General revenues:							
Property taxes					60,419,621	-	60,419,621
Sales taxes					39,115,790	-	39,115,790
Business license taxes					10,156,311	-	10,156,311
Transient occupancy, franchise and other taxes					14,609,369	-	14,609,369
Intergovernmental, unrestricted					4,306,137	-	4,306,137
Investment income					18,427,802	8,423,453	26,851,255
Miscellaneous					5,781,917	-	5,781,917
Transfers, net (Notes 4 & 5)					(7,363,576)	7,363,576	-
Total general revenues and transfers					145,453,371	15,787,029	161,240,400
Change in Net Position					43,098,461	27,137,030	70,235,491
Net Position-Beginning, as previously reported					442,086,383	282,328,064	724,414,447
Adjustments (Note 19)					(1,325,287)	(215,045)	(1,540,332)
Net Position-Beginning, as restated					440,761,096	282,113,019	722,874,115
Net Position-Ending					$ 483,859,557	$ 309,250,049	$ 793,109,606

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.

GOVERNMENTAL FUNDS BALANCE SHEET June 30, 2025	General Fund	Low Income Housing Special Revenue Fund	Other Governmental Funds	Total Governmental Funds
ASSETS				
Cash and investments in City Treasury (Note 3)	$ 71,366,661	$ 8,378,398	$ 153,587,377	$ 233,332,436
Cash and investments with Trustees (Note 3)	6,758,239	-	10,645,050	17,403,289
Accounts receivables, net	13,050,129	43,620	915,228	14,008,977
Lease receivables	429,408	-	-	429,408
Interest receivable	2,611,867	4,739,736	3,561,160	10,912,763
Advances to other funds (Note 4)	3,517,069	-	-	3,517,069
Prepaids and deposits	8,000	3,000	-	11,000
Notes receivable (Note 5)	-	33,724,300	9,134,780	42,859,080
Land held for redevelopment (Note 1)	1,704,483	2,401,319	-	4,105,802
Total Assets	$ 99,445,856	$ 49,290,373	$ 177,843,595	$ 326,579,824
LIABILITIES				
Accounts payable and other accrued liabilities	$ 8,228,620	$ 136,878	$ 6,452,009	$ 14,817,507
Accrued payroll and benefits	17,662	-	-	17,662
Deposit payable	787,658	7,537	2,140,536	2,935,731
Advance from other funds (Note 4)	-	-	3,517,069	3,517,069
Unearned rents and revenue	2,982,519	-	2,018,261	5,000,780
Total Liabilities	12,016,459	144,415	14,127,875	26,288,749
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	-	4,739,736	3,561,160	8,300,896
Deferred inflows of resources - leases	385,821	-	-	385,821
Total deferred inflows of resources	385,821	4,739,736	3,561,160	8,686,717
FUND BALANCES (Note 10)				
Nonspendable	5,273,139	3,000	-	5,276,139
Restricted	6,758,239	44,403,222	160,154,560	211,316,021
Committed	17,364,162	-	-	17,364,162
Assigned	31,037,869	-	-	31,037,869
Unassigned	26,610,167	-	-	26,610,167
Total fund balances	87,043,576	44,406,222	160,154,560	291,604,358
Total Liabilities, deferred inflows of resources, and fund balances	$ 99,445,856	$ 49,290,373	$ 177,843,595	$ 326,579,824

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION JUNE 30, 2025

Amounts reported for governmental activities in the statement of net position are different because:	
Amount reported in the Governmental Balance Sheet as Fund Balance	$ 291,604,358
CAPITAL ASSETS	
Capital assets used in Governmental Activities are not current assets or financial resources and therefore are not reported in the Governmental Funds.	392,860,746
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.	1,360,188
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	32,054,951
Accounts receivable	154,733
Inventory	528,821
Internal balances	(2,240,339)
Prepaids, deposits and supplies	227,650
Capital assets	22,197,236
Deferred pension outflows	1,603,059
Deferred outflow of resources related to OPEB	216,541
Accounts payable and other accruals	(1,041,034)
Interest payable	(1,847)
Claims payable	(9,732,641)
Subscription liability	(81,183)
Net pension liability	(8,238,141)
Net OPEB liabilities	(1,097,084)
Long term debt	(3,577,039)
Deferred inflow for resources related to OPEB	(98,217)
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.	8,300,896
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	(40,976,748)
Compensated absences	(5,689,990)
Long-term debt	(75,974,687)
Subscription liability	(1,227,480)
Interest payable	(800,265)
Net OPEB liabilities	(21,743,084)
Deferred outflow of resources related to OPEB	4,291,640
Deferred inflow of resources related to OPEB	(1,946,560)
Net pension liability	(128,148,639)
Deferred outflow of resources related to pension	32,110,128
Deferred inflow of resources related to pension	(1,036,412)
NET POSITION OF GOVERNMENTAL ACTIVITIES	$ 483,859,557

GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	General Fund	Low Income Housing Fund	Other Governmental Funds	Total Governmental Funds
REVENUES				
Property taxes and special assessments	$ 60,419,621	$ -	$ 4,808,048	$ 65,227,669
Sales Taxes	39,115,790	-	-	39,115,790
Other taxes	24,765,680	-	370,202	25,135,882
Licenses and permits	7,781,680	-	-	7,781,680
Intergovernmental	4,306,137	-	25,287,553	29,593,690
Fines and forfeitures	483,035	-	-	483,035
Charges for current services	6,250,800	386,505	20,643,762	27,281,067
Use of money and property	12,813,161	598,319	5,016,322	18,427,802
Contributions from outside sources	-	-	2,734,331	2,734,331
Miscellaneous	1,262,801	175,987	3,993,009	5,431,797
Total Revenues	157,198,705	1,160,811	62,853,227	221,212,743
EXPENDITURES				
Current:				
General Government:				
City Council	223,673	-	-	223,673
City Manager	5,302,677	-	-	5,302,677
City Attorney	2,660,944	-	-	2,660,944
Administrative Services	7,394,345	-	-	7,394,345
General Services	2,870,931	-	-	2,870,931
Fire	28,618,005	-	5,029	28,623,034
Police	48,030,349	-	1,315,352	49,345,701
Public Works	9,280,768	-	12,087,361	21,368,129
Community Development	19,703,075	1,039,564	1,720,756	22,463,395
Economic Development	3,722,065	-	9,175	3,731,240
Library	7,578,813	-	164,357	7,743,170
Capital Outlay:				
Capital projects	822,376	-	26,079,715	26,902,091
Debt service:				
Principal	785,260	-	3,872,552	4,657,812
Interest and fiscal charges	18,360	-	3,211,147	3,229,507
Total Expenditures	137,011,641	1,039,564	48,465,444	186,516,649
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	20,187,064	121,247	14,387,783	34,696,094
OTHER FINANCING SOURCES (USES)				
Transfers in (Note 4)	526,133	-	7,788,069	8,314,202
Transfers (out) (Note 4)	(25,717,365)	-	(1,054,935)	(26,772,300)
Total Other Financing Sources (Uses)	(25,191,232)	-	6,733,134	(18,458,098)
Net Change in Fund Balance	(5,004,168)	121,247	21,120,917	16,237,996
FUND BALANCES- BEGINNING	92,047,744	44,284,975	139,033,643	275,366,362
FUND BALANCES- ENDING	$ 87,043,576	$ 44,406,222	$ 160,154,560	$ 291,604,358

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, 2025

Amounts reported for governmental activities in the statement of activities are different because:	
NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	$ 16,237,996
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	26,902,091
Loss on sale of property added back to fund balance	(2,504)
Depreciation expense is deducted from the fund balance	
(Depreciation expense is net of internal service fund depreciation of $2,342,654 which has already been allocated to internal service funds.)	(13,057,580)
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	3,872,552
Payment of principal on Subscription-based IT arrangements	785,260
Amortization of premium on long-term debt	584,174
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	698,402
Interest payable	53,010
Unavailable revenue	1,921,847
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	(13,567,241)
Deferred inflow of resources related to pension	1,835,124
Change in net pension liability	5,850,651
Deferred outflow of resources related to OPEB	(286,766)
Deferred inflow of resources related to OPEB	2,254,478
Change in net OPEB liability	2,615,237
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	10,631,001
Change in Net Position of Internal Service Funds reported with Business-Type Activities	(4,620,578)
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	$ 43,098,461

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 FY 2024-25.

Airport Fund

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

Stormwater Fund

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

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.

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.

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, 2025

	Airport	Stormwater	Sewer	Water	Totals	Governmental Activities-Internal Service Funds
ASSETS						
Current Assets:						
Cash and investments in City Treasury (Note 3)	$ 10,667,637	$ 13,377,697	$ 81,136,929	$ 40,205,218	$ 145,387,481	$ 32,054,951
Accounts receivables (net of allowable for uncollectibles)	189,051	2,680,364	853,832	2,575,901	6,299,148	154,733
Lease receivables	10,936,088	-	-	157,452	11,093,540	-
Interest receivables	31,286	-	-	362	31,648	-
Inventory	-	-	-	-	-	528,821
Prepaids, deposits and supplies	-	4,539	31,775	9,079	45,393	227,650
Total current assets	21,824,062	16,062,600	82,022,536	42,948,012	162,857,210	32,966,155
Noncurrent Assets:						
Investment in JPA-LAVWMA (Note 14)	-	-	25,813,755	-	25,813,755	-
Land and construction in progress (Note 7)	13,096,469	2,929,024	38,325,729	1,049,804	55,401,026	69,044
Capital assets, net of accumulated depreciation (Note 7)	7,517,492	17,624,045	56,171,973	28,538,819	109,852,329	21,989,393
Right-to-use subscription IT assets, net of accumulated amortization (Note 7)	-	19,908	212,352	46,452	278,712	138,799
Total noncurrent assets	20,613,961	20,572,977	120,523,809	29,635,075	191,345,822	22,197,236
Total assets	42,438,023	36,635,577	202,546,345	72,583,087	354,203,032	55,163,391
DEFERRED OUTFLOWS OF RESOURCES						
Related to pension (Note 11)	372,564	312,634	2,480,997	992,055	4,158,250	1,603,059
Related to OPEB (Note 12)	96,278	18,732	477,261	129,397	721,668	216,541
Total deferred outflows of resources	468,842	331,366	2,958,258	1,121,452	4,879,918	1,819,600
LIABILITIES						
Current Liabilities:						
Accounts payable and other accruals	111,129	897,176	5,635,134	2,445,450	9,088,889	1,041,034
Interest payable	30,374	193	2,057	18,843	51,467	1,847
Accrued compensated absences (Note 8)	37,914	18,612	154,227	65,621	276,374	-
Claims payable (Note 15)	-	-	-	-	-	2,936,113
Deposit payable	241,435	-	-	93,258	334,693	-
Long-term debt (Note 8):						
Due within one year	267,571	-	-	323,772	591,343	989,284
Total current liabilities	688,423	915,981	5,791,418	2,946,944	10,342,766	4,968,278
Noncurrent Liabilities:						
Accrued compensated absences (Note 8)	81,132	30,332	276,250	118,223	505,937	-
Claims payable (Note 15)	-	-	-	-	-	6,796,528
Subscription liability	-	20,353	217,096	47,490	284,939	81,183
Long-term debt (Note 8):	-					
Due in more than one year	3,413,593	-	-	1,796,893	5,210,486	2,587,755
Net pension liability (Note 11)	1,914,610	1,606,629	12,749,884	5,098,185	21,369,308	8,238,141
Net OPEB liabilities (Note 12)	487,779	94,905	2,417,985	655,577	3,656,246	1,097,084
Total non-current liabilities	5,897,114	1,752,219	15,661,215	7,716,368	31,026,916	18,800,691
Total liabilities	6,585,537	2,668,200	21,452,633	10,663,312	41,369,682	23,768,969
DEFERRED INFLOWS OF RESOURCES						
Related to OPEB (Note 12)	43,669	8,496	216,471	58,691	327,327	98,217
Related to leases (Note 6)	10,236,804	-	-	139,427	10,376,231	-
Total deferred inflows of resources	10,280,473	8,496	216,471	198,118	10,703,558	98,217
NET POSITION (Note 10)						
Net investment in capital assets	16,932,797	20,572,977	94,492,958	27,466,920	159,445,299	18,620,197
Unrestricted	9,108,058	13,717,270	89,342,541	35,376,189	147,564,411	14,495,608
Total net position	$ 26,040,855	$ 34,290,247	$ 183,835,499	$ 62,843,109	$ 307,009,710	$ 33,115,805
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.					2,240,339	
Net position business-type activities					$ 309,250,049	

PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2025

	Airport	Stormwater	Sewer	Water	Totals	Governmental Activities- Internal Service Funds
OPERATING REVENUES						
Charges for services	$ 3,398,873	$ 1,158,677	$ 32,609,661	$ -	$ 37,167,211	$ 22,175,264
Sales	395,449	-	-	20,079,859	20,475,308	-
Miscellaneous	110,587	403	149,803	17,031	277,824	144,666
Total Operating Revenues	3,904,909	1,159,080	32,759,464	20,096,890	57,920,343	22,319,930
OPERATING EXPENSES						
Cost of sales, salaries and benefits	2,179,155	2,241,754	12,018,248	17,098,904	33,538,061	5,869,720
Contracted services	197,247	612,853	8,054,162	245,368	9,109,630	4,769,327
Insurance premiums	98,834	88,160	770,691	598,611	1,556,296	5,362,530
Materials, supplies and other	92,294	51,828	1,600,526	172,266	1,916,914	1,060,740
Utilities	274,313	7,757	1,475,537	459,874	2,217,481	1,218,975
Depreciation and amortization	332,673	1,826,663	4,154,458	1,718,120	8,031,914	2,342,654
Repairs and maintenance	215,179	1,111,929	1,512,227	2,039,546	4,878,881	2,174,514
Total Operating Expenses	3,389,695	5,940,944	29,585,849	22,332,689	61,249,177	22,798,460
Operating Income (Loss)	515,214	(4,781,864)	3,173,615	(2,235,799)	(3,328,834)	(478,530)
NONOPERATING REVENUES (EXPENSES)						
Investment income	938,299	504,811	4,580,932	2,399,411	8,423,453	-
Interest and fiscal charges (expense)	(88,145)	(642)	(6,852)	(30,840)	(126,479)	(109,414)
Change of value from investment in JPA - LAVWMA	-	-	532,134	-	532,134	-
Other nonoperating revenues	435,320	-	750	34,015	470,085	-
Gain (loss) on disposal of surplus property	-	-	-	-	-	124,423
Net Nonoperating Revenues (Expenses)	1,285,474	504,169	5,106,964	2,402,586	9,299,193	15,009
Income (Loss) Before Contributed Assets and Transfers	1,800,688	(4,277,695)	8,280,579	166,787	5,970,359	(463,521)
Capital contributions	-	1,679,034	5,868,851	1,634,632	9,182,517	-
Transfers in (Note 4)	11,884	7,351,692	-	-	7,363,576	11,094,522
Change in net position	1,812,572	4,753,031	14,149,430	1,801,419	22,516,452	10,631,001
Total net position -beginning, as previously reported	24,269,484	29,545,374	169,813,099	61,080,345	284,708,302	22,484,804
Adjustments (Note 19)	(41,201)	(8,158)	(127,030)	(38,655)	(215,044)	-
Total net position -beginning, as restated	24,228,283	29,537,216	169,686,069	61,041,690	284,493,258	22,484,804
Total net position-ending	$ 26,040,855	$ 34,290,247	$ 183,835,499	$ 62,843,109	$ 307,009,710	$ 33,115,805
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					4,620,578	
Net business-type activities reported on the Statement of Activities					$ 27,137,030	

PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2025

	Business-Type Activities-Enterprise Funds					Governmental Activities-Internal Service Funds
	Airport	Stormwater	Sewer	Water	Totals	
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from customers	$ 4,288,066	$ 1,170,465	$ 31,812,176	$ 19,936,606	$ 57,207,313	$ 22,362,618
Payments to suppliers	(490,870)	(499,183)	(11,132,639)	(16,547,393)	(28,670,085)	(10,131,327)
Payments to employees	(2,409,149)	(2,800,683)	(12,272,442)	(3,190,680)	(20,672,954)	(5,938,996)
Claims paid	(98,834)	(88,160)	(770,691)	(598,611)	(1,556,296)	(5,457,151)
Receipts from other sources	545,907	403	682,687	51,046	1,280,043	144,666
Net cash provided by (used for) operating activities	1,835,120	(2,217,158)	8,319,091	(349,032)	7,588,021	979,810
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Cash received from other funds	11,884	7,351,692	400,000	-	7,763,576	11,094,522
Net cash provided by noncapital financing activities	11,884	7,351,692	400,000	-	7,763,576	11,094,522
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Proceeds from sale of capital assets	-	-	-	-	-	124,423
Capital contributions	-	1,679,034	5,868,851	1,634,632	9,182,517	-
Capital asset acquisitions	(638,066)	(1,833,870)	(11,830,466)	(552,763)	(14,855,165)	(3,965,281)
Long term debt:						
Repayment of principal	(258,082)	-	-	(312,527)	(570,609)	(921,084)
Interest paid	(89,970)	(674)	(7,193)	(33,572)	(131,409)	(111,533)
Net cash provided by (used for) capital and related financing activities	(986,118)	(155,510)	(5,968,808)	735,770	(6,374,666)	(4,873,475)
CASH FLOWS FROM INVESTING ACTIVITIES						
Investment Income (losses)	938,299	504,811	4,048,798	2,399,411	7,891,319	-
Net cash provided by (used for) investing activities	938,299	504,811	4,048,798	2,399,411	7,891,319	-
Net increase (decrease) in cash and cash equivalents	1,799,185	5,483,835	6,799,081	2,786,149	16,868,250	7,200,857
Cash and investments at beginning of period	8,868,452	7,893,862	74,337,848	37,419,069	128,519,231	24,854,094
Cash and investments at end of period	10,667,637	13,377,697	81,136,929	40,205,218	145,387,481	32,054,951
Reconciliation of operating income (loss) to net cash provided by operating activities:						
Operating income (loss)	515,214	(4,781,864)	3,173,615	(2,235,799)	(3,328,834)	(478,530)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:						
Depreciation and amortization	332,673	1,826,663	4,154,458	1,718,120	8,031,914	2,342,654
Pension and OPEB Expense	(102,546)	111,166	(116,843)	132,679	24,456	277,554
Other nonoperating revenue	435,320	-	532,884	34,015	1,002,219	
Change in assets and liabilities:						
Accounts receivable	778,848	11,788	117,794	(143,165)	765,265	187,354
Inventories	-	-	-	-	-	(38,878)
Prepaids, deposits and supplies	-	(4,539)	2,486,978	(9,079)	2,473,360	(90,681)
Accounts payable and other accruals	(68,278)	653,197	(673,279)	240,344	151,984	(778,212)
Accrued payroll	(46,332)	(35,912)	(303,886)	(115,719)	(501,849)	(172,960)
Accrued compensated absences	(12,838)	5,720	(101,325)	36,667	(71,776)	-
Subscription liability	-	(3,377)	(36,026)	(7,880)	(47,283)	(173,870)
Deposits payable	3,059	-	(915,279)	785	(911,435)	-
Claims Payable	-	-	-	-	-	(94,621)
Net Cash provided by (Used for) operating activities	1,835,120	(2,217,158)	8,319,091	(349,032)	7,588,021	979,810
Non-cash transactions:						
Investment in LAVWMA JPA equity	$ -	$ -	$ 532,134	$ -	$ 532,134	$ -
Amortization of premium	(39,330)	-	-	(46,888)	(86,218)	-
						-

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, 2025

	Successor Agency to the Livermore Redevelopment Agency Private-Purpose Trust Fund	Custodial Funds
ASSETS		
Cash and investments in City Treasury (Note 3)	$ 4,184,416	$ 22,038,402
Cash and investments with Trustees (Note 3)	2,308	2,445,992
Accounts receivable	-	35,875
Total Assets	4,186,724	24,520,269
LIABILITIES		
Accrued liabilities	1,400	9,968,633
Accrued interest	183,945	-
Deposits payable	-	3,812,566
Long-term debt (Note 18):		
Due within one year	1,722,489	-
Due in more than one year	11,585,301	-
Total Liabilities	13,493,135	13,781,199
NET POSITION		
Restricted for other organizations and governments	$ (9,306,411)	$ 10,739,070

City of Livermore
Statement of Changes in Net Position – Fiduciary Funds
Year Ended June 30, 2025

FIDUCIARY FUNDS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED ON JUNE 30, 2025

	Successor Agency to the Redevelopment Agency Private-Purpose Trust Fund	Custodial Funds
ADDITIONS		
Property taxes and special assessment	$ 2,206,069	$ -
Investment income	121,506	-
Charges for services	-	57,491,654
Total Additions	2,327,575	57,491,654
DEDUCTIONS		
Administrative Fee	51,965	-
Recipient Payments	4,435	55,286,695
Debt service:		
Interest and fiscal charges	355,438	-
Total Deductions	411,838	55,286,695
Net Change in Net Position	1,915,737	2,204,959
NET POSITION		
Beginning of year	(11,222,148)	8,534,111
End of year	$ (9,306,411)	$ 10,739,070

See Notes to Financial Statements

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.

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

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.

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.

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 noncancellable leases of buildings, land and cell towers. 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 lease and subscription arrangements accounted for under GASB No. 87, *Leases* and GASB No. 96, *Subscriptions Based Information Technology Arrangements*. At the commencement of a subscription based information technology arrangement (SBITA) or lease arrangement, the City initially measures the liability at the present value of payments expected to be made during the term. Subsequently, the liability is reduced by the principal portion of payments made. The subscription or leased 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 City determines (1) the discount rate it uses to discount the expected payments to present value, (2) subscription term. 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 lease if certain changes occur that are expected to significantly affect the amount of the subscription.

Subscription and leased assets are reported with other capital assets and 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. 101

As of June 30, 2025, the District adopted GASB Statement No. 101, *Compensated Absences*. The provisions of this standard modernize the types of leave that are considered a compensated absence and provides guidance for a consistent recognition and measurement of the compensated absence liability. The effect of the implementation of this standard on beginning net position is disclosed 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, 2025, 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	$	410,774,868
Cash and investments with Trustees		17,403,289
Total City cash and investments		428,178,157
Cash and investments in Fiduciary Funds (Separate Statement)		
In City Treasury		26,222,818
With Trustees		2,448,300
Total Fiduciary cash and investments		28,671,118
Total cash and investments	$	456,849,275

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	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	$ 34,225,235	$ 43,379,034	$ 54,241,229	$ -	$ 131,845,498
California Local Agency Investment Fund	25,453,724	-	-	-	25,453,724
Money Market Fund	5,021,069	-	-	-	5,021,069
Supranational	-	2,894,490	16,391,922	-	19,286,412
U.S. Treasury Bond	-	5,401,814	55,402,677	-	60,804,491
Negotiable Certificates of Deposit	966,155	1,202,438	244,261	-	2,412,854
Commercial Paper	25,422,726	-	-	-	25,422,726
Corporate Notes	5,379,710	14,860,948	74,006,289	-	94,246,947
Mortgage-backed Security	2,820,833	3,998,123	40,519,722	-	47,338,678
Municipal Bonds	-	-	10,693,636	1,613,667	12,307,303
Mutual Funds-Stabilization	6,758,239	-	-	-	6,758,239
Total Investments	$ 106,047,691	$ 71,736,847	$ 251,499,736	$ 1,613,667	430,897,941
Cash Equivalent					25,951,334
Total Cash and Investments					$ 456,849,275

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, 2025 for each investment type as provided by Standard and Poor's investment rating service.

Investment Type	AAA	AA	A	Not Rated	Total
U.S. Agencies Bond	$ -	$ 126,010,933	$ -	$ 5,834,565	$ 131,845,498
California Local Agency Investment Fund	-	-	-	25,453,724	25,453,724
Money Market Fund	5,021,069	-	-	-	5,021,069
Supranational	-	19,286,412	-	-	19,286,412
U.S. Treasury Bond	-	60,804,491	-	-	60,804,491
Negotiable Certificates of Deposit	-	-	-	2,412,854	2,412,854
Commercial Paper	-	-	25,422,726	-	25,422,726
Corporate Notes	28,433,216	32,303,725	29,724,812	3,785,194	94,246,947
Mortgage-backed Security	-	47,338,678	-	-	47,338,678
Municipal Bonds	-	7,147,965	-	5,159,338	12,307,303
Mutual Funds-Stabilization	-	-	-	6,758,239	6,758,239
Total Investments	$ 33,454,285	$ 292,892,204	$ 55,147,538	$ 49,403,914	430,897,941
Cash Equivalent					25,951,334
Total Cash and Investments					$ 456,849,275

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 248 days. Money Market funds were available for withdrawal on demand at June 30, 2025 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, 2025:

Issuer	Type of Investments	Amount
Federal Home Loan Bank	U.S. Agency Securities	$ 54,103,006
Federal Farm Credit Bank	U.S. Agency Securities	31,816,625
Federal Home Loan Mortgage Corporation	U.S. Agency Securities	37,467,036

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, 2025:

	Fair Value Measurements Using Levels			
	Level 1	Level 2	Level 3	June 30, 2025
U.S. Agencies Bond	$ -	$131,845,498	$ -	$ 131,845,498
Supranational	-	19,286,412	-	19,286,412
U.S. Treasury Bond	-	60,804,491	-	60,804,491
Negotiable Certificates of Deposit	-	2,412,854	-	2,412,854
Commercial Paper	-	25,422,726	-	25,422,726
Corporate Notes	-	94,246,947	-	94,246,947
Mortgage-backed Security	-	47,338,679	-	47,338,679
Municipal Bonds	-	12,307,302	-	12,307,302
Mutual Funds-Stabilization	6,758,239	-	-	6,758,239
Total investments measured at fair value	$ 6,758,239	$ 393,664,909	$ -	400,423,148
Investments Measured at Amortized Cost:				
Money Market Mutual Funds				5,021,069
Investments Exempt from Fair Value Hierarchy:				
California Local Agency Investment Fund				25,453,724
Cash Equivalent				25,951,334
Total Cash and Investments				$ 456,849,275

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, 2025, the balance outstanding for these bonds is $1,613,667. 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, 2025.

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, 2025 are summarized below.

Fund Receiving Transfers	Fund Making Transfers	Amount Transferred	
General Fund	Non-Major Governmental Funds	$ 526,135	A
Airport Enterprise Fund	General Fund	11,884	A
Non-Major Governmental Funds	General Fund	6,453,260	B
Non-Major Governmental Funds	Non-Major Governmental Funds	528,800	B
Non-Major Governmental Funds	General Fund	806,007	C
Stormwater Enterprise Fund	General Fund	2,300,000	C
Stormwater Enterprise Fund	General Fund	5,051,692	D
Internal Service Funds	General Fund	4,172,522	D
Internal Service Funds	General Fund	6,922,000	E
Total Interfund Transfers		$ 26,772,300	

A - Administrative cost reimbursement
B - Debt service payments
C - Operating subsidy
D - Capital Improvement Plan Funding
E - Year-end surplus allocation

Advances to	Advances from*	Amount
Non-Major Governmental Funds	General Fund	3,517,069
Total		$ 3,517,069

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 $69,526 was made during FY 2024-25. The balance as of June 30, 2025 is $3,517,069.

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. The General Fund paid this loan off in FY 2024-25 utilizing a portion of the year-end surplus.

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, 2025, Notes Receivables balances are as follows:

	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	$ 211,149	$ 402,370	$ 1,685,536	$ -	$ 2,470,815
Subsidy Loan	129,113	-	-	-	-	129,113
Acquisition, Predevelopment & Development Loans	6,697,750	33,513,151	-	-	-	40,210,901
Other Loans	-		-	-	48,251	48,251
Totals	$ 6,998,623	$ 33,724,300	$ 402,370	$ 1,685,536	$ 48,251	$ 42,859,080

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, 2025, is $129,113.

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, 2025 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, 2025 are $33,513,151.

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, 2025 is $48,251.

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, 2025, the City recognized $752,465 and $407,047 in lease revenue and interest revenue, respectively, pursuant to these contracts. As of June 30, 2025, the City has a receivable for lease payments of $11,522,948, and a balance of deferred inflow of resources of $10,762,052. 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, 2025 comprises the following:

	Balance June 30, 2024	Additions	Retirements and adjustments	Transfers/ Reclassification	Balance at June 30, 2025
Governmental Activities					
Governmental Fund Capital Assets					
Capital assets not being depreciated:					
Land	$ 43,845,981	$ 6,948,840	$ -	$ -	$ 50,794,821
Intangible asset - easement	4,542,933	-	-	-	4,542,933
Construction in progress	57,245,306	19,953,251	(1,112)	(11,743,440)	65,454,005
Subtotal	105,634,220	26,902,091	(1,112)	(11,743,440)	120,791,759
Capital assets being depreciated, cost:					
Machinery and equipment	12,123,518	-	(5,339)	66,528	12,184,707
Library books	2,062,340	-	-	-	2,062,340
Licensed vehicles	289,991	-	-	-	289,991
Infrastructure	379,439,223	-	-	11,213,187	390,652,410
Buildings	153,960,763	-	-	463,725	154,424,488
Subtotal	547,875,835	-	(5,339)	11,743,440	559,613,936
Accumulated Depreciation:					
Machinery and equipment	(9,827,753)	(340,748)	3,947	-	(10,164,554)
Library books	(2,062,340)	-	-	-	(2,062,340)
Licensed vehicles	(246,545)	(23,030)	-	-	(269,575)
Infrastructure	(211,720,325)	(8,836,977)	-	-	(220,557,302)
Buildings	(51,356,060)	(3,135,118)	-	-	(54,491,178)
Subtotal	(275,213,023)	(12,335,873)	3,947	-	(287,544,949)
Net Governmental Funds capital assets being depreciated	272,662,812	(12,335,873)	(1,392)	11,743,440	272,068,987
Right-to-use subscription IT assets being amortized					
Right-to-use subscription IT assets	3,399,931	-	-	-	3,399,931
Accumulated amortization	(1,318,036)	(721,707)	-	-	(2,039,743)
Net right-to-use subscription IT assets	2,081,895	(721,707)	-	-	1,360,188
Total Governmental Funds capital assets	$ 380,378,927	$ 13,844,511	$ (2,504)	$ -	$ 394,220,934

	Balance at June 30, 2024	Additions	Retirements and Adjustments	Transfers/ Reclassification	Balance at June 30, 2025
Internal Service Fund Capital Assets					
Capital assets not being depreciated:					
Construction in progress	$ 4,171,713	$ 208,903	$ -	$ (4,311,572)	$ 69,044
Subtotal	4,171,713	208,903	-	(4,311,572)	69,044
Capital assets being depreciated, cost:					
Machinery and equipment	4,196,415	342,500	(274,394)	-	4,264,521
Infrastructure	12,406,587	-	-	-	12,406,587
Buildings	359,934	-	-	4,007,798	4,367,732
Licensed vehicles	19,284,828	3,429,889	(401,878)	303,774	22,616,613
Subtotal	36,247,764	3,772,389	(676,272)	4,311,572	43,655,453
Accumulated Depreciation:					
Machinery and equipment	(3,206,922)	(187,616)	274,394	-	(3,120,144)
Infrastructure	(4,350,957)	(407,424)	-	-	(4,758,381)
Buildings	-	(54,523)	-	-	(54,523)
Licensed vehicles	(12,576,987)	(1,541,892)	385,867	-	(13,733,012)
Subtotal	(20,134,866)	(2,191,455)	660,261	-	(21,666,060)
Net Internal Service Fund capital assets being depreciated	16,112,898	1,580,934	(16,011)	4,311,572	21,989,393
Right-to-use subscription IT assets being amortized					
Right-to-use subscription IT assets	592,396	-	-	-	592,396
Accumulated amortization	(302,398)	(151,199)	-	-	(453,597)
Net right-to-use subscription IT assets	289,998	(151,199)	-	-	138,799
Total Internal Service Funds	20,574,609	1,638,638	(16,011)	-	22,197,236
Governmental activity capital assets, net	$ 400,953,536	$ 15,483,149	$ (18,515)	$ -	$ 416,418,170

	Balance June 30, 2024	Additions	Retirements and adjustments	Transfers/ Reclassification	Balance at June 30, 2025
Business-type activities					
Capital assets not being depreciated:					
Land	$ 13,380,924	$ -	$ -	$ -	$ 13,380,924
Land improvements	634,433	-	-	-	634,433
Construction in progress	27,594,923	14,147,047	-	(356,301)	41,385,669
Subtotal	41,610,280	14,147,047	-	(356,301)	55,401,026
Capital assets being depreciated:					
Machinery and equipment	13,175,651	30,650	-	25,019	13,231,320
Licensed Vehicles	709,592	-	(126,336)	-	583,256
Airport infrastructure	11,990,733	-	-	-	11,990,733
Water infrastructure	60,827,002	-	(1)	-	60,827,001
Sewer infrastructure	143,329,877	-	-	206,850	143,536,727
Storm infrastructure	112,583,142	-	-	124,432	112,707,574
Buildings	23,017,440	-	3	-	23,017,443
Subtotal	365,633,437	30,650	(126,334)	356,301	365,894,054
Accumulated Depreciation:					
Machinery and equipment	(2,495,979)	(819,245)	-	-	(3,315,224)
Licensed Vehicles	(348,223)	(36,679)	126,336	-	(258,566)
Airport infrastructure	(10,508,632)	(78,682)	-	-	(10,587,314)
Water infrastructure	(31,911,171)	(1,640,201)	-	-	(33,551,372)
Sewer infrastructure	(97,499,481)	(3,130,518)	-	-	(100,629,999)
Storm Drain infrastructure	(93,262,633)	(1,821,974)	-	-	(95,084,607)
Buildings	(12,159,213)	(455,430)	-	-	(12,614,643)
Subtotal	(248,185,332)	(7,982,729)	126,336	-	(256,041,725)
Net capital assets being depreciated	117,448,105	(7,952,079)	2	356,301	109,852,329
Right-to-use subscription IT assets being amortized					
Right-to-use subscription IT assets	426,266	-	-	-	426,266
Accumulated amortization	(98,369)	(49,185)	-	-	(147,554)
Net right-to-use subscription IT assets	327,897	(49,185)	-	-	278,712
Business-type activity capital assets, net	$ 159,386,282	$ 6,145,783	$ 2	$ -	$ 165,532,067

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	$ 1,713,569	$ -
Fire	326,897	-
Police	1,322,909	-
Public Works	9,404,050	-
Community Development	1,836,461	-
Library	796,348	-
Airport	-	332,673
Water	-	1,718,120
Sewer	-	4,154,458
Storm Water	-	1,826,663
Total Depreciation Expense	$ 15,400,234	$ 8,031,914

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, 2024	(Retirements)	Balance at June 30, 2025	Current Portion
Governmental Activities				
Certificates of Participation:				
2020A, 4%, 2042	$ 6,850,000	$ (260,000)	$ 6,590,000	$ 290,000
Unamortized Premium	1,156,593	(64,255)	1,092,338	64,255
2020B, 4%, 2030	27,630,090	(2,826,794)	24,803,296	2,943,740
Unamortized Premium	4,428,991	(519,919)	3,909,072	519,919
2022, 5%, 2052	39,550,000	(695,000)	38,855,000	730,000
Unamortized Premium	465,691	(16,632)	449,059	16,632
Housing & Urban Development Loan, varies, 2030 *	366,680	(90,758)	275,922	90,758
Internal Service Funds:				
Financed Purchase:				
Banc of America Equipment Purchase Loan	4,498,123	(921,084)	3,577,039	989,284
Total governmental activities debt	$ 84,946,168	$ (5,394,442)	$ 79,551,726	$ 5,644,588
Business-type Activities				
Airport				
Certificates of Participation:				
2020B, 4%, 2030	$ 3,219,941	$ (182,567)	$ 3,037,374	189,377
Unamortized Premium	543,013	(39,330)	503,683	39,330
Financed Purchase:				
Banc of America Equipment Purchase Loan	176,292	(36,185)	140,107	38,864
Water				
Certificates of Participation:				
2020B, 4%, 2030	2,104,971	(265,640)	1,839,331	276,884
Unamortized Premium	328,221	(46,887)	281,334	46,888
Total business-type activities debt	$ 6,372,438	$ (570,609)	$ 5,801,829	$ 591,343

** 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, 2025, the outstanding loan balance was $70,000.

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, 2025, the outstanding loan balance was $205,922. 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.

	Governmental Activities		Business-type Activities	
For the Year Ending June 30	Principal	Interest	Principal	Interest
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	4,688,654	2,326,201	547,104	104,691
2031-2035	12,521,661	9,563,191	1,195,470	317,368
2036-2040	11,561,894	7,175,969	938,106	138,981
2041-2045	9,754,844	4,838,522	210,157	4,203
2046-2050	10,185,000	2,700,413	-	-
2051-2052	4,805,000	354,169	-	-
Total	$ 74,101,257	$ 38,263,142	$ 5,016,813	$ 1,197,073
Premium, net of amortization	5,450,469		785,016	
	$ 79,551,726		$ 5,801,829	

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, 2025. Software subscriptions accrued provide the City with remote desktops capabilities, and enterprise application functionality. The remaining liability for these subscriptions is $1,593,602 as of June 30, 2025, respectively. Right to use assets, net of amortization, for these subscriptions is $1,777,699 as of June 30, 2025. Interest expense recognized on these subscriptions was $71,558 for the fiscal year ended June 30, 2025. Principal payments of $1,006,413 were recognized in the year ended June 30, 2025. Final payment on these subscription arrangements is expected in fiscal year 2033.

	Balance at June 30, 2024	Additions (Retirements)	Balance at June 30, 2025	Current Portion
Governmental Activities				
Governmental Fund Capital Assets				
Subscriptions payable	$ 2,012,740	$ (785,260)	$ 1,227,480	$ 695,375
Internal Service Fund Capital Assets				
Subscriptions payable	255,053	(173,870)	81,183	81,184
Total governmental activities	$ 2,267,793	$ (959,130)	$ 1,308,663	$ 776,559
Business-type Activities				
Water				
Subscriptions payable	$ 55,370	$ (7,880)	$ 47,490	$ 8,388
Sewer				
Subscriptions payable	253,122	(36,026)	217,096	38,346
Stormwater				
Subscriptions payable	23,730	(3,377)	20,353	3,595
Total business-type activities	$ 332,222	$ (47,283)	$ 284,939	$ 50,329

The City's schedule of future payments for the next five years 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
2026	$ 776,559	$ 36,528	$ 50,329	$ 8,098
2027	282,020	16,086	53,514	6,667
2028	78,492	7,107	56,839	5,147
2029	83,290	4,877	60,313	3,532
2030	88,302	2,510	63,944	1,818
Total	$ 1,308,663	$ 67,108	$ 284,939	$ 25,262

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. A liability is recognized for compensated absences for leave attributable to services already rendered that accumulates and is more likely than not to be used for time off or otherwise paid or settled, and for leave used but not yet paid or settled. The liability is measured using pay rates in effect at year end, including salary-related payments that are directly and incrementally associated with payments for leave, as applicable. As of June 30, 2025, the City adopted GASB Statement No. 101, *Compensated Absences*. The effect of the implementation of this standard on beginning net position is disclosed in Note 19.

The change in compensated absences for the fiscal year 2025 was as follows:

	Governmental Activities	Business Type Activities	Total
Beginning balance, as restated	$ 6,388,392	$ 854,088	$ 7,242,480
Net change	(698,404)	(71,771)	(770,175)
Ending balance	$ 5,689,988	$ 782,317	$ 6,472,305
Current portion	$ 1,805,052	$ 276,374	$ 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, 2025 is as follows:

District	Balance at June 30, 2024	Additions (Retirements)	Balance at June 30, 2025	Current Portion
Community Facilities District No. 2009-1 (El Charro)				
2015 Refunding Special Tax Note	$ 15,839,502	$ (542,906)	$ 15,296,596	$ 572,164
2016 Special Tax Bonds	4,104,500	(113,466)	3,991,034	117,891
Unamortized Discount	(1,230,864)	34,026	(1,196,838)	(35,353)
2017 Special Tax Note	2,319,997	(133,074)	2,186,923	139,395
Community Facilities District No. 1999-1 (Tri-Valley Technology Park)				
Special Tax Bonds Series 2015	8,250,000	(1,065,000)	7,185,000	1,100,000
Unamortized Discount	(42,233)	6,849	(35,384)	(6,849)
Community Facilites District No. 2016-2 (Shea Properties)				
Special Tax Refunding Bonds, Series 2016	7,800,000	(385,000)	7,415,000	415,000
Unamortized Discount	(247,719)	13,402	(234,317)	(13,488)
Assessment District 2016-2 (Pleasant View)				
Improverment Bonds, Series 2018	860,000	(25,000)	835,000	25,000
Assessment District 2021-1 (Trevarno Road)				
Improverment Bonds, Series 2022	794,667	(16,000)	778,667	16,889
Total	$ 38,447,850	$ (2,226,169)	$ 36,221,681	$ 2,330,649

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	$ 120,860,803	$ 55,401,026	$ 176,261,829
Capital assets, net of accumulated depreciation	294,058,380	109,852,329	403,910,709
Right-to-use subscription IT assets, net of accumulated amortization	1,498,987	278,712	1,777,699
Total Net Assets:	**416,418,170**	**165,532,067**	**581,950,237**
Less Debt Related to Assets:			
Long-term debt (current portion)	(6,421,147)	(541,014)	(6,962,161)
Long-term debt (due in more than one year)	(74,439,242)	(5,545,754)	(79,984,996)
Total Debt Related to Assets:	**(80,860,389)**	**(6,086,768)**	**(86,947,157)**
Unspent Debt Proceeds	**7,209,080**	**-**	**7,209,080**
Net Investments in Capital Assets	**$ 342,766,861**	**$ 159,445,299**	**$ 502,212,160**

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.

Stabilization arrangements were adopted by Council resolution to establish and maintain a revenue stabilization reserve ("rainy day fund") in the General Fund. The stabilization reserve is reported in the General Fund committed fund balance. Expenditure of the amounts in the revenue stabilization reserve may occur only when specific circumstances exist. The adopted resolution directs that these resources may be used to mitigate actual revenue shortfalls in the event of a declaration of a public emergency. These circumstances are not expected to occur routinely.

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, 2025 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	$ 8,000	$ 3,000	$ -	$ 11,000
Leases	43,587	-	-	43,587
Advances and notes receivable	3,517,069	-	-	3,517,069
Land held for redevelopment	1,704,483	-	-	1,704,483
Total Nonspendable Fund Balances	5,273,139	3,000	-	5,276,139
Restricted for:				
Alameda County Transportation programs	-	-	13,159,783	13,159,783
Gas tax program	-	-	14,215,490	14,215,490
Grant Programs	-	-	11,756,127	11,756,127
Host Community Impact program	-	-	1,317,255	1,317,255
Housing and human services programs	-	44,403,222	10,840,933	55,244,155
Maintenance Program	-	-	15,935,827	15,935,827
Capital improvements programs	-	-	69,239,246	69,239,246
Park program	-	-	11,833,166	11,833,166
PEG program	-	-	1,807,193	1,807,193
Art programs	-	-	9,198,364	9,198,364
Solid waste and recycling program	-	-	350,572	350,572
Street sweeping program	-	-	500,604	500,604
Pension 115 Trust	6,758,239	-	-	6,758,239
Total Restricted Fund Balances	6,758,239	44,403,222	160,154,560	211,316,021
Committed for:				
Financial stabilization arrangement	15,381,074	-	-	15,381,074
Encumbrances	1,983,088	-	-	1,983,088
Total Committed Fund Balance	17,364,162	-	-	17,364,162
Assigned for:				
Capital improvements programs	2,851,107	-	-	2,851,107
CIP Reserves	28,186,762	-	-	28,186,762
Total Assigned Fund Balances	31,037,869	-	-	31,037,869
Unassigned:				
Economic Uncertainty Reserve	19,925,382			19,925,382
General Fund and other funds	6,684,785	-	-	6,684,785
Total Unassigned Fund Balances	26,610,167	-	-	26,610,167
Total Fund Balances	$ 87,043,576	$ 44,406,222	$ 160,154,560	$ 291,604,358

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 Restricted Pension 115 Trust Reserve and the Committed General Fund Financial Stabilization Operating Reserve combine to meet the 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 Unassigned 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, 2025, 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	$ (99,199,157)	$ 19,303,143	$ -	$ 3,385,195
Safety Plan	(58,556,931)	18,568,294	(1,036,412)	4,401,586
Total	$ (157,756,088)	$ 37,871,437	$ (1,036,412)	$ 7,786,781

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, 2025, 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)	12.370%	27.320%
Employer payment of unfunded liability	$ 8,586,023 [4]	$ 4,482,608
Employees hired December 31, 2012	**Tier 2**	**Tier 2**
Monthly benefits, as a % of annual salary	2% at 60	3% at 55 [3]
Required member (employee) contribution rates	7.00%	9.00%
Required employer contribution rates (Normal cost)	12.370%	23.000%
Employer payment of unfunded liability	$ -	$ 27,694
Employees hired after December 31, 2012	**Tier 3**	**Tier 3**
Monthly benefits, as a % of annual salary	2% at 62	2.7% at 57 [3]
Required member (employee) contribution rates:	7.50%	13.75%
Required employer contribution rates (Normal cost)	12.370%	13.760%
Employer payment of unfunded liability	$ -	$ 25,777

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, 2025, 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	540
Inactive employees entitled to but not yet receiving benefits	294
Active employees	303
Total	1,137

[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, 2025, the contributions recognized as part of pension expense for the Plans were as follows:

	Miscellaneous[1]	Safety Police[1]	Total
Contributions - employer	$ 12,927,306	$ 7,783,173	$ 20,710,479

[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, 2025 actuarial valuations were determined using the following actuarial assumptions:

	All Plans (1)
Valuation Date	June 30, 2023
Measurement Date	June 30, 2024
Actuarial Cost Method	Entry-Age Normal Cost
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.300%
Payroll Growth	2.800%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	6.80%
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, 2023 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, 2023 [2]	$ 370,502,158	$ 265,920,679	$ 104,581,479
Changes in the year:			
Service cost	6,370,619	-	6,370,619
Interest on the total pension liability	25,329,298	-	25,329,298
Changes of Assumptions	-	-	-
Difference between expected and actual experience	2,806,006	-	2,806,006
Net plan to plan resource movement	-	-	-
Contribution - employer	-	11,614,520	(11,614,520)
Contribution - employee (paid by employer)	-	-	-
Contribution - employees	-	2,842,955	(2,842,955)
Net investment income	-	25,647,150	(25,647,150)
Benefit payments, including refunds of employee contributions	(18,804,375)	(18,804,375)	-
Administrative expenses	-	(216,380)	216,380
Net changes	15,701,548	21,083,870	(5,382,322)
Balance at June 30, 2024 [2]	$ 386,203,706	$ 287,004,549	$ 99,199,157

[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, 2025, 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	$ (58,556,931)

[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, 2024, 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, 2023 rolled forward to June 30, 2024 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, 2023 and 2024 was as follows:

	Safety Police
Proportion - June 30, 2023	0.79476%
Proportion - June 30, 2024	0.80316%
Change - Increase (Decrease)	0.00840%

[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]	$148,086,064	99,199,157	$58,528,893
Police Safety Plan[1]	88,366,903	58,556,931	34,176,564

[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, 2025, the City recognized pension expense of $3,385,195 for the Miscellaneous Plan and $4,401,586 for the Police Safety Plan for a total pension expense of $7,786,781.

At June 30, 2025, 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	$ 2,480,353	$ -	$ 4,778,766	$ (155,378)	$ 7,259,119	$ (155,378)
Changes in assumptions	-	-	1,442,722	-	1,442,722	-
Net differences between projected and actual earnings on plan investments	3,895,485	-	2,830,375	-	6,725,860	-
Change in proportion and differences between actual contributions and proportionate share of contributions	-	-	1,733,257	(881,034)	1,733,257	(881,034)
Total	$ 6,375,838	$ -	$ 10,785,120	$ (1,036,412)	$ 17,160,958	$ (1,036,412)

Pension contributions subsequent to measurement date	Deferred Outflows of Resources	Deferred Inflows of Resources	Total
Miscellaneous Plan[1]	$ 12,927,306	$ -	$ 12,927,306
Safety Police Plan[1]	7,783,173	-	7,783,173
Total	$ 20,710,479	$ -	$ 20,710,479

[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, 2026. 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
2026	$ 1,555,721	$ 3,801,585	$ 5,357,306
2027	7,479,508	6,832,026	14,311,534
2028	(1,166,333)	83,523	(1,082,810)
2029	(1,493,059)	(968,426)	(2,461,485)
	$ 6,375,837	$ 9,748,708	$ 16,124,545

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 %		PERS Service / Reimb %		PERS Service / Reimb %
	10 / 75%		10 / 70%	15 / 75%	
	15 / 80%		15 / 80%	20 / 85%	
	20 / 90%		20 / 90%	25+ / 100%	
	25+ / 100%		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 $4,305,655 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 June 30, 2024
Plan Type	Agent Multiple Employer
OPEB Trust	Yes
Special Funding Situation	No
Nonemployer Contributing Entity	No

Plan Membership

As of June 30, 2024, the most recent valuation date, membership in the plan consisted of the following:

	Number of Covered Employees
Retirees and beneficiaries receivng benefits	325
Terminated plan members entitled to but not yet receiving benefits	56
Active plan members	118
	499

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, 2025. 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, 2025, the City's average contribution rate was 24% of covered-employee payroll. Plan members are not required to contribute to the plan.

For the year ended June 30, 2025, the City contributed $4,305,655 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, 2025.

Asset Class Component:	Target Allocation	Expected Real Rate of Return
Global Equity	60.00%	
Fixed Income	35.00%	
Cash	5.00%	
Assumed Long Term Rate of Inflation		2.50%
Discount Rate		6.00%

Changes in Net OPEB Liability

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

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability/(Asset)
Balance at June 30, 2024 [1]	$ 74,526,222	$ 44,231,786	$ 30,294,436
Changes in the year:			
Service cost	713,709	-	713,709
Interest on the total OPEB liability	4,564,806	-	4,564,806
Investment Experience	(1,534,307)		(1,534,307)
Changes of assumptions	2,065,836	-	2,065,836
Contribution - employer	-	4,406,083	(4,406,083)
Net investment income	-	5,281,596	(5,281,596)
Benefit payments, including refunds of employee contributions	(4,406,083)	(4,406,083)	-
Administrative expenses	-	(79,613)	79,613
Net changes	1,403,961	5,201,983	(3,798,022)
Balance at June 30, 2025 [1]	$ 75,930,183	$ 49,433,769	$ 26,496,414

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, 2025 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2024, based on the following actuarial methods and assumptions:

Measurement Date	June 30, 2024
Valuation Date	June 30, 2024
Funding Policy	City Contributes full ADC
	PARS portfolio: Capital Appreciation
Medical Trend	Non-Medicare - 7.90% for 2026, decreasing to 3.45% in 2076
	Medicare (Non-Kaiser) - 6.90% for 2026, decreasing to an ultimate rate of 3.45% in 2076
	Medicare (Kaiser) - 5.65% for 2026, 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	6.00%
Salary Increase	Aggregate: 2.75% annually
	Merit- CalPERS 2000-2019 Experience Study
Inflation	2.50%
Investment Rate of Return	6.00%
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 6.00%. 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, 2025, calculated using the discount rate of 6.00%, 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
	5.00%	6.00%	7.00%
Net OPEB Liability	$ 35,782,389	$ 26,496,414	$ 18,738,026

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	$ 22,455,461	$ 26,496,414	$ 30,232,128

OPEB Expenses and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended June 30, 2025, the City recognized OPEB credit of $1,879,192. As of fiscal year, ended June 30, 2025, 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	$ -	$ (1,156,899)
Changes in assumptions	924,194	-
Net differences between projected and actual earnings on plan investments*	-	(1,215,205)
Employer contribution made subsequent to the measurement date	4,305,655	-
Total	$ 5,229,849	$ (2,372,104)

* Deferred Inflows and Outflows combined for footnote disclosure.

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
2026	$ (960,141)
2027	857,774
2028	(843,210)
2029	(502,333)
	$ (1,447,910)

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, 2025. 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 $25,813,755 as of June 30, 2025. 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, 2025, the City contributed $27,069,091 to LPFD representing its share of costs. The City's deficit interest in LPFD was $40,954,410 as of June 30, 2025, based on LPFD audited financial statements for the fiscal year ended June 30, 2025. 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. Insurance Services. The City of Livermore contributed $1,888,787 to CJPRMA for liability coverage for the fiscal year ending June 30, 2025. The City of Livermore purchases a variety of insurance products from Alliant through CJPRMA pooled programs and directly from Aon Risk Insurance services. The City paid $763,263 for property insurance, and $106,163 for auto physical damage insurance to Alliant through CJPRMA. The City also paid $401,164 directly to Aon for various lines of insurance.

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, 2025, 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, 2024	$ 4,384,528	$ 5,243,669	$ 9,628,197
Incurred claims and change in estimated	382,240	1,334,269	1,716,509
Claims paid	(495,960)	(1,116,105)	(1,612,065)
Balances of claims payable at June 30, 2025	$ 4,270,808	$ 5,461,833	$ 9,732,641
Claims payable - current	$ 1,667,138	$ 1,268,975	$ 2,936,113

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, 2025, under this program the City has abatements of sales tax totaling $2,127,121.

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, 2025:

Vendor	Amount Remaining as of June 30, 2025	Project(s) Name
Zovich & Sons, Inc.	$ 6,893,193	Livermore Village L Street Garage
Bkf Engineers	5,723,486	Vasco Road/I-580 Interchange
Mountain Cascade Inc.	5,337,378	WRP UV Treatment System Replacement
Gradetech Inc.	2,680,795	Golf Course Damage Repairs
C Overaa & Company	2,012,784	WRP Primary & Secondary Treatment I
Mcguire And Hester	1,932,091	Flag Pole Plaza And Downtown Street
Hmh Engineers	1,273,162	Arroyo Rd Trail (T-13, Segment B)
Ruggeri Jensen Azar & Asc.	1,204,493	Springtown Water Service Replacement
	$ 27,057,382	

There were no outstanding encumbrances related to these commitments on June 30, 2025.

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 $378,500 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, 2025.

Alameda County

During FY 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, 2024	Retirements	Balance at June 30, 2025	Amount due in one year
Fiduciary Activities				
2016 Tax AllocationRefunding Bonds, 3.00%-5.00%, 2032	$ 14,295,000	$ (1,550,000)	$ 12,745,000	$ 1,630,000
Unamortized Premium	655,279	(92,489)	562,790	92,489
Total debt	$ 14,950,279	$ (1,642,489)	$ 13,307,790	$ 1,722,489

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
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	-	-	-
2031-2032	5,820,000	303,947	6,123,947
Total	12,745,000	$ 1,547,029	$ 14,292,029
Unamortized Premium	562,790		
Total Debt	$ 13,307,790		

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 in FY 2023-24.

Note 19 - Restatement due to Change in Accounting Principle

As of June 30, 2025, the City adopted GASB Statement No. 101, *Compensated Absences*. The provisions of this standard modernize the types of leave that are considered a compensated absence and provide guidance for a consistent recognition and measurement of the compensated absence liability. Therefore, compensated absences for the governmental activities and business-type activities were increased by $1,325,287 and $215,045, respectively, as of July 1, 2024. The effect of this change in accounting principle is described in the table below.

	Governmental Activities	Business-Type Activities	Total
Beginning Balance, as previosly reported	$ 442,086,383	$ 282,328,064	$ 724,414,447
Adjustments	(1,325,287)	(215,045)	(1,540,332)
Beginning balance, as restated	$ 440,761,096	$ 282,113,019	$ 722,874,115

	Airport	Stormwater	Sewer	Water
Beginning Balance, as previosly reported	$ 24,269,484	$ 29,545,374	$ 169,813,099	$ 7,386,142
Adjustments	(41,201)	$ (8,158)	(127,030)	(38,655)
Beginning balance, as restated	$ 24,228,283	$ 29,537,216	$ 169,686,069	$ 7,347,487

Required Supplementary Information
June 30, 2025

City of Livermore

This Page Intentionally Left Blank

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, 2025

	Budgeted Amounts		Actual Amounts Budgetary Basis	Variance Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Property taxes	$ 60,623,772	$ 60,571,418	$ 60,419,621	$ (151,797)
Sales taxes	42,593,316	42,593,316	39,115,790	(3,477,526)
Other taxes	24,054,312	24,054,312	24,765,680	711,368
Licenses and permits	4,264,000	4,259,000	7,781,680	3,522,680
Intergovernmental	3,833,548	3,833,548	4,306,137	472,589
Fines and forfeitures	387,000	387,000	483,035	96,035
Charges for current services	4,231,153	4,973,153	6,250,800	1,277,647
Use of money and property	6,147,501	7,287,501	12,813,161	5,525,660
Miscellaneous	840,900	840,900	1,262,801	421,901
Total Revenues	146,975,502	148,800,148	157,198,705	8,398,557
EXPENDITURES				
Current:				
General Government:				
City Council	238,982	238,982	223,673	15,309
City Manager	5,193,796	5,593,434	5,302,677	290,757
City Attorney	2,562,959	2,713,244	2,660,944	52,300
Administrative Services	6,422,100	6,634,085	7,394,345	(760,260)
General Services	7,127,289	5,544,978	2,870,931	2,674,047
Fire	27,779,939	28,495,534	28,618,005	(122,471)
Police	46,454,564	48,826,371	48,030,349	796,022
Public Works	9,809,484	10,401,650	9,280,768	1,120,882
Community Development	20,797,983	21,338,334	19,703,075	1,635,259
Economic Development	3,045,566	3,661,099	3,722,065	(60,966)
Library	7,172,141	7,567,209	7,578,813	(11,604)
Capital Outlay	7,506,000	3,594,603	822,376	2,772,227
Debt service:				
Principal	100,000	100,000	785,260	(685,260)
Interest and fiscal charges	17,500	17,500	18,360	(860)
Total Expenditurs	144,228,303	144,727,023	137,011,641	7,715,382
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	2,747,199	4,073,125	20,187,064	16,113,939
OTHER FINANCING SOURCES (USES)				
Transfers in	1,555,206	905,500	526,133	(379,367)
Transfers (out)	(17,179,000)	(25,601,214)	(25,717,365)	(116,151)
Total Other Financing Sources (Uses)	(15,623,794)	(24,695,714)	(25,191,232)	(495,518)
Net change in fund balance	(12,876,595)	(20,622,589)	(5,004,168)	$ 15,618,421
Fund balance-beginning	92,047,744	92,047,744	92,047,744	
Fund balance-ending	$ 79,171,149	$ 71,425,155	$ 87,043,576	

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, 2025

	Budget	Actual	Variance Positive (Negative)
REVENUES			
Charges for services	$ 400,000	$ 386,505	$ (13,495)
Use of money and property	135,217	598,319	463,102
Miscellaneous	100,000	175,987	75,987
Total Revenues	635,217	1,160,811	525,594
EXPENDITURES			
Current:			
Community Development	4,965,598	1,039,564	3,926,034
Capital Outlay:	350,000	-	350,000
Total Expenditures	5,315,598	1,039,564	4,276,034
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	(4,680,381)	121,247	4,801,628
Net change in fund balance	$ (4,680,381)	121,247	$ 4,801,628
Fund balances - beginning, as restated		44,284,975	
Fund balances - ending		$ 44,406,222	

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,									
	2015	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
Total Pension Liability[3]										
Service Cost	$ 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	$ 6,370,619
Interest on total pension liability	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	25,329,298
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	2,806,006
Benefit payments, including refunds of employee contributions	(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)	(18,804,375)
Net change in total pension liability	**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**	**15,701,548**
Total pension liability - beginning	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
Total pension liability - ending (a)	$ 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	$ 386,203,706
Plan fiduciary net position										
Contributions - employer	$ 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	$ 11,614,520
Contributions - employee	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	2,842,955
Net investment income	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	25,647,150
Benefit payments	(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)	(18,804,375)
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)	(216,380)
Other miscellaneous income/(expense)	-	-	-	(573,094)	481	-	-	-	-	-
Net change in plan fiduciary net position	**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**	**21,083,870**
Total fiduciary net position - beginning	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
Total fiduciary net position - ending (b)	$ 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	$ 287,004,549
Net pension liability - ending (a) - (b)	$ 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	$ 99,199,157
Fiscal Year Ended	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	6/30/2025
Plan fiduciary net position as a percentage of the total pension liability	75.14%	70.48%	70.03%	72.45%	71.67%	70.65%	83.28%	71.60%	71.77%	74.31%
Covered payroll [5]	$ 24,958,429	$ 25,849,521	$ 26,984,829	$ 27,914,510	$ 28,870,154	$ 30,022,667	$ 31,467,268	$ 31,421,164	$ 30,234,036	$ 33,266,939
Net pension liability as percentage of covered payroll	237.39%	286.40%	307.09%	282.17%	299.46%	314.55%	176.62%	319.83%	345.91%	298.19%

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	10,874,918	304.70%	74.13%	2017
2017	0.64020%	38,253,169	11,599,156	329.79%	73.15%	2018
2018	0.66102%	38,785,811	12,310,910	315.05%	74.09%	2019
2019	0.67581%	42,187,668	13,023,674	334.38%	74.04%	2020
2020	0.69837%	46,528,122	12,779,176	364.09%	72.96%	2021
2021	0.79545%	27,916,195	12,987,878	214.94%	86.61%	2022
2022	0.79683%	54,723,769	13,844,914	395.26%	75.52%	2023
2023	0.79476%	59,408,142	16,035,015	370.49%	74.87%	2024
2024	0.80316%	58,556,931	15,596,537	375.45%	76.66%	2025

[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
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]	8,682,861	(8,682,861)	-	28,870,154	30.08%
2020 [2]	9,778,161	(9,778,161)	-	30,022,667	32.57%
2021 [2]	10,678,645	(10,678,645)	-	31,467,268	33.94%
2022 [2]	11,735,625	(11,735,625)	-	31,421,164	37.35%
2023 [2]	12,350,716	(12,350,716)	-	30,234,036	40.85%
2024 [2]	11,614,520	(11,614,520)	-	33,266,939	34.91%
2025 [2]	12,927,306	(12,927,306)	-	35,104,742	36.82%

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-
Asset valuation method	Market value of assets
Inflation	2.50%
Salary increases	Varies by Entry Age and Service
Payroll growth	2.80%
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**
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%
2025 [3]	7,783,173	(7,783,173)	-	15,596,537	49.90%

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	2025
Measurement date as of June 30,	2017	2018	2019	2020	2021	2022	2023	2024
Service Cost	$ 1,324,000	$ 1,364,072	$ 1,404,890	$ 1,188,021	$ 1,223,662	$ 1,032,271	$ 1,087,105	$ 713,709
Interest	4,461,000	4,645,578	4,827,840	4,936,407	5,115,274	4,869,477	4,886,409	4,564,806
Changes of benefit terms	-	-	-	-	-	-	-	-
Changes in assumptions	-	-	4,311,034	-	(1,463,176)	1,365,243	93,577	2,065,836
Differences between expected and actual experience	-	-	(5,282,915)	-	(1,868,874)	-	(9,974,671)	(1,534,307)
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)	(4,406,083)
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)	1,403,961
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	74,526,222
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	$ 75,930,183
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	$ 4,406,083
Net investment income	2,128,521	2,012,498	1,855,034	805,844	10,050,944	(5,719,634)	4,064,254	5,281,596
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)	(4,406,083)
Administrative expense	(86,886)	(102,288)	(111,259)	(121,024)	(141,453)	(78,844)	(73,449)	(79,613)
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	5,201,983
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	44,231,786
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	$ 49,433,769
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	$ 26,496,414
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	65.1%
Covered payroll [1]	$ 29,345,533	$ 29,169,986	$ 28,506,581	$ 26,656,102	$ 26,508,421	$ 23,571,067	$ 20,357,510	$ 17,905,295
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%	148.0%

[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-2021

See Notes to Required Supplementary Information

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%
2025	3,670,000	(4,305,655)	(635,655)	17,905,295	24.05%

Notes to Schedule

Valuation date:	June 30, 2024
Methods and assumptions used to	
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 - 7.90% for 2026, scaling down to 3.45% in 2076
	Medicare (Non-Kaiser) - 6.90% for 2026 scaling down to 3.45% in 2076
	Medicare (Kaiser) - 5.65% for 2026 scaling down to 3.45% in 2076
Salary increases	2.75%
Discount Rate	6.00%
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, 2025

City of Livermore

This Page Intentionally Left Blank

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.

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.

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.

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
June 30, 2025

	SPECIAL REVENUE FUND					
	Housing Successor Agency	Housing & Community Assistance	Horizons	Solid Waste Management	Maintenance District	City Street Sweeping
ASSETS						
Cash and investments in City Treasury	$ 1,940,367	$ 1,499,573	$ 689,986	$ 350,572	$ 16,295,300	$ 501,107
Cash and investments with Trustees	-	-	-	-	-	-
Accounts receivables, net	-	-	248,886	-	13,220	548
Interest receivable	3,038,175	59,633	-	-	-	-
Notes receivable	6,998,623	402,370	-	-	-	-
Total Assets	$ 11,977,165	$ 1,961,576	$ 938,872	$ 350,572	$ 16,308,520	$ 501,655
LIABILITIES						
Accounts payable and other accruals	$ -	$ -	$ 114	$ -	$ 372,693	1,051
Deposits payable	-	-	-	-	-	-
Advances from other funds	-	-	-	-	-	-
Unearned rents and revenue	-	-	-	-	-	-
Total Liabilities	-	-	114	-	372,693	1,051
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue	3,038,175	59,633	-	-	-	-
Total deferred inflows of resources	3,038,175	59,633	-	-	-	-
FUND BALANCE						
Restricted	8,938,990	1,901,943	938,758	350,572	15,935,827	500,604
Total Fund Balances (Deficits)	8,938,990	1,901,943	938,758	350,572	15,935,827	500,604
Total Liabilities, deferred inflows of resources, and fund balances (deficits)	$ 11,977,165	$ 1,961,576	$ 938,872	$ 350,572	$ 16,308,520	$ 501,655

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
June 30, 2025

	SPECIAL REVENUE FUND							
	Park Fee	Other Special Revenue Funds	PEG	Alameda County Transportation Funds	Gas Tax	Host Community Impact Fee	Other Impact Fee	TVTC 20% Fee
	$ 11,904,455	$ 8,230,750	$ 1,807,193	$ 13,570,018	$ 15,121,023	$ 1,369,591	$ 5,270,878	$ 4,501,188
	-	-	-	-	-	-	-	-
	-	11,994	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	48,251	-	-	-	-	-	-
	$ 11,904,455	$ 8,290,995	$ 1,807,193	$ 13,570,018	$ 15,121,023	$ 1,369,591	$ 5,270,878	$ 4,501,188
	$ 71,289	$ 35,658	$ -	$ 410,235	$ 905,533	$ 52,336	$ 3,116	$ -
	-	700,939	-	-	-	-	-	-
	-	-	-	-	-	-	3,517,069	-
	-	106,727	-	-	-	-	-	-
	71,289	843,324	-	410,235	905,533	52,336	3,520,185	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	11,833,166	7,447,671	1,807,193	13,159,783	14,215,490	1,317,255	1,750,693	4,501,188
	11,833,166	7,447,671	1,807,193	13,159,783	14,215,490	1,317,255	1,750,693	4,501,188
	$ 11,904,455	$ 8,290,995	$ 1,807,193	$ 13,570,018	$ 15,121,023	$ 1,369,591	$ 5,270,878	$ 4,501,188

(Continued)

NON-MAJOR GOVERNMENTAL FUNDS COMBINING BALANCE SHEET June 30, 2025	SPECIAL REVENUE FUND	DEBT SERVICE FUND		CAPITAL PROJECT FUNDS
.	Other Local, State and Federal Grants	2020 COPS	2022 COPS	Traffic Impact Fee
ASSETS				
Cash and investments in City Treasury	$ 9,295,822	$ -	$ -	$ 32,056,010
Cash and investments with Trustees	-	-	-	-
Accounts receivables, net	117,707	-	-	-
Interest receivable	463,352	-	-	-
Notes receivable	1,685,536	-	-	-
Total Assets	$ 11,562,417	$ -	$ -	$ 32,056,010
IABILITIES				
Accounts payable and other accruals	$ 281,696	$ -	$ -	$ 141,872
Deposits payable	-	-	-	-
Advances from other funds	-	-	-	-
Unearned rents and revenue	-	-	-	-
Total Liabilities	281,696	-	-	141,872
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	463,352	-	-	-
Total deferred inflows of resources	463,352	-	-	-
FUND BALANCE				
Restricted	10,817,369	-	-	31,914,138
	10,817,369	-	-	31,914,138
Total Liabilities, deferred inflows of resources, and fund balances (deficits)	$ 11,562,417	$ -	$ -	$ 32,056,010

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
June 30, 2025

	CAPITAL PROJECTS FUNDS			
	2022 COPS Construction Capital Projects Fund	Developer Deposits	Other Capital Projects	Total Nonmajor Governmental Funds
$	(1,102,550)	$ 3,206,858	$ 27,079,236	$ 153,587,377
	10,645,050	-	-	10,645,050
	522,873	-	-	915,228
	-	-	-	3,561,160
	-	-	-	9,134,780
$	10,065,373	$ 3,206,858	$ 27,079,236	$ 177,843,595
$	2,696,904	$ 15,116	$ 1,464,396	$ 6,452,009
	159,389	1,280,208	-	2,140,536
	-	-	-	3,517,069
	-	1,911,534	-	2,018,261
	2,856,293	3,206,858	1,464,396	14,127,875
	-	-	-	3,561,160
	-	-	-	3,561,160
	7,209,080	-	25,614,840	160,154,560
	7,209,080	-	25,614,840	160,154,560
$	10,065,373	$ 3,206,858	$ 27,079,236	$ 177,843,595

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS					
	Housing Successor Agency	Housing & Community Assistance	Horizons	Solid Waste Management	Maintenance District	City Street Sweeping
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ 4,808,048	$ -
Intergovernmental	-	-	-	239,563	-	-
Contributions from outside sources	-	-	-	-	-	-
Charges for services	-	-	875,938	334,055	-	739,161
Use of money and property	92,832	4,650	-	12,300	-	9,531
Miscellaneous	-	-	-	-	-	-
Total Revenues	92,832	4,650	875,938	585,918	4,808,048	748,692
EXPENDITURES						
Current:						
Fire	-	-	-	-	-	-
Police	-	-	1,028,155	-	-	-
Public Works	-	-	-	518,193	4,474,643	537,577
Community Development	65	2,457	-	-	-	-
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	-	-	-	-	-	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total Expenditures	65	2,457	1,028,155	518,193	4,474,643	537,577
EXCESS (DEFICIENCW) OF REVENUES OVER EXPENDITURES	92,767	2,193	(152,217)	67,725	333,405	211,115
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	470,000	-	336,009	-
Transfers (out)	-	-	-	-	(312,432)	-
Total Other Financing Sources (Uses)	-	-	470,000	-	23,577	-
Net change in fund balances	92,767	2,193	317,783	67,725	356,982	211,115
Fund balances (deficits)- beginning, as restated	8,846,223	1,899,750	620,975	282,847	15,578,845	289,489
Fund balances (deficits)- ending	$ 8,938,990	$ 1,901,943	$ 938,758	$ 350,572	$ 15,935,827	$ 500,604

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	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
$ -	$ 370,202	$ -	$ -	$ -	$ -	$ -	$ -
-	2,764,000	-	3,342,189	4,809,166	-	-	-
-	2,192,554	-	-	-	535,941	-	-
7,520,197	947,444	205,543	-	-	-	2,088,986	1,155,564
386,115	192,054	-	640,678	805,448	26,700	135,924	215,400
-	625,000	-	-	-	-	45,370	-
7,906,312	7,091,254	205,543	3,982,867	5,614,614	562,641	2,270,280	1,370,964
-	-	-	-	-	-	-	-
-	(29,112)	-	-	-	-	-	-
-	-	-	-	-	85,024	-	-
5,782	34,059	-	138,411	86,697	-	44,871	-
-	9,175	-	-	-	-	-	-
-	118,132	-	-	-	-	-	-
663,566	5,643,645	-	3,059,710	6,156,995	-	20,645	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
669,348	5,775,899	-	3,198,121	6,243,692	85,024	65,516	-
7,236,964	1,315,355	205,543	784,746	(629,078)	477,617	2,204,764	1,370,964
-	-	-	-	-	-	-	-
-	(18,750)	-	-	(120,813)	(528,800)	-	-
-	(18,750)	-	-	(120,813)	(528,800)	-	-
7,236,964	1,296,605	205,543	784,746	(749,891)	(51,183)	2,204,764	1,370,964
4,596,202	6,151,066	1,601,650	12,375,037	14,965,381	1,368,438	(454,071)	3,130,224
$ 11,833,166	$ 7,447,671	$ 1,807,193	$ 13,159,783	$ 14,215,490	$ 1,317,255	$ 1,750,693	$ 4,501,188

(Continued)

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUND	DEBT SERVICE FUNDS		
	Other Local, State and Federal Grants	2020 COPS	2022 COPS	Traffic Impact Fee
REVENUES				
Taxes and special assessments	$ -	$ -	$ -	$ -
Intergovernmental	7,707,576	-	-	-
Contributions from outside sources	5,836	-	-	-
Charges for services	-	-	-	6,776,874
Use of money and property	60,794	-	-	1,643,128
Miscellaneous	305,638	-	-	-
Total Revenues	8,079,844	-	-	8,420,002
EXPENDITURES				
Current:				
Fire	5,029	-	-	-
Police	316,309	-	-	-
Public works	-	-	-	-
Community Development	1,330,211	-	-	78,203
Economic Development	-	-	-	-
Library	46,225	-	-	-
Capital Outlay:				
Capital projects	-	-	-	640,239
Debt service:				
Principal retirement	90,758	3,086,794	695,000	-
Interest and fiscal charges	10,879	1,317,468	1,882,800	-
Total Expenditures	1,799,411	4,404,262	2,577,800	718,442
EXCESS (DEFICIENCW) OF REVENUES OVER EXPENDITURES	6,280,433	(4,404,262)	(2,577,800)	7,701,560
OTHER FINANCING SOURCES (USES)				
Transfers in	-	4,404,262	2,577,798	-
Transfers (out)	(7,522)	-	-	(66,618)
Total Other Financing Sources (Uses)	(7,522)	4,404,262	2,577,798	(66,618)
Net change in fund balances	6,272,911	-	(2)	7,634,942
Fund balances (deficits)- beginning, as restated	4,544,458	-	2	24,279,196
Fund balances (deficits)- ending	$ 10,817,369	$ -	$ -	$ 31,914,138

NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	CAPITAL PROJECTS FUNDS			
	2022 COPS Construction Capital Projects Fund	Developer Deposits	Other Capital Projects	Total Nonmajor Governmental Funds
	$ -	$ -	$ -	$ 5,178,250
	522,872	-	5,902,187	25,287,553
	-	-	-	2,734,331
	-	-	-	20,643,762
	790,768	-	-	5,016,322
	-	-	3,017,001	3,993,009
	1,313,640	-	8,919,188	62,853,227
	-	-	-	5,029
	-	-	-	1,315,352
	6,471,924	-	-	12,087,361
	-	-	-	1,720,756
	-	-	-	9,175
	-	-	-	164,357
	7,307,932	-	2,586,983	26,079,715
	-	-	-	3,872,552
	-	-	-	3,211,147
	13,779,856	-	2,586,983	48,465,444
	(12,466,216)	-	6,332,205	14,387,783
	-	-	-	7,788,069
	-	-	-	(1,054,935)
	-	-	-	6,733,134
	(12,466,216)	-	6,332,205	21,120,917
	19,675,296	-	19,282,635	139,033,643
	$ 7,209,080	$ -	$ 25,614,840	$ 160,154,560

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

	HOUSING SUCCESSOR			HOUSING & COMMUNITY ASSISTANCE		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ -	$ -
Other taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Contributions from outside sources	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Use of money and property	21,790	92,832	71,042	61,000	4,650	(56,350)
Miscellaneous	-	-	-	-	-	-
Total Revenues	21,790	92,832	71,042	61,000	4,650	(56,350)
EXPENDITURES						
Current:						
General Government:						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public works	-	-	-	-	-	-
Community Development	715	65	650	66,832	2,457	64,375
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	-	-	-	-	-	-
Debt service:						
Principal	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total Expenditures	715	65	650	66,832	2,457	64,375
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	21,075	92,767	71,692	(5,832)	2,193	8,025
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net change in fund balance	$ 21,075	92,767	$ 71,692	$ (5,832)	2,193	$ 8,025
Fund balances (deficits)- beginning, as restated		8,846,223			1,899,750	
Fund balances (deficits)- ending		$ 8,938,990			$ 1,901,943	

City of Livermore

Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – Budgeted Non-Major Funds

Year Ended June 30, 2025

HORIZONS			SOLID WASTE MANAGEMENT			MAINTENANCE DISTRICT		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -	$ 4,831,422	$ 4,808,048	$ (23,374)
-	-	-	-	-	-	-	-	-
-	-	-	302,356	239,563	(62,793)	-	-	-
138,500	-	(138,500)	-	-	-	-	-	-
700,000	875,938	175,938	273,054	334,055	61,001	-	-	-
-	-	-	2,665	12,300	9,635	182,029	-	(182,029)
-	-	-	-	-	-	-	-	-
838,500	875,938	37,438	578,075	585,918	7,843	5,013,451	4,808,048	(205,403)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
1,241,840	1,028,155	213,685	-	-	-	-	-	-
-	-	-	739,209	518,193	221,016	4,773,772	4,474,643	299,129
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
1,241,840	1,028,155	213,685	739,209	518,193	221,016	4,773,772	4,474,643	299,129
(403,340)	(152,217)	251,123	(161,134)	67,725	228,859	239,679	333,405	93,726
470,000	470,000	-	-	-	-	210,000	336,009	126,009
-	-	-	-	-	-	(270,000)	(312,432)	(42,432)
470,000	470,000	-	-	-	-	(60,000)	23,577	83,577
$ 66,660	317,783	$ 251,123	$ (161,134)	67,725	$ 228,859	$ 179,679	356,982	$ 177,303
	620,975			282,847			15,578,845	
	$ 938,758			$ 350,572			$ 15,935,827	

(Continued)

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

	CITY STREET SWEEPING			PARK FEE		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ -	$ -
Other taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Contributions from outside sources	-	-	-	-	-	-
Charges for services	763,350	739,161	(24,189)	6,500,000	7,520,197	1,020,197
Use of money and property	-	9,531	9,531	53,195	386,115	332,920
Miscellaneous	-	-	-	-	-	-
Total Revenues	763,350	748,692	(14,658)	6,553,195	7,906,312	1,353,117
EXPENDITURES						
Current:						
General Government:						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public works	537,577	537,577	-	-	-	-
Community Development	-	-	-	25,278	5,782	19,496
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	-	-	-	3,630,357	663,566	2,966,791
Debt service:						
Principal	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total Expenditures	537,577	537,577	-	3,655,635	669,348	2,986,287
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	225,773	211,115	(14,658)	2,897,560	7,236,964	4,339,404
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net change in fund balance	$ 225,773	211,115	$ (14,658)	$ 2,897,560	7,236,964	$ 4,339,404
Fund balances (deficits)- beginning, as restated		289,489			4,596,202	
Fund balances (deficits)- ending		$ 500,604			$ 11,833,166	

City of Livermore

Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – Budgeted Non-Major Funds

Year Ended June 30, 2025

OTHER SPECIAL REVENUE FUNDS			PEG			ALAMEDA COUNTY TRANSPORTATION FUNDS		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$ 165,000	$ 370,202	$ 205,202	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-	-
2,764,000	2,764,000	-	-	-	-	3,322,170	3,342,189	20,019
2,265,000	2,192,554	(72,446)	-	-	-	-	-	-
-	947,444	947,444	250,000	205,543	(44,457)	-	-	-
57,465	192,054	134,589	-	-	-	81,746	640,678	558,932
-	625,000	625,000	-	-	-	-	-	-
5,251,465	7,091,254	1,839,789	250,000	205,543	(44,457)	3,403,916	3,982,867	578,951
-	-	-	51,102	-	51,102	-	-	-
-	-	-	-	-	-	-	-	-
9,012	(29,112)	38,124	-	-	-	-	-	-
-	-	-	-	-	-	146,276	-	146,276
35,808	34,059	1,749	-	-	-	225,400	138,411	86,989
171,760	9,175	162,585	-	-	-	-	-	-
124,410	118,132	6,278	-	-	-	-	-	-
5,932,201	5,643,645	288,556	-	-	-	7,692,269	3,059,710	4,632,559
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
6,273,191	5,775,899	497,292	51,102	-	51,102	8,063,945	3,198,121	4,865,824
(1,021,726)	1,315,355	2,337,081	198,898	205,543	6,645	(4,660,029)	784,746	5,444,775
-	-	-	-	-	-	-	-	-
(5,500)	(18,750)	(13,250)	-	-	-	-	-	-
(5,500)	(18,750)	(13,250)	-	-	-	-	-	-
$ (1,027,226)	1,296,605	$ 2,323,831	$ 198,898	205,543	$ 6,645	$ (4,660,029)	784,746	$ 5,444,775
	6,151,066			1,601,650			12,375,037	
	$ 7,447,671			$ 1,807,193			$ 13,159,783	

Continued

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

	GAS TAX			HOST COMMUNITY IMPACT FEE		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ -	$ -
Other taxes	-	-	-	-	-	-
Intergovernmental	5,001,821	4,809,166	(192,655)	-	-	-
Contributions from outside sources	-	-	-	520,000	535,941	15,941
Charges for services	-	-	-	-	-	-
Use of money and property	181,740	805,448	623,708	-	26,700	26,700
Miscellaneous	-	-	-	-	-	-
Total Revenues	5,183,561	5,614,614	431,053	520,000	562,641	42,641
EXPENDITURES						
Current:						
General Government:						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public works	-	-	-	63,823	85,024	(21,201)
Community Development	252,000	86,697	165,303	-	-	-
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	9,988,550	6,156,995	3,831,555	-	-	-
Debt service:						
Principal	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total Expenditures	10,240,550	6,243,692	3,996,858	63,823	85,024	(21,201)
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	(5,056,989)	(629,078)	4,427,911	456,177	477,617	21,440
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	(130,000)	(120,813)	9,187	(550,000)	(528,800)	21,200
Total Other Financing Sources (Uses)	(130,000)	(120,813)	9,187	(550,000)	(528,800)	21,200
Net change in fund balance	$ (5,186,989)	(749,891)	$ 4,437,098	$ (93,823)	(51,183)	$ 42,640
Fund balances (deficits)- beginning, as restated		14,965,381			1,368,438	
Fund balances (deficits)- ending		$ 14,215,490			$ 1,317,255	

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)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	4,879,438	7,707,576	2,828,138
-	-	-	-	-	-	-	5,836	5,836
1,934,883	2,088,986	154,103	5,139,000	1,155,564	(3,983,436)	30,000	-	(30,000)
-	135,924	135,924	46,644	215,400	168,756	21,574	60,794	39,220
-	45,370	45,370	-	-	-	298,500	305,638	7,138
1,934,883	2,270,280	335,397	5,185,644	1,370,964	(3,814,680)	5,229,512	8,079,844	2,850,332
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	24,200	5,029	19,171
-	-	-	-	-	-	357,833	316,309	41,524
-	-	-	-	-	-	22,000	-	22,000
-	44,871	(44,871)	-	-	-	2,497,816	1,330,211	1,167,605
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	135,375	46,225	89,150
80,000	20,645	59,355	-	-	-	130,000	-	130,000
-	-	-	-	-	-	90,759	90,758	1
-	-	-	-	-	-	22,517	10,879	11,638
80,000	65,516	14,484	-	-	-	3,280,500	1,799,411	1,481,089
1,854,883	2,204,764	349,881	5,185,644	1,370,964	(3,814,680)	1,949,012	6,280,433	4,331,421
-	-	-	-	-	-	-	-	-
(400,000)	-	400,000	-	-	-	(33,706)	(7,522)	26,184
(400,000)	-	400,000	-	-	-	(33,706)	(7,522)	26,184
$ 1,454,883	2,204,764	$ 749,881	$ 5,185,644	1,370,964	$ (3,814,680)	$ 1,915,306	6,272,911	$ 4,357,605
	(454,071)			3,130,224			4,544,458	
	$ 1,750,693			$ 4,501,188			$ 10,817,369	

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

	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	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Contributions from outside sources	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Use of money and property	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Total Revenues	-	-	-	-	-	-
EXPENDITURES						
Current:						
General Government:						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public works	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	-	-	-	-	-	-
Debt service:						
Principal	3,086,794	3,086,794	-	695,000	695,000	-
Interest and fiscal charges	1,348,206	1,317,468	30,738	1,895,000	1,882,800	12,200
Total Expenditures	4,435,000	4,404,262	30,738	2,590,000	2,577,800	12,200
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	(4,435,000)	(4,404,262)	30,738	(2,590,000)	(2,577,800)	12,200
OTHER FINANCING SOURCES (USES)						
Transfers in	4,435,000	4,404,262	(30,738)	2,590,000	2,577,798	(12,202)
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	4,435,000	4,404,262	(30,738)	2,590,000	2,577,798	(12,202)
Net change in fund balance	$ -	-	$ -	$ -	(2)	$ (2)
Fund balances (deficits)- beginning, as restated		-			2	
Fund balances (deficits)- ending		$ -			$ -	

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

TRAFFIC IMPACT FEE			DEVELOPER DEPOSITS		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
900,000	6,776,874	5,876,874	-	-	-
333,252	1,643,128	1,309,876	4,015	-	(4,015)
-	-	-	-	-	-
1,233,252	8,420,002	7,186,750	4,015	-	(4,015)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
241,332	78,203	163,129	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
3,731,000	640,239	3,090,761	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
3,972,332	718,442	3,253,890	-	-	-
(2,739,080)	7,701,560	10,440,640	4,015	-	(4,015)
-	-	-	-	-	-
(75,000)	(66,618)	8,382	-	-	-
(75,000)	(66,618)	8,382	-	-	-
$ (2,814,080)	7,634,942	$ 10,449,022	$ 4,015	-	$ (4,015)
	24,279,196			-	
	$ 31,914,138			$ -	

City of Livermore

Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual – Budgeted Non-Major Funds

Year Ended June 30, 2025

BUDGETED NON-MAJOR FUNDS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

	OTHER CAPITAL PROJECTS			2022 COP CONSTRUCTION CAPITAL PROJECTS FUND		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes and special assessments	$ -	$ -	$ -	$ -	$ -	$ -
Other taxes	-	-	-	-	522,872	522,872
Intergovernmental	12,900,700	5,902,187	(6,998,513)	-	-	-
Contributions from outside sources	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Use of money and property	-	-	-	300,000	790,768	490,768
Miscellaneous	7,055,955	3,017,001	(4,038,954)	-	-	-
Total Revenues	19,956,655	8,919,188	(11,037,467)	300,000	1,313,640	1,013,640
EXPENDITURES						
Current:						
General Government:						
City Manager	-	-	-	-	-	-
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public works	-	-	-	6,471,924	6,471,924	-
Community Development	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-
Library	-	-	-	-	-	-
Capital Outlay:						
Capital projects	12,570,700	2,586,983	9,983,717	15,357,159	7,307,932	8,049,227
Debt service:						
Principal	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total Expenditures	12,570,700	2,586,983	9,983,717	21,829,083	13,779,856	8,049,227
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	7,385,955	6,332,205	(1,053,750)	(21,529,083)	(12,466,216)	9,062,867
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net change in fund balance	$ 7,385,955	6,332,205	$ (1,053,750)	$ (21,529,083)	(12,466,216)	$ 9,062,867
Fund balances (deficits)- beginning, as restated		19,282,635			19,675,296	
Fund balances (deficits)- ending		$ 25,614,840			$ 7,209,080	

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.

Information Technology
Established to account for the maintenance and acquisition of the City's software and hardware.

Fleet and Equipment Services
Established to account for the maintenance and acquisition of the City's fleet and small equipment.

Facilities Rehabilitation Projects
Established to account for the repair and maintenance of city facilities.

This Page Intentionally Left Blank

City of Livermore
Combining Statements of Net Position – Internal Service Funds
Year Ended June 30, 2025

INTERNAL SERVICE FUNDS COMBINING STATEMENT OF NET POSITION JUNE 30, 2025	Liability Insurance Reserve	Workers Compensation	Information Technology	Fleet and Equipment Services	Facilities Rehabilitation Projects	Total
ASSETS						
Current Assets:						
Cash and investments in City Treasury	$ 6,798,151	$ 6,920,888	$ 2,678,661	$ 8,394,855	$ 7,262,396	$ 32,054,951
Accounts receivable, net	-	-	-	62,020	92,713	154,733
Inventory	-	-	-	528,821	-	528,821
Prepaids, deposits and supplies	-	-	227,650	-	-	227,650
Total current assets	6,798,151	6,920,888	2,906,311	8,985,696	7,355,109	32,966,155
Noncurrent Assets:						
Land and construction in progress	-	-	-	99	68,945	69,044
Depreciable capital assets (net of depreciation)	-	-	122,065	9,441,831	12,425,497	21,989,393
Subscription assets (net of amortization)	-	-	138,799	-	-	138,799
Total noncurrent assets	-	-	260,864	9,441,930	12,494,442	22,197,236
Total Assets	6,798,151	6,920,888	3,167,175	18,427,626	19,849,551	55,163,391
DEFERRED OUTFLOWS OF RESOURCES						
Related to pension	130,770	108,103	787,685	301,815	274,686	1,603,059
Related to OPEB	24,020	7,988	86,478	72,084	25,971	216,541
Total deferred outflows of resources	154,790	116,091	874,163	373,899	300,657	1,819,600
LIABILITIES						
Current Liabilities:						
Accounts payable and other accruals	85,084	14,247	75,967	723,103	142,633	1,041,034
Interest payable	-	-	1,847	-	-	1,847
Claims payable	1,667,138	1,268,975	-	-	-	2,936,113
Long-term debt:						
Due within one year	-	-	-	-	989,284	989,284
Total current liabilities	1,752,222	1,283,222	77,814	723,103	1,131,917	4,968,278
Noncurrent Liabilities:						
Claims payable	2,603,670	4,192,858	-	-	-	6,796,528
Subscription liability	-	-	81,183	-	-	81,183
Net Pension liability	672,029	555,541	4,047,926	1,551,030	1,411,615	8,238,141
Net OPEB liabilities	121,695	40,472	438,133	365,204	131,580	1,097,084
Long-term debt:						
Due in more than one year	-	-	-	-	2,587,755	2,587,755
Total noncurrent liabilities	3,397,394	4,788,871	4,567,242	1,916,234	4,130,950	18,800,691
Total liabilities	5,149,616	6,072,093	4,645,056	2,639,337	5,262,867	23,768,969
DEFERRED INFLOWS OF RESOURCES						
Related to OPEB	10,895	3,623	39,224	32,695	11,780	98,217
Total deferred inflows of resources	10,895	3,623	39,224	32,695	11,780	98,217
NET POSITION						
Net Investment in Capital Assets	-	-	260,864	9,441,930	8,917,403	18,620,197
Unrestricted	1,792,430	961,263	(903,806)	6,687,563	5,958,158	14,495,608
Total Net Position	$ 1,792,430	$ 961,263	$ (642,942)	$ 16,129,493	$ 14,875,561	$ 33,115,805

INTERNAL SERVICE FUNDS
COMBINING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2025

	Liability Insurance Reserve	Workers Compensation	Information Technology
OPERATING REVENUES			
Charges for services	$ 5,265,889	$ 2,385,971	$ 6,970,080
Miscellaneous	113	-	
Total Operating Revenues	5,266,002	2,385,971	6,970,080
OPERATING EXPENSES			
Salaries and benefits	515,299	366,535	3,002,811
Contracted services	1,299,471	198,553	3,152,933
Insurance premiums and claim expenses	3,457,066	1,325,401	241,777
Materials, supplies and others	51,902	69,601	72,193
Utilities	-	-	237,169
Depreciation and amortization	-	-	244,981
Repairs and maintenance	5,808	3,060	491,711
Total Operating Expenses	5,329,546	1,963,150	7,443,575
Operating Income (Loss)	(63,544)	422,821	(473,495)
NONOPERATING REVENUE (EXPENSES)			
Interest and fiscal charges (expense)	-	-	(3,684)
Gain (loss) on disposal of property	-	-	-
Net Nonoperating Revenues (Expenses)	-	-	(3,684)
Income (Loss) Before Transfers	(63,544)	422,821	(477,179)
Transfers in	1,500,000	3,500,000	600,000
Transfers (out)	-	-	-
Change in Net Position	1,436,456	3,922,821	122,821
Net position (deficit)-beginning, as previously reported	355,974	(2,961,558)	(765,763)
Net position-ending	$ 1,792,430	$ 961,263	$ (642,942)

Fleet and Equipment Services	Facilities Rehabilitation Projects	Total
$ 5,553,324	$ 2,000,000	$ 22,175,264
-	144,553	144,666
5,553,324	2,144,553	22,319,930
944,318	1,040,757	5,869,720
79,766	38,604	4,769,327
244,560	93,726	5,362,530
815,302	51,742	1,060,740
-	981,806	1,218,975
1,605,654	492,019	2,342,654
979,199	694,736	2,174,514
4,668,799	3,393,390	22,798,460
884,525	(1,248,837)	(478,530)
-	(105,730)	(109,414)
124,423	-	124,423
124,423	(105,730)	15,009
1,008,948	(1,354,567)	(463,521)
1,175,740	4,318,782	11,094,522
-	-	-
2,184,688	2,964,215	10,631,001
13,944,805	11,911,346	22,484,804
$ 16,129,493	$ 14,875,561	$ 33,115,805

INTERNAL SERVICE FUNDS COMBINING STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2025	Liability Insurance Reserve	Workers Compensation	Information Technology	Fleet and Equipment Services	Facilities Rehabilitation Projects	Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from customers	$ 5,265,889	$ 2,385,971	$ 6,970,080	$ 5,744,715	$ 1,995,963	$ 22,362,618
Payments to suppliers	(1,929,402)	(814,898)	(4,083,692)	(1,272,827)	(2,030,508)	(10,131,327)
Payments to or on behalf of employees	(502,617)	(343,230)	(2,962,192)	(1,209,401)	(921,556)	(5,938,996)
Claims paid	(3,625,637)	(1,251,451)	(241,777)	(244,560)	(93,726)	(5,457,151)
Receipts from other sources	113	-	-	-	144,553	144,666
Net cash provided (used) by operating activities	(791,654)	(23,608)	(317,581)	3,017,927	(905,274)	979,810
CASH FLOWS FROM NON CAPITAL FINANCING ACTIVITIES						
Transfers in	1,500,000	3,500,000	600,000	1,175,740	4,318,782	11,094,522
Transfers out	-	-	-	-	-	-
Cash Flow from (used by) Non Capital Financing Activ	1,500,000	3,500,000	600,000	1,175,740	4,318,782	11,094,522
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Capital asset purchase	-	-	-	(3,780,260)	(185,021)	(3,965,281)
Proceeds from sale of capital assets	-	-	-	124,423	-	124,423
Long term Debt						
Repayments	-	-	-	-	(921,084)	(921,084)
Interest paid	-	-	(5,803)	-	(105,730)	(111,533)
Cash Flows (used for) Capital and Related Financing Activities	-	-	(5,803)	(3,655,837)	(1,211,835)	(4,873,475)
Net Cash Flows	708,346	3,476,392	276,616	537,830	2,201,673	7,200,857
Cash and investments at beginning of period	6,089,805	3,444,496	2,402,045	7,857,025	5,060,723	24,854,094
Cash and Investment at end of period	$ 6,798,151	$ 6,920,888	$ 2,678,661	$ 8,394,855	$ 7,262,396	$ 32,054,951
Reconciliation of operating income (loss) to net cash provided by operating activities:						
Operating income	$ (63,544)	$ 422,821	$ (473,495)	$ 884,525	$ (1,248,837)	$ (478,530)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:						
Depreciation	-	-	244,981	1,605,654	492,019	2,342,654
Change in assets and liabilities:						
Accounts receivable	-	-	-	191,391	(4,037)	187,354
Inventories	-	-	-	(38,878)	-	(38,878)
Prepaids, deposits and supplies	-	-	69,772	-	(160,453)	(90,681)
Pension and OPEB Expense	27,284	34,192	298,232	(229,426)	147,272	277,554
Accounts payable and accrued liabilities	(572,221)	(543,684)	(199,458)	640,318	(103,167)	(778,212)
Accrued payroll	(14,602)	(10,887)	(83,743)	(35,657)	(28,071)	(172,960)
Subscription liability	-	-	(173,870)	-	-	(173,870)
Claims payable	(168,571)	73,950	-	-	-	(94,621)
Net cash provided (used) by operating activities	$ (791,654)	$ (23,608)	$ (317,581)	$ 3,017,927	$ (905,274)	$ 979,810

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, 2025

	Passthrough Funds	LPFD JPA JPA	Total
ASSETS			
Cash and investments in City Treasury (Note 3B)	$ 15,204,144	$ 6,834,258	$ 22,038,402
Cash and investments with Trustees (Note 3B)	2,445,992	-	2,445,992
Accounts receivable	34,766	1,109	35,875
Total Assets	17,684,902	6,835,367	24,520,269
LIABILITIES			
Accrued liabilities	6,010,645	3,957,988	9,968,633
Deposits payable	3,812,566	-	3,812,566
Total Liabilities	9,823,211	3,957,988	13,781,199
NET POSITION			
Held in trust, restricted	$ 7,861,691	$ 2,877,379	$ 10,739,070

CUSTODIAL FUNDS
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED ON JUNE 30, 2025

	Passthrough	LPFD JPA	Total
ADDITIONS			
Charges for services	$ 6,125,738	$ 51,365,916	$ 57,491,654
Total Additions	6,125,738	51,365,916	57,491,654
DEDUCTIONS			
Recipient Payments	4,310,384	50,976,311	55,286,695
Total Deductions	4,310,384	50,976,311	55,286,695
Net Change in Net Position	1,815,354	389,605	2,204,959
NET POSITION			
Beginning Net Position (Note 9F)	6,046,337	2,487,774	8,534,111
End of year	$ 7,861,691	$ 2,877,379	$ 10,739,070

This Page Intentionally Left Blank

Statistical Section (Unaudited)
June 30, 2025

City of Livermore

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.	130 - 136
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.	137 - 143
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.	144 - 146
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.	147 - 149
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.	150 - 158
Livermore Successor Agency these schedules contain information to help the reader assess the Livermore RDA's revenues, debt service, and other indicators.	159 - 161

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)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Governmental activities										
Net investment in capital assets	$ 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	$ 342,766,861
Restricted	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	212,858,678
Unrestricted	(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)	(71,765,982)
Total governmental activities net position	$ 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	$ 483,859,557
Business-type activities										
Net investment in capital assets	$ 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	$ 159,445,299
Unrestricted	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	149,804,750
Total business-type activities net position	$ 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	$ 309,250,049
Primary government										
Net investment in capital assets	$ 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	$ 502,212,160
Restricted	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	212,858,678
Unrestricted	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	78,038,768
Total primary government net position	$ 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	$ 793,109,606

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)

	2016	2017 *	2018	2019	2020	2021	2022	2023	2024	2025
Expenses										
Governmental activities										
General Government	$ 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	$ 22,450,983
Fire	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	28,525,529
Police	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	45,986,717
Public Works	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	32,286,455
Community Development	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	27,116,240
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	4,245,452
Library	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	9,485,486
Interest on long term debt	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	2,575,691
Total governmental activities expenses	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	172,672,553
Business-type activities:										
Airport	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	3,205,408
Water	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	20,575,246
Sewer	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	27,389,268
Stormwater	-	-	4,572,368	6,215,290	5,157,718	5,341,864	5,075,457	5,282,516	7,534,272	5,585,156
Las Positas	3,204,730	2,935,020	3,025,888	1,986,853	-	-	-	-	-	-
Springtown	105,030	-	-	-	-	-	-	-	-	-
Total business-type activities expenses	43,470,416	43,470,416	48,717,616	47,140,819	51,722,974	49,083,880	52,211,915	49,523,387	57,520,224	56,755,078
Total primary government expenses	$ 149,958,450	$ 160,881,340	$ 175,383,203	$ 190,771,511	$ 197,664,274	$ 187,865,049	$ 186,955,427	$ 186,907,798	$ 220,962,539	$ 229,427,631

* 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)

	2016	2017 *	2018	2019	2020	2021	2022	2023	2024	2025
Program Revenues										
Governmental activities:										
Charges for services:										
General Government	$ 855,888	$ 1,534,690	$ 2,009,308	$ 1,598,885	$ 1,502,556	$ 1,203,282	$ 682,277	$ 897,891	$507,694	$ 205,543
Fire	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	3,485,865
Police	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	1,736,576
Public Works	220,715	253,942	214,104	319,336	237,566	237,986	240,778	249,909	352,778	6,124,547
Community Development	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	23,101,382
Economic Development	-	-	-	-	-	-	-	-	-	345,821
Library	113,218	109,423	106,819	102,007	29,584	935	5,257	10,508	9,327	85,196
Redevelplment	-	-	-	-	-	-	-	-	-	-
Operating grants and contributions	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	29,980,526
Capital grants and contributions	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	5,252,187
Total governmental activities program revenues	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	70,317,643
Business-type activities:										
Charges for services:										
Airport	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	3,904,909
Water	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	20,096,890
Sewer	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	33,291,598
Stormwater		-	1,112,473	1,136,319	1,137,063	1,134,233	1,145,489	1,154,925	1,156,367	1,159,080
Las Positas	3,016,898	2,636,577	2,733,407	1,628,472	-	-	-	-	-	-
Springtown	3,694	-	-	-	-	-	-	-	-	-
Operating grants and contributions	-	3,079,962	199,428	643,541	-	374,526	512,162	568,394	836,720	470,085
Capital grants and contributions	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	9,182,517
Total business-type activities program revenues	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	68,105,079
Total primary government program revenues	$ 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	$ 138,422,722
Net (Expense) Revenue										
Governmental activities	$ (47,323,520)	$ (77,302,148)	$ (66,698,122)	$ (103,630,702)	$ (100,253,486)	$ (96,178,581)	$ (95,830,768)	$ (95,830,768)	$ (124,935,861)	$ (102,354,910)
Business-type activities	(306,875)	4,733,928	2,472,286	5,375,569	2,077,502	2,436,367	572,268	3,260,796	4,818,258	11,350,001
Total primary government net expenses	$ (47,630,395)	$ (72,568,220)	$ (64,225,836)	$ (98,255,133)	$ (98,175,984)	$ (93,742,214)	$ (95,258,500)	$ (92,569,972)	$ (120,117,603)	$ (91,004,909)

(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)

	2016	2017 *	2018	2019	2020	2021	2022	2023	2024	2025
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes:										
Property taxes	$ 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	$ 60,419,621
Incremental property taxes	-	-	-	-	-	-	-	-	-	-
Sales taxes	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	39,115,790
Other taxes	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	24,765,680
Intergovernmental	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	4,306,137
Investment income	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	18,427,802
Miscellaneous	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	5,781,917
Change of value from investment in JPA	-	-	-	(1,354,554)	(1,522,359)	-	-	-	-	-
Transfers (net)	(201,180)	(202,737)	(12,507,742)	3,794,799	(323,790)	(1,767,363)	(2,943,272)	(2,299,891)	(3,470,000)	(7,363,576)
Total governmental activities	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	145,453,371
Business-type activities:										
Interest and other income	1,034,225	293,279	711,495	4,250,989	3,293,931	405,366	(3,028,966)	810,299	5,857,983	8,423,453
Transfers (net)	201,180	202,737	12,507,742	(3,794,799)	323,790	1,767,363	2,943,272	2,299,891	3,470,000	7,363,576
Change in value of Investment in JPA	115,242	210,386	329,595	1,275,502	445,399	-	-	-	-	-
Total business-type activities	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	15,787,029
Total primary government activities	$ 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	$ 161,240,400
Change in Net Position										
Governmental activities	$ 43,129,219	$ 15,880,225	$ 19,161,491	$ 7,693,213	$ 8,304,751	$ 9,954,963	$ 10,611,708	$10,611,708	$ 15,415,297	$ 43,098,461
Business-type activities	1,043,772	5,440,330	16,021,118	7,107,261	6,140,622	4,609,096	486,574	3,175,102	14,146,241	27,137,030
Total primary government	$ 44,172,991	$ 21,320,555	$ 35,182,609	$ 14,800,474	$ 14,445,373	$ 14,564,059	$ 11,098,282	$13,786,810	$ 29,561,538	$ 70,235,491

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)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General Fund										
Nonspendable	$ 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	$ 5,273,139
Restricted	-	-	-	-	-	-	-	-	-	6,758,239
Committed	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	17,364,162
Assigned	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	31,037,869
Unassigned	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	26,610,167
Total general fund	$ 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	$ 87,043,576
All Other Governmental Funds										
Nonspendable	$ -	$ 3,580	$ 510,525	$ 540,789	$ 537,935	$ 521,482	$ 589,503	$ 613,264	$ 3,000	$ 3,000
Restricted	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	204,557,782
Committed	-	-	980,960	1,583,505	2,597,943	2,597,943	2,597,943	2,597,943	2,907,557	-
Unassigned	-	(157,775)	(66,518)	(337,703)	-	-	-	-	(454,071)	-
Total all other governmental funds	$ 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	$ 204,560,782

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)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Revenues										
Property Taxes and special assessments (1)	$ 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	$ 90,363,551
Sales taxes	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	39,115,790
Licenses and permits	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	7,781,680
Intergovernmental	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	29,593,690
Contributions from outside sources	1,492,046	3,360,435	12,763,436	3,668,666	1,735,332	395,011	625,103	605,984	1,574,485	2,734,331
Fines and forfeitures	404,562	382,735	472,063	522,198	480,714	12,837,128	444,025	394,263	345,344	483,035
Charges for current services	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	27,281,067
Use of money and property	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	18,427,802
Miscellaneous	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	5,431,797
Total revenues	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	221,212,743
Expenditures										
General government	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	18,452,570
Fire	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	28,623,034
Police	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	49,345,701
Public Works	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	21,368,129
Community Development	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	22,463,395
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	3,731,240
Library	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	7,743,170
Redevelopment	-	-	-	-	-	-	-	-	-	-
Capital outlay	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	26,902,091
Debt service funds:										
Principal	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	4,657,812
Interest and fiscal charges	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	3,229,507
Issuance cost	-	-	-	-	407,260	-	-	-	-	-
Total Expenditures	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	186,516,649
Excess of Revenues over (under) expenditures	$ 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	$ 34,696,094

(1) VLF Comp revenue reclassified to Property tax in FY 2024-25. Previously reported under Intergovernmental.

(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)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Other Financing Sources (Uses)										
Proceeds from long term debt	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 41,558,955	$ -	$ -
Payment to refunded bond escrow agent	-	-	-	-	(51,296,699)	-	-	-	-	-
Refunding bonds issued	-	-	-	-	42,932,418	-	-	-	-	-
Premium on refunding bonds issued	-	-	-	-	7,922,280	-	-	-	-	-
Transfers in	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	8,314,202
Transfers out	(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)	(26,772,300)
Total other financing sources (uses)	(408,128)	(202,737)	(12,037,115)	(1,442,676)	(765,791)	(1,767,363)	(1,767,367)	(1,767,367)	(7,451,000)	(18,458,098)
Net change in fund balances	$ 34,465,920	$ 17,414,645	$ 15,057,519	$ (14,057,774)	$ 4,868,219	$ 13,273,334	$ (16,975,824)	$ (16,975,824)	$ 7,278,385	$ 16,237,996
Debt service as a percentage of noncapital expenditures	6.6%	4.8%	3.8%	3.0%	3.5%	1.2%	3.6%	5.4%	5.5%	4.9%

City of Livermore
Taxable Sales by Category
Last Ten Fiscal Years

TAXABLE SALES BY CATEGORY *
LAST TEN CALENDAR YEARS
(In thousands)

Business Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Apparel Stores	$ 374,135	$ 463,533	$ 481,639	$ 518,984	$ 534,128	$ 272,264	$ 446,379	$ 491,940	$ 520,827	$ 520,290
General Merchandise	237,252	239,903	248,531	256,781	264,587	231,840	267,865	292,341	280,798	270,512
Food Stores	43,382	44,270	44,271	45,206	44,334	48,146	46,423	47,106	46,902	46,708
Eating and Drinking Places	176,523	193,331	200,835	209,541	217,431	161,627	218,223	247,799	259,776	270,484
Building Materials	211,876	223,778	242,577	263,116	244,488	252,777	295,803	314,489	283,187	253,896
Auto Dealers and Supplies	447,076	454,236	468,415	469,931	512,168	402,481	415,633	433,801	397,048	369,440
Service Stations	160,878	150,389	168,825	199,928	193,527	135,983	190,717	227,080	208,246	204,386
Other Retail Stores	208,524	218,332	218,677	227,634	225,905	183,504	213,529	233,459	229,130	217,865
All Other Outlets	575,804	579,353	715,998	767,406	773,622	741,580	845,784	1,703,226	1,705,814	1,814,241
Total	**$ 2,435,450**	**$ 2,567,125**	**$ 2,789,768**	**$ 2,958,527**	**$ 3,010,190**	**$ 2,430,202**	**$ 2,940,356**	**$ 3,991,241**	**$ 3,931,728**	**$ 3,967,822**

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)	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
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%	2.25%	2.25%	2.25%	2.25%	2.25%	3.25% (b)	3.25%	3.25%	3.25%
State of California	6.25%	6.00% (a)	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
Total Rate	**9.50%**	**9.25%**	**9.25%**	**9.25%**	**9.25%**	**9.25%**	**10.25%**	**10.25%**	**10.25%**	**10.25%**

(a) FY 2016-17 State rate was reduced by 0.25%
(b) 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	
2024	**2015**
Audi Livermore	Alere Home Monitoring
Bauer Compressors	Coach
Coach	Costco
Computacenter Fusionstorm	Harris Rebar
Costco	Home Depot
Gillig	JA Momaney Services
Gucci Outlet	Kate Spade
Home Depot	Livermore Ford/Lincoln/Alfa/Maserati
JA Momaney Services	Livermore Honda
Jifco	Livermore Toyota
Land Rover Jaguar Livermore	Lowes
Livermore Ford/Lincoln/Alfa/Maserati	Macpherson Western Tool Supply
Livermore Honda	Mobile Modular Management Corp
Livermore Subaru	Nike
Livermore Toyota	Porsche Livermore
Lowes	Prada
Mobile Modular Management Corp	Quik Stop Market
Porsche Livermore	Ralph Lauren
Safeway	Safeway
Safeway Fuel	Safeway Fuel
Target	Target
Total Industries	Tommy Hilfiger
US Foodservice	US Food Service
Walmart	Walmart
Waxie Sanitary Supply	Waxies

Source: HdL Company

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*
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%
2024-2025	25,471,975,946	27,492,442	1,109,633,345	26,609,101,733	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

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
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	0.0404	0.0886	0.0803	0.0771	0.0743	0.0691	0.0706	0.0638	0.054	0.0475
Chabot Las Positas	0.0198	0.0246	0.0445	0.0443	0.0422	0.0214	0.0458	0.0388	0.0416	0.0393
Pleasanton Unified School District	0.0239	0.0224	0.0672	0.0640	0.0642	0.0580	0.0435	0.0422	0.0828	0.0805
Zone 7 Flood Control	0.0343	0.0333	0.0359	0.0332	0.0309	0.0309	0.0307	0.0279	0.0267	0.0243
Bay Area Rapid Transit	0.0026	0.0080	0.0084	0.0070	0.0120	0.0139	0.0060	0.014	0.0134	0.0148
East Bay Regional Park	0.0067	0.0032	0.0021	0.0057	0.0060	0.0014	0.0020	0.0058	0.0057	0.0013
County General Obligation Bond	-	-	-	0.0112	0.0108	0.0036	0.0041	0.0103	0.0088	0.0089
Total Direct and Overlapping Rate	1.1277	1.1801	1.2384	1.2425	1.2404	1.1983	1.2027	1.2028	1.2330	1.2166

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.

Principal Property Taxpayers
Current Year and Nine Years Ago

Taxpayer	2025 Taxable Assessed Value Secured/ Unsecured	2025 Rank	2025 Percentage of Total City Taxable Assessed Value	2016 Taxable Assessed Value Secured/ Unsecured	2016 Rank
Westcore Bravo Livermore LLC	$ 326,749,900	1	1.22%		
Livermore Premium Outlets LLC	241,542,110	2	0.90%	155,040,641	1
Form Factor Inc	164,791,263	3	0.61%	45,161,833	8
Longfellow Logistics Center LLC	145,817,840	4	0.54%		
Lam Research Corporations	131,586,206	5	0.49%		
Kaiser	129,359,267	6	0.48%	110,098,881	2
Arkay Properties LLC	113,740,948	7	0.42%		
Livermore Multifamily Owner LLC	104,259,603	8	0.39%		
Pool 2 Industrial California LLC	95,925,399	9	0.36%		
Raintree Ironwood LLC	86,632,839	10	0.32%	73,989,792	3
Valley Care Senior Housing Inc				53,316,237	4
3055 Livermore Owner LLC				52,626,490	5
Sequoia Equities Mill Springs				47,730,759	6
Marathon Drive Buildings LLC				45,731,826	7
Sutter Health				42,360,703	9
BTMU Capital Leasing and Finance Inc				40,068,346	10
	$ 1,540,405,375		5.73%	$ 666,125,508	

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		
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
2025	46,069,054	45,378,219	98.50%	690,835	502,166

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 in each fiscal year.

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	Financed Purchases	State Loan	Financed Purchases and SBITA	Total Primary Government	Percentage of Personal Income [1]	Per Capita
2016	$ 60,193,384	$ 2,566,738	$ 11,330,801	$ 14,186,182	$ -	$ -	$ 619,257	$ 88,896,362	2.5%	$ 1,009
2017	56,386,950	2,440,343	10,300,691	13,003,050	-	-	512,946	82,643,980	2.2%	922
2018	53,758,606	1,793,715	9,152,150	12,336,394	-	-	392,972	77,433,837	2.0%	847
2019	54,295,394	1,667,320	8,189,116	8,429,606	-	-	321,293	72,902,729	1.7%	801
2020	50,854,698	1,540,562	7,563,146	7,783,689	-	-	296,702	68,038,797	1.5%	741
2021	50,270,524	1,417,955	6,883,846	7,697,470	-	-	270,016	66,539,811	1.4%	729
2022	46,998,880	818,197	6,148,494	7,213,722	-	-	241,127	61,420,420	1.2%	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	176,292	-	508,514	93,918,620	1.6%	1,107
2025	75,698,765	275,922	3,577,039	5,661,722	140,107	-	5,661,722	91,015,277	1.5%	1,060

Note: Details regarding the city's outstanding debt can be found in the footnotes.

[1] Personal income is income for Alameda County.

EXHIBIT A

City of Livermore
Direct and Overlapping Governmental Activities Debt
June 30, 2025

Direct and Overlapping Governmental Activities Debt
As of June 30, 2025

City Assessed Valuation, net of exemptions	$ 26,725,528,533
Redevelopment Agency Incremental Valuation*	-
Total Assessed Valuation	$ 26,725,528,533

Governmental Unit	Percentage Applicable [1]	Outstanding Debt 6/30/25	Estimated share of Overlapping Debt
Overlapping Debt Repaid with Property Taxes:			
Alameda County	6.354%	$ 478,925,000	$ 30,430,895
Bay Area Rapid Transit District	2.551%	2,391,260,000	61,001,043
Chabot-Las Positas Community College District	15.453%	892,445,000	137,909,526
Livermore Valley Joint Unified School District	93.854%	220,800,000	207,229,632
East Bay Regional Park District	0.079%	145,930,000	115,285
City of Livermore Community Facilities District No. 99-1	100.000%	7,185,000	7,185,000
City of Livermore Community Facilities District No. 2009-1 I.A. No. 1	100.000%	15,296,597	15,296,597
City of Livermore Community Facilities District No. 2009-1 I.A. No. 2	100.000%	3,991,034	3,991,034
City of Livermore Community Facilities District No. 2009-1 I.A. No. 3	100.000%	2,186,922	2,186,922
City of Livermore Community Facilities District No. 2016-2	100.000%	7,415,000	7,415,000
City of Livermore 1915 Act Bonds	100.000%	1,613,667	1,613,667
CA Statewide Communities Development Authority Assessment District Bonds	100.000%	16,915,486	16,915,486
Total overlapping debt repaid with property taxes		4,183,963,706	491,290,087
Overlapping Other Debt:			
Alameda County Gen. Fund Obligations & Coliseum Authority	6.354%	622,687,500	39,565,564
Tax Increment Debt (Successor Agency)	100.000%	12,745,000	12,745,000
Total overlapping other debt		635,432,500	52,310,564
Total overlapping debt		$ 4,819,396,206	543,600,651
Leases, SBITAs and other			1,742,320
City of Livermore Certificate of Participation			75,125,001
City of Livermore Notes & Loans			275,922
City of Livermore Financial Purchase			3,717,146
Total gross direct debt			80,860,389
Less: City of Livermore Obligations Supported by Rate Payers' Fees			(5,016,812)
Less: City of Livermore Obligations Funded by Grants Revenues			(6,865,922)
Total net direct debt			68,977,655
Total direct and overlapping debt			$ 612,578,306

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	$26,264,328,578
Government Code Sec. 43605 Debt Limit 15% of Assessed Valuation	3,939,649,287
Amount of debt applicable to the limit	
Legal debt margin	3,939,649,287
Percent of debt limit authorized and issued	0.00%

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Debt limit	$ 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	$ 3,939,649,287
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	$ 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	$ 3,939,649,287
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
2015	88,138	3,573,663	40,546	6.2%
2016	89,648	3,675,152	40,995	2.9%
2017	91,411	3,883,413	42,482	2.3%
2018	91,039	4,226,619	46,426	2.5%
2019	91,861	4,493,228	48,913	2.5%
2020	91,216	4,916,696	53,901	7.2%
2021	86,149	5,313,309	61,675	4.6%
2022	84,793	5,501,069	64,876	2.6%
2023	84,828	5,923,392	69,828	3.3%
2024	85,899	6,112,114	71,154	3.9%

Note:

1. Data Source: HdL Company

Population Demographics[1]		
Age	**Number**	**Percent of Population**
Under 5 years	3,510	4.1%
5 to 9 years	7,303	8.6%
10 to 14 years	4,798	5.7%
15 to 19 years	4,895	5.8%
20 to 24 years	3,848	4.5%
25 to 29 years	3,981	4.7%
30 to 34 years	5,859	6.9%
35 to 39 years	5,006	5.9%
40 to 44 years	8,583	10.1%
45 to 49 years	6,415	7.6%
50 to 54 years	5,095	6.0%
55 to 59 years	6,733	7.9%
60 to 64 years	5,249	6.2%
65 to 69 years	3,637	4.3%
70 to 74 years	2,895	3.4%
75 to 79 years	3,124	3.7%
80 to 84 years	2,505	3.0%
85 years and over	1,413	1.7%
Total Population	84,849	100.0%

Note:

[1] Data Source: United States Census Bureau (population estimates for year 2023)

City of Livermore
Principal Employers
Current Year and Nine Years Ago

Principal Employers Current Year and Nine Years Ago						
	2025			2016		
Employer	Employees	Rank	Percentage of Total City Employment *	Employees	Rank	Percentage of Total City Employment *
Lawrence Livermore National Lab	9,749	1	16.91%	5600-6000	1	12.54%
Sandia National Lab	2,067	2	3.59%	1000-1400	2	2.55%
Livermore Valley Joint Unified School District	1,401	3	2.43%	1200-1300	3	2.66%
GILLIG	1,198	4	2.08%			
FormFactor	920	5	1.60%			
Kaiser Permanente	825	6	1.43%	1000-1100	4	2.23%
City of Livermore	535	7	0.93%	400-500	9	0.96%
Lam Research	474	8	0.82%			
Topcon Positioning	410	9	0.71%			
US Foods	360	10	0.62%	400-500	8	0.96%
Comcast						
Wente				900-100	5	2.02%
RGW Construction				600-800	6	1.49%
Livermore Area Recreation and Parks District				500-700	7	1.28%
Valley Care Health Systems				400-500	10	0.96%
			31.12%			27.65%

* 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	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General government										
Administrative Services [1,2,3]	32.50	33.50	35.50	39.25	38.25	39.25	39.25	35.25	37.25	37.25
City Manager [3]	7.00	6.00	7.00	7.00	7.00	7.00	7.00	12.00	13.00	13.00
City Attorney	8.50	8.50	8.50	8.50	9.00	9.00	9.00	9.00	10.00	10.00
Police [2]	141.75	142.75	141.75	145.00	145.50	145.50	145.50	147.25	148.25	151.25
Public Works	41.45	43.80	43.80	45.50	45.50	45.50	45.50	45.50	45.50	46.50
Community Development	60.50	64.50	66.50	66.50	68.50	68.50	67.50	67.50	70.50	72.50
Economic Development	3.00	3.00	3.00	3.00	4.00	4.00	4.00	4.00	4.00	5.00
Library	28.00	27.00	27.00	27.00	27.35	27.35	27.35	27.88	27.88	29.38
Airport	8.00	8.00	8.00	8.00	8.50	8.50	8.50	8.50	8.50	8.50
Water	15.00	13.75	13.75	10.00	11.00	10.00	10.00	10.00	10.00	10.00
Sewer	48.50	49.50	49.50	49.50	49.50	50.50	50.50	51.50	52.50	52.00
Las Positas Golf Course	0.80	0.70	0.70	-	-	-	-	-	-	-
Total	395.00	401.00	405.00	409.25	414.10	415.10	414.10	418.38	427.38	435.38

Notes:

1. Starting in FY17, includes City Clerk employees. Prior years' data is added to Administrative Services for comparison purposes.
2. Starting in FY18, two Police Information Technology employees are included in Administrative Services.
3. 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	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol units	58	59	63	61	63	61	65	64	65	69
Fire stations	5	5	5	5	5	5	5	5	5	5
Public Works										
Streets (centerline miles)	308	306	308	308	308	308	310	360	360	360
Streetlights	7,382	7,500	7,500	7,500	7,500	7,500	7,526	10,212	10,212	10,212
Traffic Signals	105	106	106	106	108	114	112	114	114	114
Enhanced Crosswalks	15	17	17	17	22	24	24	24	29	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	151	162	162	162	163	163	163	168
Recycled water	21	21	21	20	20	20	20	20	20	20
Fire hydrants	1,495	1,516	1,548	1,550	1,559	1,567	1,567	1,568	1,568	1,575
Fire hydrants (recycled)	122	122	121	120	120	120	120	125	125	125
Wastewater										
Sanitary sewers (miles)	297	297	302	304	304	304	304	305	305	305
Storm sewers (miles)	214	214	224	226	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.

City of Livermore
Operating Indicators by Function/Program
Last Ten Fiscal Years

Operating Indicators by Function/Program
Last Ten Fiscal Years [1]

Function/Program	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Police										
Physical arrests	2,781	2,278	3,034	3,502	2,922	2,168	1,726	1,712	1,447	1,558
Parking violations	1,708	2,021	2,269	2,819	2,736	1,482	1,431	1,000	1,775	2,937
Traffic violations	5,142	4,540	5,344	8,620	8,576	5,531	4,060	3,425	3,282	3,243
Fire										
Emergency responses [5]	7,233	7,620	7,539	7,536	7,610	7,700	8,329	16,577	16,597	16,047
Fires extinguished	210	210	227	218	239	322	291	454	500	543
Inspections [1]	1,195	1,411	1,013	810	839	849	605	568	609	792
Annual fire inspection program	541	624	674	602	712	74	545	986	1,215	712
Public Works										
Street resurfacing (centerline miles)	3.3	-	-	-	3.6	1.4	-	-	5.3	6.5
Potholes repaired	504	1,347	969	1,152	858	639	700	2,030	1,193	1,332
Maintenance of Landscaping (acres)	329	330	334	338	340	350	350	350	350	350
Library										
Volumes in collection	281,469	276,849	268,154	267,319	266,803	270,155	275,662	268,964	214,855	215,155
Total volumes borrowed	762,939	762,304	753,072	760,960	540,073 [4]	249,348 [4]	685,183	873,274	947,630	1,039,412
Community Development										
Building permits issued	NA	3,694	4,086	3,755	3,729	5,948	-	4,663	5,201	6,200
Water										
New connections	200	232	120	89	57	27	1	3	20	21
Water mains breaks	3	3	-	-	-	-	-	1	-	1
Other water breaks & leaks	18	19	16	30	17	31	29	22	19	15
Average Daily Consumption										
Potable water (millions of gallons)	4.10	4.40	4.80	5.20	5.40	5.50	5.40	4.80	4.90	5.30
Recycled water (millions of gallons)	2.02	1.70	1.84	1.91	1.88	2.00	1.85	1.40	1.30	1.40
Peak daily consumption - potable (millions of gallons)	8.80	9.00	9.50	10.10	10.20	10.40	10.30	9.50	9.90	10.00
Wastewater										
Average daily sewage treatment (millions of gallons)	5.90	5.80	5.80	5.60	5.50	5.50	5.30	5.30	5.30	5.60
New connections	659	311	385	347	200	286	96	231	123	682
Municipal Airport										
Number of tenant aircraft	503	507	512	495	487	497	466	454	466	465
Total landings & takeoffs	121,050	117,834	146,988	156,405	148,568	170,707	195,952	184,527	183,190	187,597
Gallons of fuel pumped	281,288	- [2]	- [2]	- [2]	- [2]	- [2]	- [2]	- [2]	- [2]	- [2]	-
Las Positas Municipal Golf Course										
Rounds Played	66,711	58,982	61,418	N/A [3]	N/A [3]	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.
(5) For fiscal year 2022 and prior, emergency responses were reported for Livermore only. Starting in fiscal year 2023, it is reported for all LPFD.
NA Data not available.
Source: Various city departments.

Water and Sewer Rates
For Year Ended June 30, 2025

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, 2025. 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 $95.05.

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)	$23.88	$30.61	$54.49
3/4" (0.75)	31.57	45.92	77.49
1" with Fire Line	23.88	30.61	54.49
1"	46.94	76.53	123.47
1 1/2" Displacement	85.38	153.05	238.43
1 1/2" Turbine	100.75	183.66	284.41
2" Displacement	131.50	244.88	376.38
2" Turbine	154.56	290.80	445.36
3" Turbine	342.90	665.77	1,008.67
4" Turbine	585.03	1,147.88	1,732.91
6" Turbine	1,238.42	2,448.80	3,687.22
8"	2,160.86	4,285.40	6,446.26
10"	3,237.03	6,428.10	9,665.13
5/8" Fire Line	1.31	exempt	1.31
3/4" Fire Line	1.56	exempt	1.56
1" Fire Line	20.80	exempt	20.80
1 1/2" Fire Line	3.11	exempt	3.11
2" Fire Line	4.14	exempt	4.14
3" Fire Line	6.20	exempt	6.20
4" Fire Line	8.26	exempt	8.26
6" Fire Line	12.38	exempt	12.38
8" Fire Line	16.5	exempt	16.5
10" Fire Line	20.62	exempt	20.62

Sewer

Residential

	Billing Type	Monthly Charge
Single Family	per Dwelling Unit	$71.65
Multi-Family	per Dwelling Unit	58.63

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.	5.06	5.57
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, 2025

Water	Sewer

Water Usage Cost Per Unit:

	City Distribution Cost	Zone 7 Wholesale Cost	Total Variable Cost
Residential:			
Single Family:			
Tier 1 (1-7 Units)	$1.43	$2.44	$3.87
Tier 2 (8+ Units)	2.05	2.44	4.49
Multi-Family	1.66	2.44	4.10
Commercial, Institution, Hydrant (potable) & Public Agency:			
All Units	1.63	2.44	4.07
Irrigation			
All Units	1.84	2.44	4.28
Recycled Water:			
All Units	2.8	-	2.77

[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.

Livermore Sewer System
Revenues by Class of User
Fiscal Year 2024-25

User Class	Fiscal Year Revenues	Percentage of Revenues
Residential	$ 27,360,043	83.9%
Commercial/Industrial	5,249,618	16.1%
Total	$ 32,609,661	100%

Sewer Connection Fees City of Livermore	
Effective Date	July 1, 2025
Residential	
Single Family	$ 8,333.03
Multi-Family	
Studio	$ 4,397.99
One Bedroom	4,953.53
Two Bedroom	6,388.66
Three Bedroom	7,268.26
Four Bedroom	8,333.03
Commercial (BOD & SS = 285 mg/L, unless otherwise shown)	
Auto Repair	$ 5.09
Assembly Facilities	6.94
Eating/drinking w/o cooking	16.20
Gas Stations	21.76
General Use	1.85
Gyms, Health Clubs	13.89
Hotels, Motels (excluding dining facilites)	6.94
Markets	8.80
Mixed use	4.63
Medical/Dental Office/Clinic	10.18
Restaurants	37.52
Warehouse	0.46
Industrial	
F = Flow cost $/gpd	$ 35.85
B = BOD cost $/lb-day	3,118.80
S = SS cost $/lb-day	1,269.56

Livermore Sewer System
Number of Dwelling Unit Equivalents and Connections
by Classification of User
As of June 30, 2025

User Type	Flow/Volume in mg	DUEs	Connections
Single Family Residential	1,044	24,375	24,375
Condominiums/Multiple Family Residential	304	7,096	9,215
Commercial/Institutional	609	11,732	1,072
Total Users	1,957	43,203	34,662

City of Livermore

Sewer System – Summary of Historical Operating Results

Fiscal Year Ended June 30

Summary of Historical Operating Results [1]
Fiscal Year Ended June 30

	Audited 2016	Audited 2017[5]	Audited 2018	Audited 2019	Audited 2020	Audited 2021	Audited 2022	Audited 2023	Audited 2024	Audited 2025
Gross Revenues										
Charges for services	$ 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	$ 32,609,661
Connection Fees	3,677,231	1,834,854	2,477,971	2,311,224	1,341,958	1,966,329	689,915	518,366	980,656	5,868,851
Investment Income (Loss)	834,666	178,872	395,756	1,783,751	1,955,582	234,858	(2,091,441)	222,433	3,335,826	4,580,932
Other Revenue[3]	59,991	50,147	33,205	20,806	32,390	73,041	53,414	63,271	43,764	149,803
Total Gross Revenues	23,473,620	22,452,340	24,248,635	27,036,124	27,833,118	27,775,162	26,297,993	30,365,571	35,331,384	43,209,247
Maintenance & Operations Costs[2]	17,392,930	15,784,287	15,982,653	18,020,641	18,480,604	17,778,653	17,565,418	18,471,830	20,482,646	23,581,613
LAVWMA Net Revenues	6,080,690	6,668,053	8,265,982	9,015,483	9,352,514	9,996,509	8,732,575	11,893,741	14,848,738	19,627,634
Share of LAVWMA Debt Service										
Rehabilitation Project	973,711	973,985	974,289	973,970	974,183	974,244	910,398	808,700	809,235	808,846
Expansion Project	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	1,040,932
Total LAVWMA Debt Service	$ 2,226,814	$ 2,227,440	$ 2,228,136	$ 2,227,406	$ 2,227,893	$ 2,228,032	$ 2,082,021	$ 2,082,021	$ 1,850,668	$ 1,849,778
LAVWMA Debt Service Coverage	2.73	2.99	3.71	4.05	4.20	4.49	4.19	5.71	8.02	10.61
Net Revenues Available after Obligations/LAVWMA	$ 3,853,876	$ 4,440,613	$ 6,037,846	$ 6,788,077	$ 7,124,621	$ 7,768,477	$ 6,650,554	$ 9,811,720	$ 12,998,070	$ 17,777,856

[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, 2025

SCHEDULE OF INSURANCE AS OF JUNE 30, 2025

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	7/1/24-6/30/25
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	7/1/24-6/30/25
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	7/1/24-6/30/25
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	7/1/24-6/30/25
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	7/1/24-6/30/25
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	7/1/24-6/30/25
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	7/1/24-6/30/25
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	7/1/24-6/30/25
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	7/1/24-6/30/25
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	7/1/24-6/30/25
	APIP	Coverage is on a replacement cost basis.	APIP - 35-JPA/Pools 2	$375,000,000 xs $25,000,000	7/1/24-6/30/25
*Boiler and Machinery included in property program	APIP/ Travelers Boiler & Machinery A++:XV		APIP 35-JPA/Pools 2 Travelers	$100,000,000	7/1/24-6/30/25
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	7/1/24-6/30/25
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)	7/1/24-6/30/25
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	7/1/24-6/30/25
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.	7/1/24-6/30/25
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	7/1/24-6/30/25

City of Livermore
Schedule of Insurance
June 30, 2025

SCHEDULE OF INSURANCE AS OF JUNE 30, 2025

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	7/1/24-6/30/25
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	7/1/24-6/30/25
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.	7/1/24-6/30/25
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	7/1/24-6/30/25
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	7/1/24-6/30/25
		Covers all employees statutorily required to maintain bonding.		Coverage is $500,000 per loss	
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	7/1/24-6/30/25
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	7/1/24-6/30/25
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	7/1/24-6/30/25
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)	7/1/24-6/30/25
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	7/1/24-6/30/25

City of Livermore

Redevelopment Project – Historical Tax Revenues

Last Ten Fiscal Years

Redevelopment Project Historical Tax Revenues ($ in 000s)									
Category	**FY2016-17**	**FY2017-18**	**FY2018-19**	**FY2019-20**	**FY2020-21**	**FY2021-22**	**FY2022-23**	**FY2023-24**	**FY2024-25**
Secured Assessed Values	$ 669,403	$ 724,912	$ 758,981	$ 791,095	$ 822,520	$ 850,789	$941,341	$1,071,387	$1,088,381
Unsecured Assessed Values	53,829	50,958	45,926	35,085	51,529	62,775	87,831	31,993	76,164
Total Assessed Values	723,232	775,870	804,907	826,180	874,049	913,564	1,029,172	1,103,380	1,164,545
Percentage Change	10.67%	7.28%	3.74%	2.64%	5.79%	4.52%	17.75%	20.78%	13.15%
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	653,272	705,810	734,848	756,120	803,990	844,092	959,112	1,033,320	1,094,485
Gross Tax Increment Revenue	6,875	7,445	7,581	7,803	8,121	8,451	9,591	10,333	10,945
Unitary Tax Revenues	20	27	33	34	34	295	51	58	69
Gross Revenues	6,895	7,472	7,614	7,837	8,155	8,746	9,642	10,391	11,014
Adjustments to Gross Revenues:									
County Administrative Fees	47	49	58	52	54	53	56	57	46
Sections 33676 Payments	3	3	3	3	3	3	3	3	3
Tax Revenues	$ 6,845	$ 7,420	$ 7,553	$ 7,782	$ 8,098	$ 8,690	$ 9,583	$ 10,331	$ 10,965
Negotiation Pass-Through Payments	1,200	1,297	1,314	1,358	1,410	1,469	1,608	1,828	1,832
Statutory Pass-Through Payments	375	450	451	498	542	643	793	891	972
Net Tax Increment Revenues	$ 5,270	$ 5,673	$ 5,788	$ 5,926	$ 6,146	$ 6,578	$ 7,182	$ 7,612	$ 8,161

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 2024-25 Assessed Value	% of Total Assessed Value	% of Incremental Value
Livermore Mutifamily Owner LLC	Residential	$ 104,259,603	8.95%	9.53%
Sequoia Equities Mill Springs	Residential	56,261,476	4.83%	5.14%
Vinters Square LLC	Commercial	50,563,440	4.34%	4.62%
ValleyCare Senior Housing Inc.	Residential	44,202,250	3.80%	4.04%
Hospital Comm Livermore Pleas Areas	Commercial	36,731,900	3.15%	3.36%
Comcast of California	Unsecured	35,536,699	3.05%	3.25%
Maroon Bear LP	Commercial	34,576,112	2.97%	3.16%
35 Fenton Street LLC (1)	Commercial	24,507,600	2.10%	2.24%
Serra LLC (1)	Commercial	16,537,980	1.42%	1.51%
Stanford Health Care Tri-Valley	Commercial	15,131,894	1.30%	1.38%
Top Ten Total		**$ 418,308,954**	**35.92%**	**38.22%**
Total FY 2024-25 Assessed Valuation		**$ 1,164,545,443**	**100.00%**	
Total FY 2024-25 Incremental Assessed Valuation		**$ 1,094,485,386**		**100.00%**

Source: The HDL Companies

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 2020-21 to FY 2024-25

Total Appeals Filed	No. of Resolved Appeals	No. of Successful Appeals	Average AV Reduction	No. of Appeals Pending	Value of Appeals Pending
36	17	2	26.70%	19	$236,928,826

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	11,022,774	(44,364)	(1,632)	10,976,778	2,030,219	5.41
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 2024-25 are based on actual
2) FY 2025-26 and on are the projections set forth in the official statement

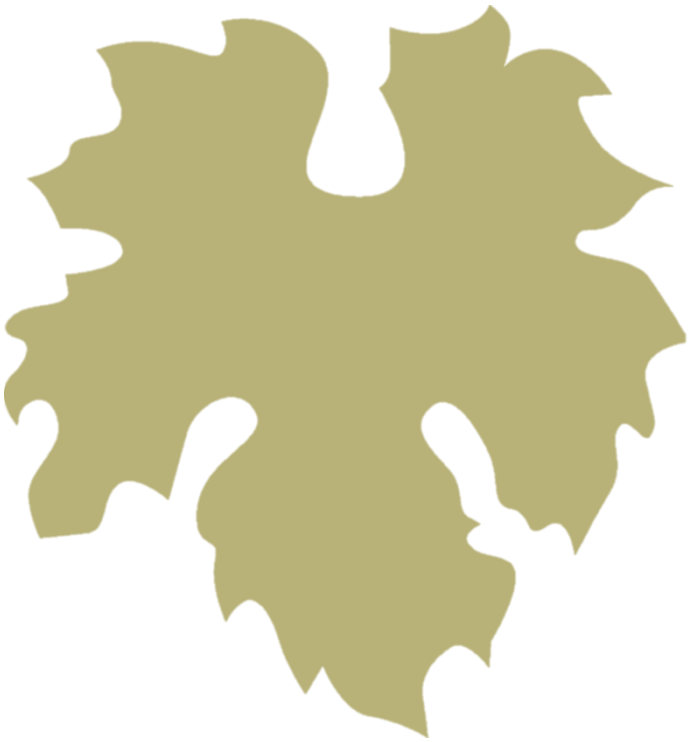
CITY OF
LIVERMORE
CALIFORNIA



CITY OF LIVERMORE

ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE B FUNDS
FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2025



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE B FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Table of Contents

Page

Independent Auditor's Report 1

Financial Statements:

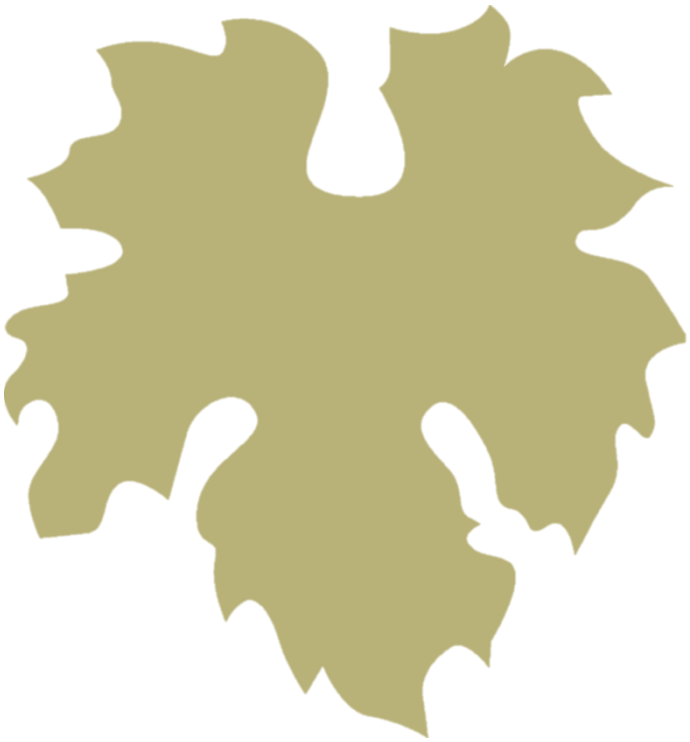
Balance Sheet 4

Statement of Revenues, Expenditures and Changes in Fund Balances 5

Notes to Financial Statements 6

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.....8

Independent Auditor's Report on Measure B Compliance.....10



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, 2025, and the related notes to the 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 Measure B Funds of the City of Livermore, as of June 30, 2025, 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, 2025, 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

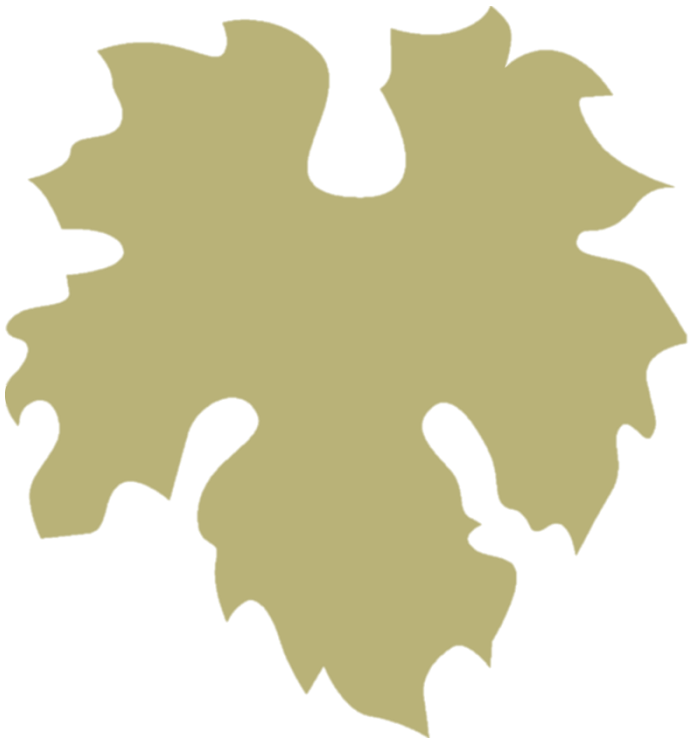
Management has omitted management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic 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, 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 the City's internal control over financial reporting and compliance.

Eide Bailly LLP

Menlo Park, California
December 31, 2025



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE B FUNDS

BALANCE SHEET
As of June 30, 2025

	Bicycle and Pedestrian	Local Streets and Roads	Totals
ASSETS			
Cash and Investments	$ 14,374	$ 31,899	$ 46,273
Total Assets	$ 14,374	$ 31,899	$ 46,273
LIABILITIES			
Accounts Payable	$ 14,374	$ 31,899	$ 46,273
Total Liabilities	14,374	31,899	46,273
FUND BALANCES			
Restricted for Measure B Programs and Projects	-	-	-
Total Fund Balances	-	-	-
Total Liabilities & Fund Balances	$ 14,374	$ 31,899	$ 46,273

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, 2025

	Bicycle and Pedestrian	Local Streets and Roads	Totals
REVENUES			
Measure B Direct Local Distribution			
Program Revenue			
Interest and Investment Income	$ 21,699	$ 79,629	$ 101,328
Total Program Revenues	21,699	79,629	101,328
EXPENDITURES			
Measure B Direct Local Distribution			
Expenses-Current			
General Government	795	34,724	35,519
Construction	458,996	1,567,317	2,026,313
Total Program Expenditures	459,791	1,602,041	2,061,832
REVENUES OVER (UNDER) EXPENDITURES/ NET CHANGE IN FUND BALANCE	(438,092)	(1,522,412)	(1,960,504)
FUND BALANCES			
Beginning Fund Balance	438,092	1,522,412	1,960,504
Ending Fund Balance	$ -	$ -	$ -

See accompanying notes to financial statements.

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE B FUNDS
FOR THE YEAR ENDED June 30, 2025

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, 2025

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.

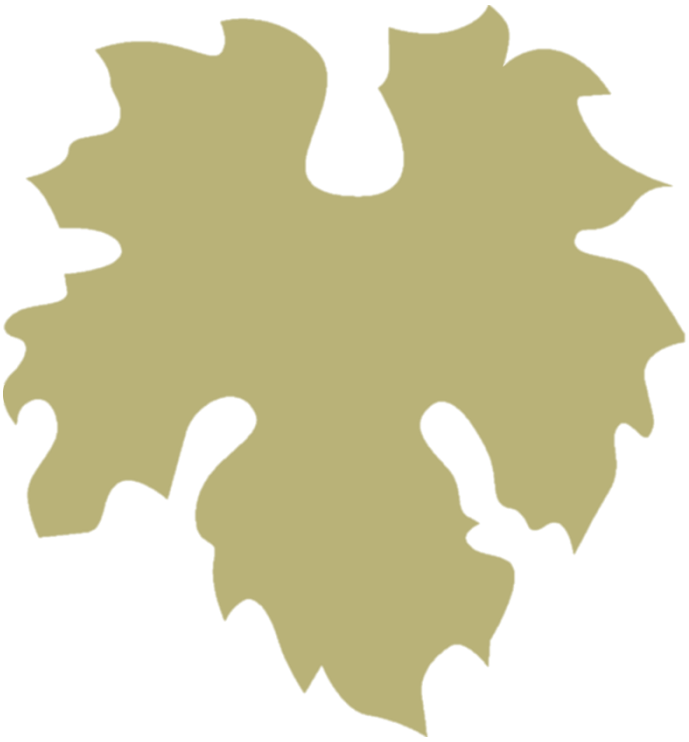
NOTE 3 – MEASURE B PROGRAM

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.



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 *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, 2025, and have issued our report thereon dated Report December 31, 2025.

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, 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*.

4040 Campbell Ave., Ste. 200 • Menlo Park, CA. 94025-1053 • **T** 650.522.3400 • **F** 650.645.7393 • EOE

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, 2025

Independent Auditor's Report

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, 2025.

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, 2025.

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.

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 City'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

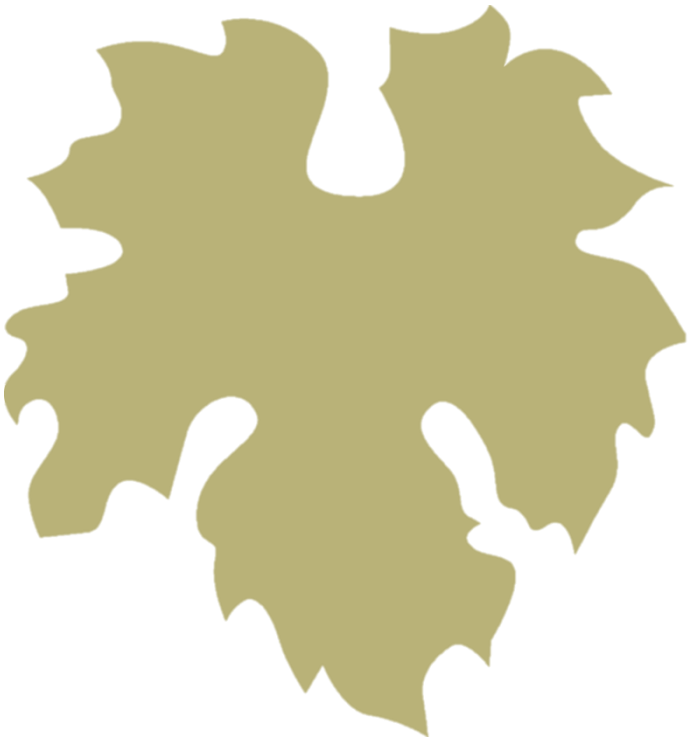
Menlo Park, California
December 31, 2025



CITY OF LIVERMORE

ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB FUNDS
FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2025



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Table of Contents

Page

Independent Auditor's Report 1

Financial Statements:

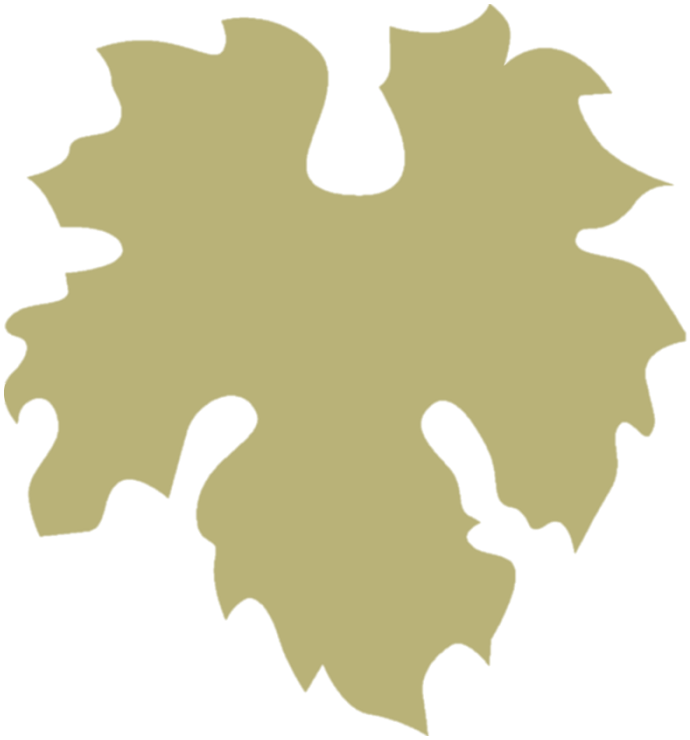
Balance Sheet 4

Statement of Revenues, Expenditures and Changes in Fund Balances 5

Notes to Financial Statements.....6

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.....8

Independent Auditor's Report on Measure BB Compliance 10



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, 2025, and the related notes to the 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 Measure BB Funds of the City of Livermore, as of June 30, 2025, 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, 2025, 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

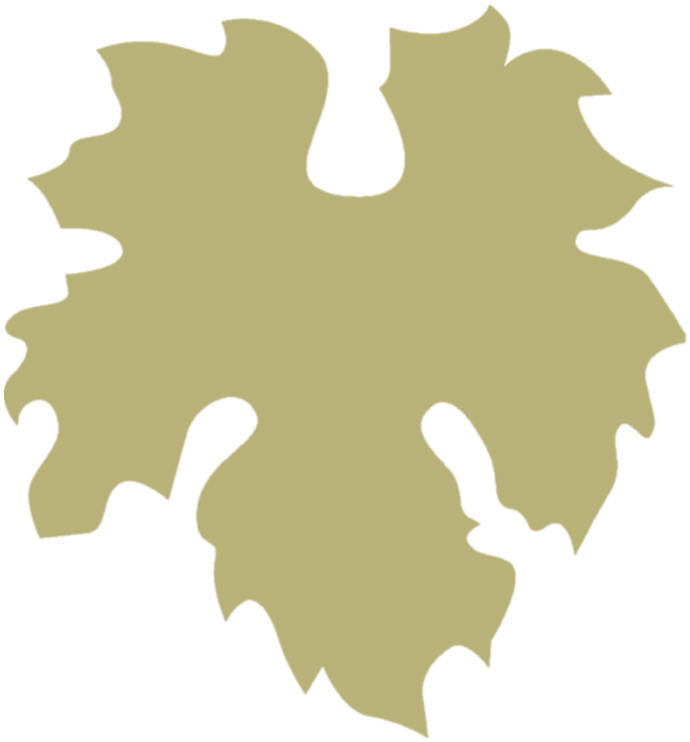
Management has omitted management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic 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, 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 the City's internal control over financial reporting and compliance.

Eide Bailly LLP

Menlo Park, California
December 31, 2025



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB FUNDS

BALANCE SHEET
As of June 30, 2025

	Bike and Pedestrian	Local Streets and Roads	Total
ASSETS			
Cash and Investments	$ 1,967,352	$ 9,614,953	$ 11,582,305
Total Assets	$ 1,967,352	$ 9,614,953	$ 11,582,305
LIABILITIES			
Accounts Payable	$ -	$ 363,122	$ 363,122
Total Liabilities	-	363,122	363,122
FUND BALANCE			
Restricted for Measure BB Programs and Projects	1,967,352	9,251,831	11,219,183
Total Fund Balances	1,967,352	9,251,831	11,219,183
Total Liabilities and Fund Balances	$ 1,967,352	$ 9,614,953	$ 11,582,305

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, 2025

	Bike and Pedestrian	Local Streets and Roads	Total
REVENUES			
Measure BB Direct Local Distribution			
Program Revenue			
Direct Local Distribution Funds Allocation	$ 573,056	$ 2,402,383	$ 2,975,439
Interest and Investment Income	87,882	373,268	461,150
Total Program Revenues	660,938	2,775,651	3,436,589
EXPENDITURES			
Measure BB Direct Local Distribution			
Expense-Current			
General Government	2,935	97,463	100,398
Construction	368,923	663,903	1,032,826
Total Program Expenditures	371,858	761,366	1,133,224
REVENUES OVER (UNDER) EXPENDITURES/ NET CHANGE IN FUND BALANCE	289,080	2,014,285	2,303,365
FUND BALANCES			
Beginning Fund Balance	1,678,272	7,237,546	8,915,818
Ending Fund Balance	$ 1,967,352	$ 9,251,831	$ 11,219,183

CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB FUNDS
FOR THE YEAR ENDED JUNE 30, 2025

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, 2025

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 2024-2025. 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 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 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.

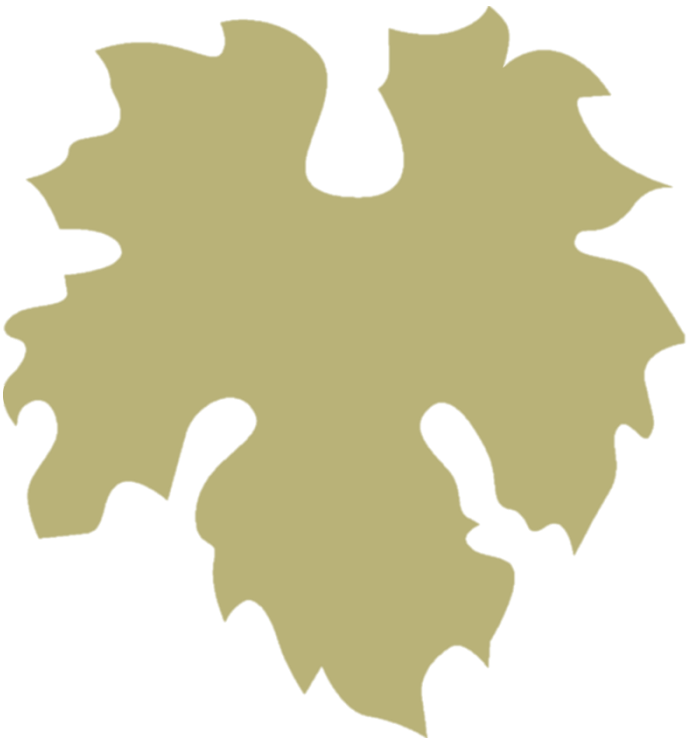
Projects funded by Measure BB 2014 were as follows:

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.



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, 2025, and have issued our report thereon dated Report December 31, 2025.

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, 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, 2025

Independent Auditor's Report

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, 2025.

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, 2025.

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.

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 City'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

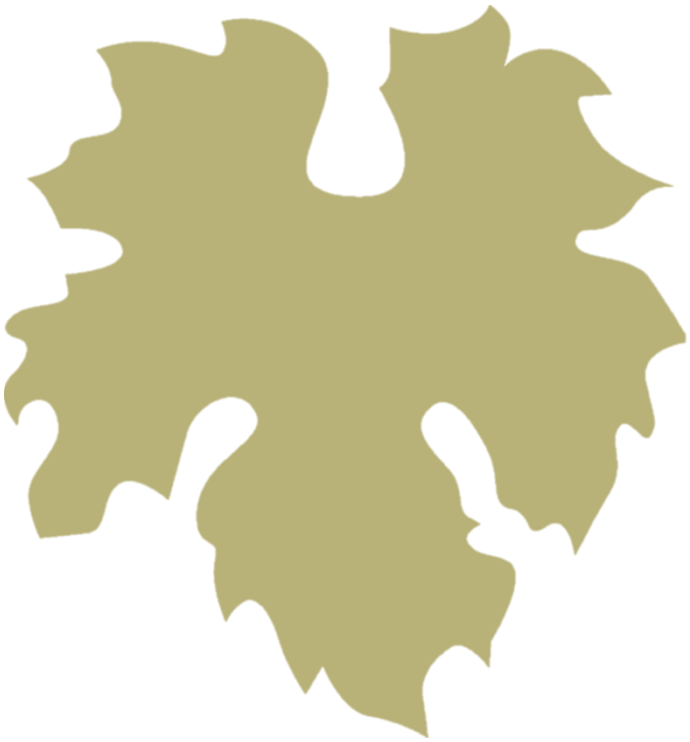
Menlo Park, California
December 31, 2025



CITY OF LIVERMORE

ALAMEDA COUNTY TRANSPORTATION COMMISSION
VEHICLE REGISTRATION FEE PROGRAM (VRF)
FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2025



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
VEHICLE REGISTRATION FEE PROGRAM (VRF)
Financial Statements
For the Fiscal Year Ended June 30, 2025

Table of Contents

Page

Independent Auditor's Report 1

Financial Statements:

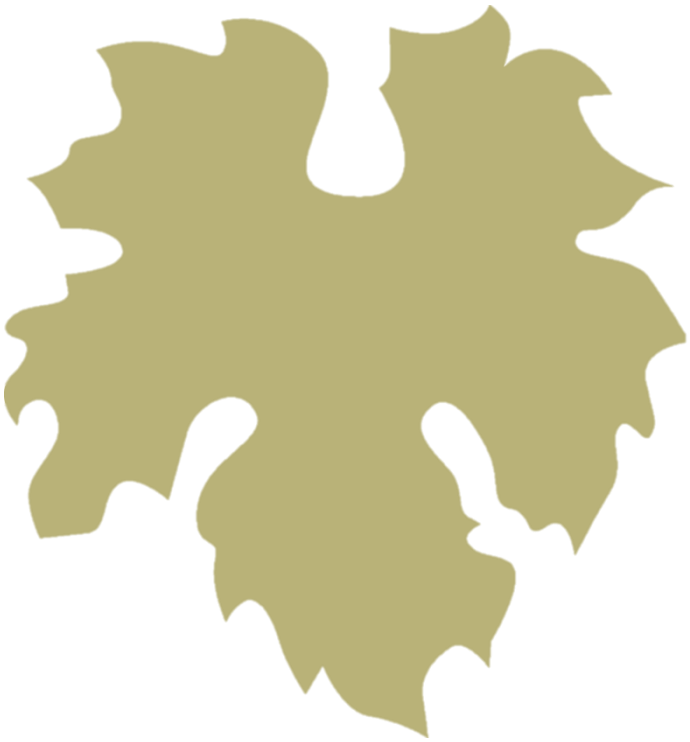
Balance Sheet 4

Statement of Revenues, Expenditures and Changes in Fund Balance 5

Notes to Financial Statements 6

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.....8

Independent Auditor's Report on Vehicle Registration Fee Program Compliance 10



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, 2025, and the related notes to the 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 Measure F Funds of the City of Livermore, as of June 30, 2025, 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, 2025, 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.

4040 Campbell Ave., Ste. 200 • Menlo Park, CA. 94025-1053 • **T** 650.522.3400 • **F** 650.645.7393 • EOE

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

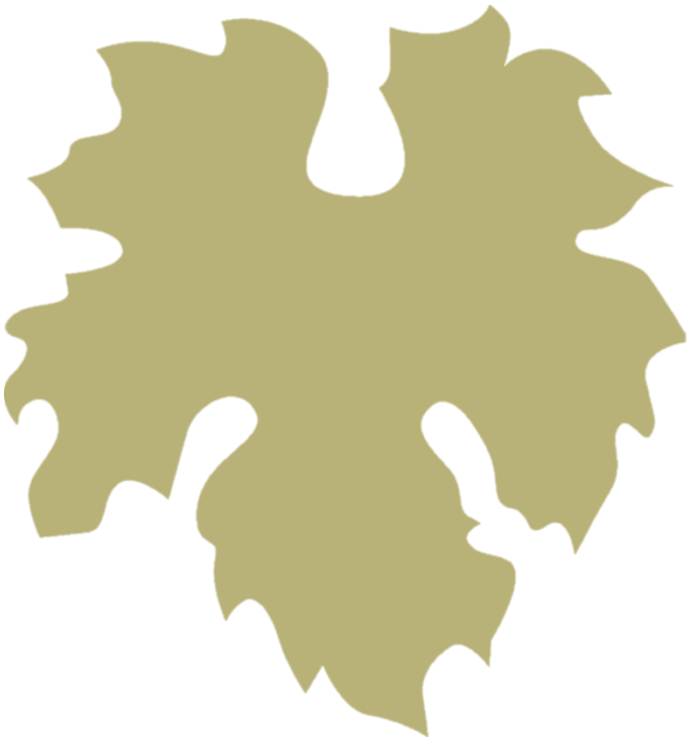
Management has omitted management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic 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, 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 the City's internal control over financial reporting and compliance.

Eide Bailly LLP

Menlo Park, California
December 31, 2025



CITY OF LIVERMORE
ALAMEDA COUNTY TRANSPORTATION COMMISSION
VEHICLE REGISTRATION FEE PROGRAM (VRF)

BALANCE SHEET
As of June 30, 2025

	Local Streets and Roads
ASSETS	
Cash and Investments	$ 1,941,440
Total Assets	$ 1,941,440
LIABILITIES	
Accounts Payable	$ 840
Total Liabilities	840
FUND BALANCE	
Restricted for Measure F Programs and Projects	1,940,600
Total Fund Balances	1,940,600
Total Liabilities and Fund Balances	$ 1,941,440

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, 2025

	Local Streets and Roads
REVENUES	
Measure F Direct Local Distribution Program Revenue	
Direct Local Distribution Funds Allocation	$ 366,750
Interest and Investment Income	78,199
Total Program Revenues	444,949
EXPENDITURES	
Measure F Direct Local Distribution Expenses	
General Government	2,493
Construction	571
Total Program Expenditures	3,064
REVENUES OVER (UNDER) EXPENDITURES	441,885
Net Change in Fund Balance	441,885
FUND BALANCE	
Beginning Fund Balance	1,498,715
Ending Fund Balance	$ 1,940,600

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, 2025

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, 2025

NOTES TO FINANCIAL STATEMENTS

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.

NOTE 3 – 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, 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.

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, 2025, and have issued our report thereon dated Report December 31, 2025.

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 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, 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, 2025

Independent Auditor's Report

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, 2025.

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, 2025.

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.

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 City'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, 2025

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, 2025

City of Livermore, California

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, 2025. 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 2024-2025 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 2024-2025 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.

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
December 31, 2025

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, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 31, 2025.

Report on 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. 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 were not identified.

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*.

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, 2025

December 31, 2025

To the 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, 2025, and have issued our report thereon dated December 31, 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our planning letter, 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 and major program compliance 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 system of 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.

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.

Significant Risks Identified

As stated in our auditor's report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us 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." We have identified estimates related to compensated absences, pension, OPEB, and claims liabilities as significant risks and have performed additional procedures to lower the risks. Additionally, we are required by our audit standards to perform procedures related to override of internal controls and certain revenue recognition requirements.

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. 101, *Compensated* Absences. 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.

Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures 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 claims liabilities.

Management's estimate of the City Pension, Other Postemployment Benefits (OPEB), and claims 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:

- **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. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. We noted an accounts receivable and equity passed on adjustment, whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, related to fire permit billing in the amount of $967,687 in the Governmental Activities of the City.

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

We have requested certain written representations from management which are included in the management representation letter dated December 31, 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, significant events or transactions that occurred during the year, 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 Included in Annual Reports

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. 11.1**

DATE: January 26, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

DECISION TYPE

Not Applicable

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.1	Presentation of Military Banners to Families. Material: PowerPoint Presentation
9.0	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: Ashley Zieba
Acting City Clerk

Approved by:

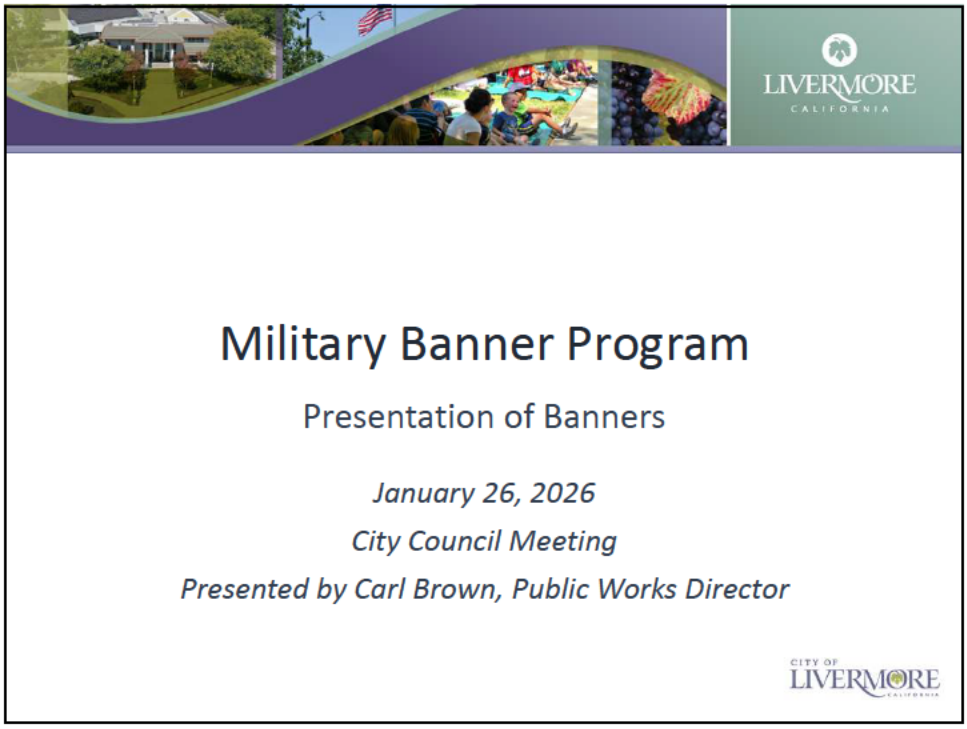


Marianna A. Burch
City Manager

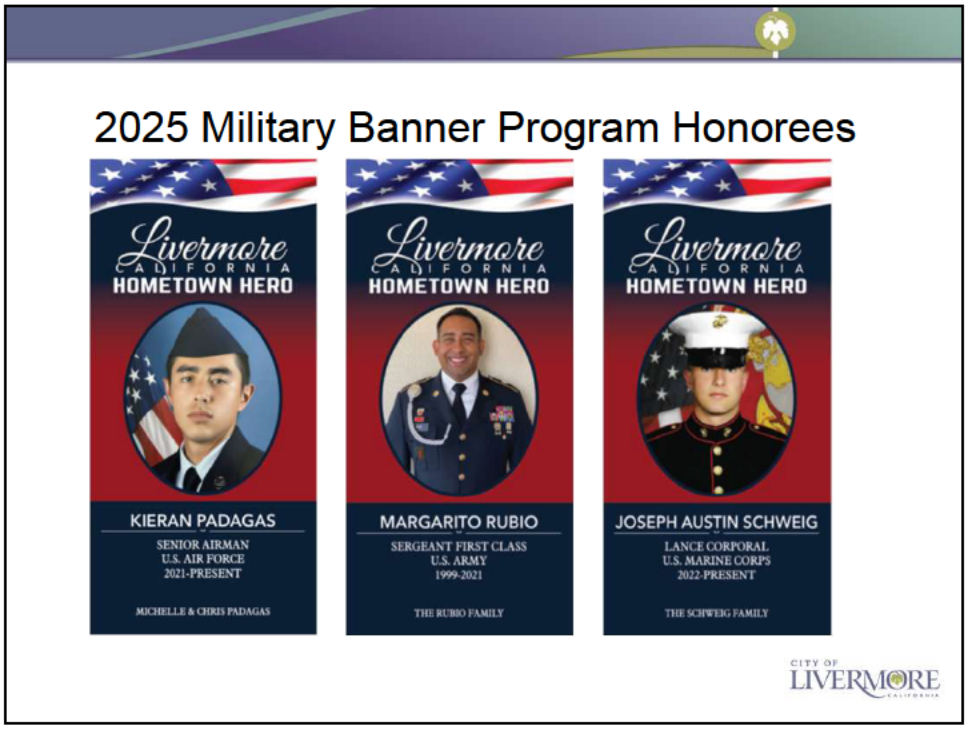
Fiscal Review by:



Tina Olson
Administrative Services Director


LIVERMORE
CALIFORNIA
Military Banner Program
Presentation of Banners
January 26, 2026
City Council Meeting
Presented by Carl Brown, Public Works Director
CITY OF
LIVERMORE

1


2025 Military Banner Program Honorees
Livermore
CALIFORNIA
HOMETOWN HERO
KIERAN PADAGAS
SENIOR AIRMAN
U.S. AIR FORCE
2021-PRESENT
MICHELLE & CHRIS PADAGAS
Livermore
CALIFORNIA
HOMETOWN HERO
MARGARITO RUBIO
SERGEANT FIRST CLASS
U.S. ARMY
1999-2021
THE RUBIO FAMILY
Livermore
CALIFORNIA
HOMETOWN HERO
JOSEPH AUSTIN SCHWEIG
LANCE CORPORAL
U.S. MARINE CORPS
2022-PRESENT
THE SCHWEIG FAMILY
CITY OF
LIVERMORE

2

2025 Military Banner Program Honorees





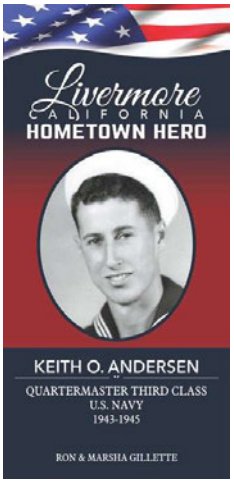


CITY OF LIVERMORE

3

2025 Military Banner Program Honorees







CITY OF LIVERMORE

4

2025 Military Banner Program Honorees



CITY OF LIVERMORE

5

2025 Military Banner Program Honorees



CITY OF LIVERMORE

6

2025 Military Banner Program Honorees





CITY OF LIVERMORE

7

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	1/14/2026	Alameda County Mayors Conference	Mayors conference	Heard a legislative update from the League of California Cities, an update on the City of Fremont and a report on the Regional Shoreline Plan to respond to climate change.
Mayor Marchand	1/15/2026	Las Positas College Veterans First	Veterans Summit	Attended and participated in the Summit.
Mayor Marchand	1/15/2026	City of Livermore	TV30 Mayor's Report	Provided an update on City events and activities.
Mayor Marchand	1/15/2026	City of Livermore	Civic Appreciation Dinner	Provided an overview of the purpose of the advisory bodies and activities. Thanked those who serve the City.
Mayor Marchand	1/17/2026	Livermore Valley Arts	Asian Art Reception	Attended and networked
Mayor Marchand	1/21/2026	Tri-Valley Ministries	Meeting and call to action	Spoke about how the Livermore community has stepped up to serve those who are disadvantaged.
Mayor Marchand	1/21/2026	Alameda Airport Land Use Commission	Commission meeting	Elected new officers, approved the land use and conditions for the ALCO Iron Works expansion.
Mayor Marchand	1/21/2026	Chamber of Commerce	Business mixer	Attended with business leaders and networked.
Mayor Marchand	1/22/2026	Alameda County Transportation Commission	Commission meeting	Received an update on the Countywide Transportation Plan and approved an amendment to the Measure BB Expenditure Plan.
Mayor Marchand	1/24/2026	City of Livermore	Celebration of Life for Pat Wheeler	Recognized the service to the veterans whom were served by Ms. Wheeler and her service dogs.

Mayor Marchand	1/24/2026	Scouting America	Eagle Scout Court of Honor for Robert Whitlock	Presented a Mayor's Certificate of Recognition
Mayor Marchand	1/24/2026	City of Livermore	Ribbon-cutting	Presented a Mayor's Certificate of Welcome to Meza n Moka.

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Vice Mayor Wang	1/15/2026	California - We The People	Project Citizen Showcase	High School students from throughout the East Bay presented their analysis of a community problem and their policy-based solution.
Vice Mayor Wang	1/15/2026	On Lok PACE Center	Pre-opening tour of their new Union City facility	On Lok PACE provides all-inclusive care for the elderly, very similar to the new CEI PACE Center in Livermore.
Vice Mayor Wang	1/15/2026	City of Livermore	Civic Appreciation Dinner	We recognized more than 100 Livermore community members who serve on ten commissions, boards, and committees.
Vice Mayor Wang	1/16/2026	Altamont Landfill Open Space Committee	Quarterly Committee Meeting	We reviewed the purpose and function of the Committee and discussed reviewing the priority areas for conservation. We also received an update on available funding for the Committee, as well as an update on Tesla Park.
Vice Mayor Wang	1/19/2026	City of San Ramon	MLK Day Celebration	Elected officials, community leaders, and performer gather to celebrate the legacy of Dr. Martin Luther King, Jr.
Vice Mayor Wang	1/21/2026	Livermore Valley Chamber of Commerce	Monthly mixer	This one was on the stage of the Bankhead Theater, always one of the most well attended mixers each year.
Vice Mayor Wang	1/22/2026	Livermore Downtown Inc.	Meeting with LDI Executive Director Kara Klotchman	Discussed LDI's plans for the year and upcoming events.
Vice Mayor Wang	1/23/2026	Livermore Amador Valley Transit Authority	Pleasanton Bus Service Planning Committee meeting	We discussed changes to the bus route in downtown Pleasanton to better accommodate traffic from Meadowlark Dairy and changes in demand on the school routes.
Vice Mayor Wang	1/24/2026	Meza n Moka restaurant	Ribbon cutting	A popular Mediterranean restaurant with a big following opens in Livermore. Super delicious food! Mayor Marchand presented a certificate.

Vice Mayor Wang	1/25/2026	Vine Cinemas, Friends of the Livermore Library, Livermore Indivisible, and Livermore Advocates for Public Education	Screening of "The Librarians"	A sold out event, with panel discussion of local librarians following the screening.
Vice Mayor Wang	1/26/2026	Three Valleys Community Foundation	25th annual Dr. Martin Luther King Jr. Fellowship Breakfast & Awards	Annual event to honor community leaders who demonstrate bold leadership, justice, and action in service to others. This year's event also honors youth leaders for the first time.
Vice Mayor Wang	1/26/2026	Tri-Valley Nonprofit Alliance	Check presentations	Presentation of checks to community organizations doing important work to support the most vulnerable people in our community.

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	1/14/2026	Monitor Committee	Board Meeting	Elected a new chair. Reviewed GeoTraker website, updates on PFAS
Council Member Barrientos	1/21/2026	Ava CCA community choice Aggregator	Board meeting	Reviewed compliance period procurement, stabilization of RSF, discussion on how to tell the customer how Ava is lowering cost and not PGE
Council Member Barrientos	1/25/2026	Heritage Guild	Meeting with County Supervisor Hubert	Discussion on raising funds to move the Midway School to Livermore and to get his support

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Branning	1/21/2026	CalCities	Mayors and council members academy
Council Member Branning	1/23/2026	CalCities	Housing, Community, and Economic Development Policy Meeting
Council Member Branning	1/26/2026	Livermore Amador Valley Transit Authority	Projects and Services Meeting

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Dunbar	1/15/2026	City of Livermore	Civic Appreciation Dinner	Thank you to everyone who puts in so much of their time to serve our community
Council Member Dunbar	1/26/2026	Three Valleys Community Foundation	Legacy Awards	